



County of El Paso Purchasing Department
800 E. Overland Room 300
El Paso, Texas 79901
(915) 546-2048 / Fax: (915) 546-8180

ADDENDUM 2

To: All Interested Proposers
From: Lucy Balderama, Inventory Bid Technician
Date: February 26, 2009
Subject: RFP # 09-014, Management for Two (2) County Parking Facilities

1. What type of division of work will you be using on this project? Should you be contacted to receive blue prints?

This proposal is for management of the two county parking facilities. No blue print are needed. You may contact the department to schedule a walk through. Point of Contact is Saul Nanez. He may be reached at (915) 546-2009.

2. Would you please provide all attachments to be submitted in Microsoft Word form?

The forms have been added as Attachment A on the website at www.epcounty.com , Bids & more.

Would you please provide the terms of the existing employee schedule?

The current contractor sets employee schedules in accordance with the operating hours. The County does not oversee or approve daily/weekly schedules and therefore cannot provide the specific terms of the employee schedule.

-
3. Would you please provide a copy of the 2008 year end income and expense of the facility?

See Attachment #1 (At end of questions)

4. Would you please provide the terms of the existing parking management contract?

See Attachment #2 (At end of questions)

5. Would you please clarify whose options it is to renew on page 4, section 1?

It is the County's option to renew, provided the vendor is in agreement.

6. Would you please clarify as to whether or not the existing owner of the automatic machine would sell the machine in the event they are not longer the management company?

Selling the existing equipment is at the sole discretion of the owner; the County has no information regarding their intentions.

7. Would you please provide a copy of the "Parking Agreement" that is described in the 2nd paragraph of page 6?

See Attachment #3 Sample of Parking Agreement (At end of questions)

8. Would you please provide a copy of the booting policies as described in the 1st paragraph of page 7?

See Attachment #4 (At end of questions)

The contractor is given authority to set the booting policy, and the Court only provides the minimum requirements.

9. How many stalls were optioned for the year 2009 by the City of El Paso as described on page 9?

The City has exercised it's option, therefore, as stipulated in the specifications:

2009 Right to lease 100 spaces at \$35/space/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*.

10. Please distinguish as to whether the proposer needs 2 locations with over \$700,000.00 in revenue or 5 locations with over \$700,000.00 in revenue. There is a conflict between attachment 2.2 and the Proposer Qualifications section A on page 4 of the RFP.

As stipulated in ¶2A:

...“the Proposer must demonstrate at least five (5) years successful experience in the management and operation of at least two large public parking facilities that each include a minimum of 500 revenue-generating parking spaces with gross receipts over seven hundred thousand dollars (\$700,000.00) or more per year.

Attachment 2.2 is a Reference Release for Information and does make statements that conflict with ¶2A, therefore it is not understood what the “conflict” is.

11. Would you please indicate as to whether there is an existing Marketing Plan in place? If there is, please provide a copy or summary of the existing marketing plan?

There is not current marketing plan on file.

12. Would you please indicate whether a Letter of Credit is acceptable in lieu of a performance bond?

A Letter of Credit is not acceptable.

14. Please clarify the following items;

Item 2, B (pg 4): Is the County aware that the two items under Item 2 (Experience and Conflict of Interest) will exclude all local bidders from consideration on this project? There are no local bidders who satisfy the criteria set forth in Item A (Experience), and the local parking contractors in El Paso operate a variety of parking facilities within five (5) blocks of these County Parking Facilities.

This statement cannot be substantiated at this point. If the County does not receive any responses due to this qualification requirement, the County will reconsider reducing or eliminating the requirement when re-bidding.

