



County of El Paso Purchasing Department  
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**ADDENDUM 3**

**To: All Interested Proposers**

**From: Lucy Balderama, Inventory Bid Technician**

**Date: April 10, 2008**

**Subject: BID # 08-028, Management for Two (2) County Parking Facilities**

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The Purchasing Department received questions relating to the above referenced proposal; the response to the following question:

1. **What are the current daily and monthly parking fees and when was the last rate adjustment?**

The last rate adjustment was made in 2004, in response to a market analysis study performed by the current vendor at their expense.

**Parking Garage #1 (Entrance on Overland)**

<b>Hours</b>	<b>Rate</b>
0 - 1/2 hr.	\$1.50
1/2 - 1 hr.	\$1.75
1 - 1 1/2 hr.	\$2.75
1 1/2+ hrs.	\$3.75

**Parking Garage #2 (Entrance on Campbell)**

No public access, therefore there are not hourly rates. Parker must have an access card to enter and exit, paid on monthly basis.

\$55 per month - ALL monthly parkers for their personal vehicles, except:

The County has an inter-local agreement with the City for Police Department vehicles through 2010 and the prices for these vehicles must be set according to the contract as follows:

In addition, the City and the County agree that the balance of the money owed by the County to the City for the purchase price of this Property will be given to the City as a credit, in the value of \$189,000, to be provided in parking spaces for the City's use in the new parking facility to be built by the County. The County will provide the following parking spaces per year in its new parking facility to the City:

<u>Year</u>	<u>Parking spaces</u>
2006	150 spaces as a \$35 per space/per month credit
2007	150 spaces as a \$35 per space/per month credit
2008	150 spaces as a \$35 per space/per month credit
2009	a right to lease 100 spaces at a \$35 per space per month cost to the City and an option to be exercised by the City for an additional 50 spaces per month at the then current parking space lease price*

<u>Year</u>	<u>Parking spaces</u>
2010	right to lease 100 spaces at a \$35 per space per month cost to the City and an option to be exercised by the City for an additional 50 spaces per month at the then current parking space lease price**

\*The City reserves the right to terminate the arrangement for parking spaces for the year 2009 or to exercise its option for an additional 50 spaces per month at the then current parking space lease price charged by the County in its parking facility in year 2009, by giving the County written notice by Dec. 1, 2008.

\*\* If the City exercises its option for parking spaces in the year 2009, the City reserves the right to terminate the arrangement for parking spaces for the year 2010 or to exercise its option for an additional 50 spaces per month at the then current parking space lease price charged by the County in its parking facility in year 2010, by giving the County written notice by Dec. 1, 2009.

In the event that the opening of the new county parking facility occurs sooner or is delayed, the credits and prices guaranteed above per calendar years 2006 through 2010 shall be adjusted to reflect the same credits and guaranteed prices for 12 month periods for 5 years beginning on the actual opening date of the new parking garage.

**2. What is the current sales tax?**

Texas Sales Tax is 8.25% and is INCLUDED in the monthly and hourly prices listed above.

All County-owned vehicles pay the monthly cost, MINUS 8.25% since we are tax exempt.

When the City begins paying for parking spaces in 2009, their City-owned marked vehicles will be tax exempt also.

**3. Are there any validations or parking discounts offered to the public? If so, what are they?**

There are no parking discounts or validations offered to the public, however:

1. The District Attorney's Office validates parking fees for persons appearing in response to a subpoena, and the DA's Office will pay for these from their funds. The parking garage management must turn in all validated tickets to the DA's Office for reimbursement.
2. Veterans with POW, Purple Heart, or Congressional Medal of Honor license plates are exempt from parking fees in accordance with § 615.004 of the Texas Local Government Code.

4. **Are there any validations or parking discounts offered to the public? If so, what are they?**  
See answer #3.
5. **Do the jurors still receive free parking?**  
Yes.
6. **Are there any other parking demand restrictions?**  
The question is not specific enough to answer. Please clarify.
7. **In the past, this contract has been a management agreement whereby all revenues and direct operating expenses were realized by the County and the parking contractor's compensation was fixed "management fee".**  
This reference is in error, incorrectly worded, or misinterpreted when referring to past agreements, therefore it will not be addressed in the answer.

