

AGREEMENT FOR DOWNTOWN PARKING MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Premium Parking Service, L.L.C., a Louisiana company authorized to do business in the State of Florida, whose address is 601 Poydras St., Ste. 1500, New Orleans, LA 70130, and whose federal tax identification number is 20-4794605, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase parking management services from the Vendor in connection with "Downtown Parking Management Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210046DWJ on November 20, 2020 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on February 22, 2021; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 and 2, Scope of Work and Specifications, of B210046DWJ a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210046DWJ, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1) three, (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 28, 2021.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any

way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no

expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed

to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Charles Dummett

Title: Market President
Central Florida

Address: 601 Poydras St. Ste.
1500
New Orleans, LA
70130

Telephone: 813-957-3466

Facsimile: 504-527-6274

E-mail: cdummett@premiumparking.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: Marc Sketcher

Premium Parking Service, L.L.C.

Signed By: _____

Print Name: James M. Hgen

Title: manager

Date: 3/15/21

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: 04/16/2021

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A

SPECIFICATIONS OR SCOPE OF SERVICES

1. GENERAL SCOPE OF WORK

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide full time parking management services for the 2nd St. parking lot located at 2201 Second St. Ft. Myers, FL, as well as special event parking management services for other County owned lots on an as needed basis as specified herein.
- 1.2. The work performed under the Agreement consists of providing all labor, equipment, supplies, materials, and performing all operations required to complete the work.

2. DETAILED SPECIFICATIONS

2.1. PARKING SERVICES

- 2.1.1. Vendor shall provide the following services at the County owned parking lot located at 2201 Second St. Ft. Myers FL, 33901, consisting of approximately 126 parking spaces.
- 2.1.2. Vendor may further provide the services at additional County owned parking lots and garages upon the mutual agreement in writing between Vendor and County. For any such location, County agrees to provide Vendor with the address, number of parking spaces, and parking rate structure.

2.2. COLLECTION AND ACCOUNTING OF PARKING FEES

- 2.2.1. The Vendor shall provide comprehensive collection and accounting services related to the parking fees, including at but not limited to the following:
 - 2.2.1.1. The collection and accounting of all daily parking fees;
 - 2.2.1.2. Develop and implement a method, to be approved by the County, for independently counting vehicles admitted to the parking lot and reconciling counts with the parking fees collected;
 - 2.2.1.3. Maintain books and records of parking fees and other records related to the delivery of required services. The Vendor shall make the records available for the County's review at any time during normal business hours, immediately upon request.
 - 2.2.1.4. Provide within fifteen (15) calendar days after the end of the calendar month a report summarizing the gross daily parking receipts per each parking facility operated hereunder;

2.3. HOURS OF OPERATION

- 2.3.1. Weekdays: Vendor shall operate and provide services enumerated herein Monday – Friday 7:30am – 5pm
- 2.3.2. Weekends and Afterhours: Vendor may operate parking lot on weekdays after 5 p.m. and any time on Saturday and Sunday at the Vendor's discretion.

2.4. PARKING RATES

- 2.4.1. Weekdays 7:30 a.m. – 5 p.m.: Parking rates shall be set by the County and may be amended from time to time at the discretion of the County.
- 2.4.2. Weekends and Afterhours: Vendor shall charge five-dollars (\$5.00) per vehicle to park. Any deviation from this pricing shall be discussed with and approved, in writing, by the County authorized representative/Contract Sponsoring Department prior to implementation.

- 2.4.2.1. From time to time the County may need to conduct maintenance on the parking lot afterhours or on weekends. The parking lot may be unavailable for use during these times. The County will notify Vendor in advance of shutting down the parking lot.

2.5. MARKETING

- 2.5.1. Vendor shall by use of signage, market the availability of public parking.
- 2.5.2. Signage shall be approved by the County authorized representative/project sponsoring department before use.

2.6. STAFFING

- 2.6.1. Schedule: The Vendor shall develop a staffing plan and schedule including the appropriate level of capable, experienced, and trained staff responsible for the day to day operations of the lot.
- 2.6.2. Uniforms: The Vendor's employees shall present a clean, neat, professional and easily recognized appearance as the Vendor's employee. The Vendor shall provide each employee with uniforms such as shirts with the Vendor's name or logo, and an identification badges including the name, photo and Vendor's name.

2.7. EVENTS

- 2.7.1. County may request Vendor or Vendor may request County to operate the parking lot for special events.
- 2.7.2. Vendor shall submit a pricing structure and schedule for services when requesting use of the parking lot during events.
- 2.7.3. Pricing structure shall include a system for independently counting cars and reconciling counts with the fees collected, and the fee to be charged per vehicle.
- 2.7.4. Any monies collected and deposited during special events in a given calendar month shall be reconciled with the monthly report and payment contained in Section 2.2 of the specifications.