**MONTHLY PARKING GARAGE FACILITY REVENUE
- YEAR TO YEAR COMPARISON REPORT -**

<u>DATE</u>	<u>MONTHLY</u>	<u>DAILY</u>	<u>OTHER*</u>	<u>TOTAL REVENUE</u>	<u>SALES TAX</u>	<u>NET OF TAXES</u>	<u>EXPENSES</u>	<u>COMMISSION DUE</u>
OCT-07	\$ 43,840.96	\$ 29,223.49	\$ 641.75	\$ 73,706.20	\$ 5,039.80	\$ 68,666.40	\$ -	\$ 55,799.76
NOV-07	42,307.51	28,034.67	(322.50)	70,019.68	4,837.95	65,181.73	-	52,663.56
DEC-07	45,650.37	24,903.25	80.00	70,633.62	4,676.26	65,957.36	-	53,361.62
JAN-08	44,728.92	26,232.70	38.00	70,999.62	4,894.02	66,105.60	-	53,495.04
FEB-08	42,974.27	26,589.39	25.00	69,588.66	4,842.10	64,746.56	-	52,271.90
MAR-08	44,966.35	22,377.00	540.02	67,883.37	4,640.60	63,242.77	-	50,918.49
APR-08	49,248.58	32,136.16	0.00	81,384.74	5,366.58	76,018.16	-	62,416.34
MAY-08	44,202.74	31,214.75	275.00	75,692.49	5,237.68	70,454.81	-	57,409.33
JUN-08	45,531.56	19,816.00	45.67	65,393.23	4,889.27	60,503.96	-	48,453.56
JUL-08	41,155.11	24,538.25	0.00	65,693.36	5,003.26	60,690.10	-	48,621.09
AUG-08	36,599.84	32,079.30	6,963.87	75,643.01	5,241.15	70,401.86	-	57,361.67
SEP-08	40,029.37	26,282.38	0.00	66,311.75	4,791.12	61,520.63	-	49,368.57
Total	\$ 521,235.58	\$ 323,427.34	\$ 8,286.81	\$ 852,949.73	\$ 59,459.79	\$ 793,489.94	\$ -	\$ 642,140.93
AVG	43,436.30	26,952.28	690.57	71,079.14	4,954.98	66,124.16		53,511.74
Percentage increase/decrease over FY07								
	5.30%	-18.68%	354.89%	-4.65%	-4.67%	-4.65%		-5.15%

<u>DATE</u>	<u>MONTHLY</u>	<u>DAILY</u>	<u>OTHER*</u>	<u>TOTAL REVENUE</u>	<u>SALES TAX</u>	<u>NET OF TAXES</u>	<u>EXPENSES</u>	<u>COMMISSION DUE</u>
OCT-08	\$ 33,512.05	\$ 34,354.89	\$ -	\$ 67,866.94	\$ 5,008.48	\$ 62,858.46	\$ -	\$ 50,572.61
NOV-08	40,958.38	22,347.28	0.00	63,305.66	4,288.92	59,016.74	-	47,213.39
DEC-08	60,095.06	26,299.09	0.00	86,394.15	5,905.82	80,488.33	-	66,439.50
JAN-09	47,582.39	24,598.18	0.00	72,180.57	4,504.34	67,676.23	-	54,908.61
FEB-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
MAR-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
APR-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
MAY-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
JUN-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
JUL-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
AUG-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
SEP-09	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
Total	\$ 182,147.88	\$ 107,599.44	\$ -	\$ 289,747.32	\$ 19,707.56	\$ 270,039.76	\$ -	\$ 219,134.11
AVG	45,536.97	26,899.86	0.00	72,436.83	4,926.89	67,509.94		54,783.53

THE STATE OF TEXAS §
COUNTY OF EL PASO § AGREEMENT

This is an AGREEMENT made by and between EL PASO COUNTY, a body corporate and politic under the laws of the State of Texas (County), and AMPCO SYSTEM PARKING (Contractor), a business located at ~~200 Milam, Suite 100~~, Houston, Texas 77002.

*815 Walker, Suite 340
Daly*

Recitals

Whereas, the County is in need of management of the County's parking facility located at 500 East Overland (the Parking Facility) consisting of 800 parking spaces as more specifically described in Exhibit D attached hereto;

Whereas, Contractor represents that it is qualified and capable of performing the services called for in this agreement and is willing to perform these services as provided herein;

Whereas, the County desires that Contractor provide the services as set forth herein;

Now, therefore, the County and Contractor, in consideration of their mutual promises and benefits, do mutually agree as follows:

Section 1. Scope of Services

Contractor shall operate the facility in the manner specified in Exhibit A. Contractor agrees to furnish all supervision, labor and materials required in order to operate, manage and maintain the Parking Facility and pay the County the fixed percentage of gross revenues on a monthly basis as listed and further described in Exhibit B.

Section 2. Compensation

County shall set the Parking Facility fees that Contractor shall use; however, Contractor acknowledges and agrees that persons entering the facility for jury selection shall not be charged for parking. Contractor shall pay to the County, during the term of this agreement, the percentage of gross revenues from the operation of the specified Parking Facility as set forth in Exhibit B. The term "gross revenues from operation" includes all receipts (excluding sales taxes) from operation of the Parking Facility during the term of this agreement. These payments shall be computed monthly and shall be delivered by Contractor to the County, along with gross receipts report, specified below,

DISTRIBUTED
Lina Goodale
HO to CA
Myrna - Box 4
05/22/04

to the County Treasury, for each calendar month of the term of this agreement on or before the last business day of the following or succeeding calendar month.