**With this new bid formula (% of gross revenues guarantee),**

The bid formula is based on the current formula of the contractor paying the County a specified percentage of gross revenue up to a specified amount; and a specified percentage of gross revenue over a specified amount. This is not a "new" formula.

**who is responsible for the direct operating expenses (repairs, maintenance, labor, cleaning, etc.)**

The Contractor. See Bid Scope and Specifications.

**For example, with this form of management, what would prevent a contractor from "skimping" on such operating expenses to allow them to offer more to the County and/or increase their own profit?**

The County has various performance measures in place to assure that the Contractor is complying with the requirements of the contract, and will expect the successful contractor to provide adequate and satisfactory service.

**Unless there are firm specifications (which I did not see included in this bid package), this arrangement does not seem to promote the best operation of these County facilities.**

**Bid Scope** specifies "Contractor shall agree to furnish all supervision, labor, and materials required in order to operate, manage, and maintain two (2) Parking Facilities and pay the County a fixed percentage of gross revenues on a monthly basis as agreed upon in the final contract."

**Bid Specification #2** states that the contractor shall be responsible for "Maintenance and repair of facilities, cleaning parking structures of trash and debris, cleaning of elevators, stairway, surrounding public sidewalks, etc."

"Firm specifications" are that the management of the two (2) parking garages is all inclusive, as stated above. Clarification of what specific maintenance, repair, cleaning, security, and equipment will include, is as follows:

## 1. General Cleaning

The contractor will be responsible for all labor, materials and supplies for maintaining the parking facility clean, neat and free of trash. Cleaning will consist of the following:

- Emptying all trashcans and replacing with new trash liners at the close of each business day.
- Picking up trash that is on the premises such as paper, cardboard, glass, cans and other debris at the close of each business day.
- Professionally sweeping parking facilities on the first day of each month or more often if necessary to include stairways and elevators.

## 2. Security

Contractor will be responsible for reporting any and all crimes, attempted crimes, accidents, vandalism, theft, or any other wrong doings to El Paso County Sheriff's Department and also providing a monthly accident/crime report to El Paso County.

## 3. Maintenance

During the term of this Agreement, Contractor shall have the right to use any of County's trade fixtures, including such items as time clocks, tickets, ticket machines, signs and other items that are or may be installed in or being used in said parking garage and Contractor shall be obligated to keep same in good condition and repair. All maintenance, including labor, material and supplies will be performed by contractor for all mechanical, electrical, and structural parts of the parking garage. Should Contractor during the term of this Agreement install any trade fixture in the parking garage for use in the management or operation of the parking garage, Contractor shall have the right on termination of this Agreement to remove any and all such trade fixtures, reasonably repairing any damage to the parking garage caused thereby, as well as any and all personal property and equipment which is the property of the Contractor.

## 4. Parking Equipment

All entry and exit parking equipment, including, software and computers, shall be maintained according to manufacturer's maintenance schedule by Contractor. El Paso County will ensure all equipment has access to a power source for operation. Contractor shall be responsible for completing any and all electrical connections in order for unit to be fully functional. Contractor shall keep equipment and machines clean and in good working order.

### **Will any other form of bid be considered?**

Contractor should bid an amount they determine will enable them to successfully operate, manage, and maintain two (2) Parking Facilities in accordance within the terms and requirements of the contract.

8. **Do the jurors still receive free parking?**  
**See Question 5**

9. The Bid Notice states that "If the bid totals more that \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the order of El Paso County or a good and sufficient bid bond in the amount of 5% of the total contract price", Since this contract is essentially a lease where the parking operator pays the county a percent of revenues, how do you want this bond handled?

A bid bond or certified cashiers check will not be required to be submitted for this bid; but upon award, performance measures and agreed upon surety measures will be defined in the contract.

**Note: The following items have been placed on as an attachment to view.**

- **Copy of the existing contract between the County & AMPCO Parking**
- **Monthly income reports submitted to the County for January – December 2006 and January – December 2007**
- **Copy of the bid proposal submitted by AMPCO Parking has been destroyed due to the County's retention schedule.**