2.8. OTHER LOCATIONS

- 2.8.1. The County may request Vendor to operate additional County owned parking lots located downtown during special events.
- 2.8.2. When the County does not request Vendor to operate additional lots for events, Vendor may request use of lots from the County.
- 2.8.3. When request is made by the Vendor, the Vendor shall submit a pricing structure and schedule for services.
- 2.8.4. Pricing structure shall include a system for independently counting cars and reconciling counts with the fees collected, and the fee to be charged per vehicle.
- 2.8.5. Other locations may include, but are not limited to
 - 2.8.5.1. Public Works Parking Lot located at 1500 Monroe Ave. Ft. Myers, FL. 33901
 - 2.8.5.2. Lee County Justice Center surface parking lot located on Dr. Martin Luther King Jr. Blvd. between Heitman St. and Cottage St. Ft. Myers FL.
 - 2.8.5.3. County/City Annex lot located at 1825 Hendry St. Ft. Myers, FL. 33901

End of Scope of Work and Specifications Section



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: December 18, 2020

Solicitation No.: B210046DWJ

Solicitation Name: Downtown Parking Management Services

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	How many special event happen per year?
Answer	3 to 5 Special events per calendar year.
2.	What is the annual gross income per year?
Answer	Pre-COVID annual gross income per year is approximately \$40K, last year approximately \$20K.
3.	Does the parking lot have any equipment on it and it is staffed for events?
Answer	Yes, the parking lot has equipment on it, and yes it is staffed for events.
4.	Who currently manages this parking lot?
Answer	Lee County Facilities Construction and Management provides for overall management of the parking lot. The current third party services provider is SP Plus Corporation.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones

Procurement Analyst – David Jones
Procurement Analyst Direct Line: 239-533-8864
Lee County Procurement Management



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: January 7, 2021

Solicitation No.: B210046DWJ

Solicitation Name: Downtown Parking Management Services

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Addendum 1 states that pre-Covid 2019 revenue totaled \$40,000, is this the daily, evening, weekend or combined total? Is this the amount received from SP+?
Answer	Per Addendum 1, the amount received is an annual amount received from SP+.
2.	What was your payment from SP+ for Calendar year 2019?
Answer	\$38,948.27
3.	Was your current vendor at 50% to Lee County for 2019?
Answer	No
4.	You are wanting vendors to assume the daily staffing and expenses associated with it from 7:30am-5:30pm Monday through Friday also, correct?
Answer	Yes
5.	Is vendor to do Monthly billings as part of scope of work?
Answer	No, all Vendor billing for parking services to parking customers are daily rates. No monthly services are utilized. See Section 2.2 as found on page 15 for Collection and Accounting of Parking Fee details for additional information.
6.	If so, can we please receive your current Monthly Parking billing list, by number of parkers and rate?
Answer	See answer to question 5. No monthly parking billing services are offered to parking customers as part of this Contract.
7.	If so, can we receive the Monthly Parking billing list by rate and number of parkers at that rate for September 2019?
Answer	See answer to question 5. No monthly parking billing services are offered to parking customers as part of this Contract.
8.	What was the M-F daily (non-evening or events) revenue for 2019?
Answer	The average daily earnings from December 2020 numbers, is approximately \$234.87.

9.	What is the last date we will receive answers from Lee County for submitted questions?
Answer	Any inquiries regarding clarification or information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the bid opening date of January 14, 2021. Responses will be posted in the form of an Addendum posted to www.lee.gov.com/procurement prior to the bid opening date.
10.	How far in advance would vendors have to submit additional parking rates structures for events/evenings to the County for approval?
Answer	The County requests at least a weeks' notice for additional parking rates structures for events/evenings to the County for approval.
11.	How far in advance would vendors need to request use of other County lots for event parking?
Answer	At least a month's notice is required for Vendors to request use of other County lots for event parking.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones

Procurement Analyst – David Jones
 Procurement Analyst Direct Line: 239-533-8864
 Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

Description	Unit of Measure	Extended Amount
Vendor's Revenue Percentage (Percent Retained by Vendor)	%	20.00%
County's Revenue Percentage (Percent Remitted to County)	%	80.00%

“Revenue” is defined as the gross revenue collected from parking customers less sales and parking taxes, credit card fees and other payment processing fees, and Vendor's transaction fees (\$0.35 per on-demand mobile transaction, 10% + \$1 per reservation payment, \$2.00 per month per monthly permit) which are charged directly to the end user.

[The remainder of this page intentionally left blank.]

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 3/15/21

Signature [Signature]

STATE OF LOUISIANA
COUNTY OF ORLEANS

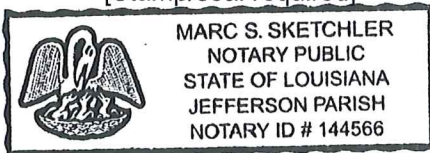
Name/Title Manager

PARISH

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15th day of March, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____.