Section 3. Gross Revenue Reports/Audit

Contractor shall make monthly gross receipts reports. On or before the last business day of each calendar month, beginning with the calendar month following the calendar month of execution of this agreement, Contractor shall furnish to the County Auditor a sworn statement certifying as true and correct the amount of gross revenues from the operations of the Parking Facility for the immediately preceding calendar month. The County shall have the right, at any reasonable time to be determined by the El Paso County Auditor, to make periodic audits and inspections of the Contractor's records of gross receipts for all the Parking Facility specified in this agreement. Contractor shall keep and maintain such records in El Paso County, Texas.

Section 4. Term

This agreement is to commence on February 1, 2004 and, unless terminated sooner in accordance with the provisions hereof, shall terminate on January 31, 2007.

Section 5. Compliance

Contractor shall comply with all applicable city, county, state, and federal codes, laws, regulations, and ordinances in force during the term of this agreement. Contractor shall obtain, at its own expense, all permits, certificates, and licenses as may be required in the performance of the services required hereunder.

Section 6. Indemnity

Contractor shall defend, indemnify, and save whole and harmless the County and all its officers, agents, and employees from and against all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages, including death, received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this agreement. Contractor shall also defend and indemnify the County against claims by any subcontractor, supplier, laborer, materialman, or mechanic for payment for work or materials provided on behalf of Contractor in the performance of the services hereunder; and all such claimants shall look solely to Contractor and not to the County for satisfaction of all such claims.

~ ~ ~ ~

Section 7. Assignment

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of the County. As a condition of such consent, Contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Section 8. Insurance

Prior to the beginning of any work hereunder, Contractor shall provide proof and maintain the following insurance policies:

- a) statutory workers' compensation and employer's liability insurance with limits of not less than \$150,000.00 for accidental injury to one or more persons in anyone accident or occurrence.
- b) comprehensive general liability insurance with limits not less than \$300,000.00 per occurrence of bodily injury and limits not less than \$300,000.00 per occurrence of property damage.
- c) Automobile liability coverage with limits of \$300,000.00

Proof of these insurance policies is in the form of a letter or certificate from Contractor's insurance company and is attached hereto at Exhibit C, Insurance Coverage.

Section 9. Termination

Either party hereto may terminate this agreement at any time, either with or without cause, by giving the other party at least sixty days advance written notice. As soon as practicable after termination, Contractor shall submit, in accordance with Section 3, its gross receipts report showing in detail the revenues collected to the date of termination. Violation of any of the terms of this agreement can subject Contractor to immediate cancellation of this agreement without prior notice of cancellation. The County may, but is not required to, allow Contractor to cure the violation.

Section 10. Address of Notices

Any notice required or permitted to be given by one party to the other party under this Agreement may be given by certified or registered U. S. mail, postage prepaid, addressed to the appropriate party as follows:

Attn: Facilities Manager
El Paso County
Facilities Management
500 E. San Antonio, Suite M 1
El Paso, Texas 79901

Attn: Mr. Daniel G. Huberty
Regional Vice-President
Ampco System Parking
~~300 Milam, Suite 100~~ 815 Walker Suite 340
Houston, TX 77002

With a copy to: El Paso County Purchasing Agent
500 E. San Antonio, Suite 500
El Paso, Texas 79901

Any notice given as herein provided shall be deemed given and received upon deposit in the U.S. mail.

Section 11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement shall be binding and effective only if and when it has been signed by both parties.

Section 12. Performance Measures


Contractor shall perform according to the Performance Measures attached hereto as Exhibit E.

Section 13. Ownership of Facility and Equipment.

The facility and all equipment and fixtures presently existing or hereafter acquired by the County shall be and remain the property of the County.

Executed on the 2nd day of February, 2004 _____

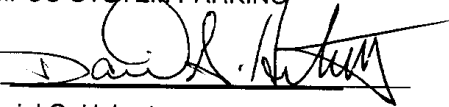
ATTEST:


County Clerk

EL PASO COUNTY, TEXAS



By 
County Judge Dolores Briones

AMPCO SYSTEM PARKING

By 

Daniel G. Huberty
Regional Vice President

Exhibit A
Scope of Services

Contractor Services and Responsibilities for Parking Facility at El Paso County shall include the following in addition to the services and responsibilities contained in Contractor's response to El Paso County RFP # 03 – 059 which is attached and made part of this contract.