[Stamp/seal required]

Signature, Notary Public [Signature]



CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** Lee County Agreement**SUBJECT:** Project known as: Downtown Parking Management Services

Between Lee County and Premium Parking Service, L.L.C.

Reference: Board action approving contract/agreement

Board Date: 4/20/2021

Agenda Item No.: 9

Please sign the attached documents on appropriate signature lines. When complete, please send entire packet to the next Department on the numbered list below. Please return to Procurement Management when fully completed.

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

Not recommending execution for the following reason(s):

Date received: Date returned/forwarded:

Signed:

(2) **By Procurement Management:**☒ Recommending execution

Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: MKP

Date:

4/22/21

Date received: Date returned/forwarded:

Signed: Dornie 4-22-21

(3) **By the Risk Management**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received: 4/22/2021 Date returned/forwarded: April 22, 2021

Signed:

(4) **By the County Attorney:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received: 4/23/2021 Date returned/forwarded: 4-23-21

Signed: Chuck Lira

(5) **Board**(6) **Clerk's Office, Minutes Department**

MB 4-26-21

(7) **Procurement Management**

David Jones

RECEIVED
MINUTES OFFICE

2021 APR 26 AM 11:33

RECEIVED BY
LEE CO. ATTORNEY
2021 APR 23 AM 11:43



AGENDA ITEM REPORT

DATE: April 20, 2021
DEPARTMENT: Facilities Construction and Management
REQUESTER: Ehab Guirguis
TITLE: Award Contract for Downtown Parking Management Services

I. MOTION REQUESTED

- A) Award Invitation to Bid No. B210046DWJ, Downtown Parking Management Services to Premium Parking Service, L.L.C. for the downtown parking management services, on an as-needed basis, for an initial term of three years.
 B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
 C) Grant the County Manager or designee the authority to renew the contract for up to three additional years and to execute all associated documents as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County.

II. ITEM SUMMARY

Award contract to Premium Parking Service, L.L.C. (Premium Parking) to provide parking management services as needed for parking lots in downtown Fort Myers. Premium Parking provided the highest revenue percentage for the County from three sealed bids.

Premium Parking will manage the Public Parking Lot on MLK Blvd and the parking lots for the Admin East and Community Development/Public Works (CD/PW) Buildings. The CD/PW parking lot will be managed by Premium Parking after normal work hours and weekends. The other two parking lots will be managed continuously by Premium Parking.

The County will receive 80% of the revenue generated from each of the parking lots. Additional parking lots may be managed by Premium Parking if it is in the best interest of the County.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

In anticipation of the current Annual Parking Management Contract expiring, Facilities Construction and Management requested Procurement Management initiate a bid solicitation for Downtown Parking Management Services. The solicitation was advertised on November 20, 2020, with a January 14, 2021 opening date. At the time of opening, three (3) vendors submitted bid packages.

Bid packages were opened in a public meeting and Premium Parking Service, L.L.C. was the apparent low bidder. Procurement Management conducted due diligence and confirmed that Premium Parking, L.L.C. was both responsive and responsible. Staff recommends award to Premium Parking, L.L.C.

B) Policy Issues

C) BoCC Goals

D) Analysis

County staff currently manage the Public Parking Lot on MLK Blvd and the parking lots for the Admin East and Community Development/Public Works (CD/PW) Buildings. The management of parking lots and collection of revenue is not a core service for Facilities Construction and Management. Staff can be better utilized and more efficient performing core services.

Premium Parking specializes in the management of parking lots. They will manage the CD/PW parking lot after normal work hours and weekends. The Public Parking Lot on MLK Blvd and the Admin East parking lot will be completely managed by Premium Parking.

The County will receive 80% of the revenue generated from each of the parking lots managed by Premium Parking. Additional parking lots may be managed by Premium Parking if it is in the best interest of the County.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	No funding required.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Revenue
D)	Is this Discretionary or Mandatory?	
E)	Will this item impact future budgets?	No

	If yes, please include reasons in III(D) above.	
F)	Fund: Program: Project: Account Strings:	
G)	Fund Type?	General Fund
H)	Comments: Revenue will be received for use of County-owned parking lots.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION**VII. FOLLOW UP****ATTACHMENTS:**

Description	Upload Date	Type
<u>Contract with Premium Parking Services</u>	3/30/2021	Contract
<u>Sunbiz</u>	4/9/2021	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Facilities Construction and Management	Tucker, Mary	Approved	4/7/2021 - 1:59 PM
Facilities Construction and Management	Guirguis, Ehab	Approved	4/7/2021 - 2:25 PM
Budget Services	Guttery, Angela	Approved	4/8/2021 - 8:22 AM
Budget Services	Winton, Peter	Approved	4/8/2021 - 10:07 AM
County Attorney	Lira, Louis C.	Approved	4/9/2021 - 10:28 AM
County Manager	Mora, Marc	Approved	4/12/2021 - 5:18 PM