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.

5. Market Rate Analysis

After operation of parking facility for six (6) months, Contractor will provide to El Paso County a current market rate analysis. Contractor will include with market rate analysis their recommendation for rates and hours of service. The County will review market rate analysis with Contractor and determine whether any rates and hours of service changes are necessary. The County reserves the right to set all parking rates.

Exhibit B

Contractor agrees to pay County 73% of gross revenue up to \$58,333/ month and 85.51% of gross revenue over \$58,333/ month.

Exhibit C
Insurance Certificates

Exhibit D

LEGAL DESCRIPTION

That certain parking garage being situated on Lots 11 through 20 inclusive, Block 198, El Paso, Texas commonly known as 500 East Overland, El Paso, Texas, containing approximately 26,700 square feet of parking area, excepting therefrom any and all commercial retail or office spaces or areas at ground level, which shall be managed by El Paso County.

Exhibit E
Performance Measures

Exhibit E

Performance Measures

In accordance with the response to El Paso County RFP # 03-059, AMPCO Systems Parking agrees to the following:

In order to improve the physical appearance of the facility, AMPCO Systems Parking will institute a daily/weekly and monthly list of task tailored to meet the specific needs of the County parking garage. The task shall include, but shall not be limited to, the overall cleanliness of the facility to include the stairways and all public areas. The list shall be submitted to the County Facility Manager for review and approval within ten days of starting operations.

Within thirty-days of beginning operations, AMPCO Systems Parking will perform the following:

Institute a daily regiment of bird control for the facility.

Power-sweep the entire facility. To be accomplished no less than monthly thereafter.

Re-stripe as necessary, all directional arrows and parking lines that are worn and not easily seen.

Install new signs showing rates and hours of operation at the ticket spitters.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AMENDMENT NUMBER 1 TO PARKING GARAGE MANAGEMENT AGREEMENT

On the 1st day of February, 2004, the County of El Paso, Texas (hereinafter called "Owner") and AMPCO System Parking a business located at 815 Walker, Suite 340, Houston, Texas 77002, (hereinafter called "Contractor") entered into a Management Agreement (attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Agreement for good and valuable consideration specified herein and to add to the Agreement the management of the County's parking garage located at 201 S. Campbell. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

Section 4. Term : Shall be extended to terminate on January 31, 2008.

Exhibit "B" : Current wording to be deleted in its entirety and replaced as follows:

"Effective May 1, 2006 and for each month thereafter during the duration of this agreement, Contractor agrees to pay the Owner 80% of gross revenue up to \$60,000.00 and 90% of gross revenue for amounts above \$60,000.00. Further, Contractor agrees to cap their profits at \$29,000.00 over a twelve-month period."

Exhibit "D": The following is to be added:

"And, That certain parking garage consisting of approximately 800 parking spaces, being situated on lots 1 through 10 inclusive, Block 198, El Paso, Texas commonly know as 201 S. Campbell, El Paso, Texas 79901.

This Amendment shall take effect May 1, 2006 regardless of the date of execution.

IN WITNESS WHEREOF, the parties execute this Amendment to Agreement on the 14th day of August 2006.

ATTEST:


County Clerk

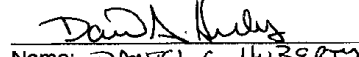



County Judge Dolores Briones

APPROVED AS TO CONTENT


Contract Administrator

AMPCO System Parking


Name: DANIEL G. HUBERTY
Title: REGIONAL V.P.

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MONTHLY PARKING APPLICATION / LEASE AGREEMENT						
INDIVIDUAL <input type="checkbox"/>	COMPANY <input type="checkbox"/>		EFF. DATE		<input style="width: 100px;" type="text"/>	
NEW <input type="checkbox"/>	CHANGE <input type="checkbox"/>		CANCELLATION <input type="checkbox"/>			
APPLICATION INFORMATION						
APPLICANT NAME		COMPANY NAME			BUSINESS PHONE	
BILLING ADDRESS					HOME PHONE	
CITY/STATE/ZIP			COMPANY CONTACT NAME		KEYCARD#	
QUANTITY OF ASSIGNED SPACES						
RESERVED		UNRESERVED		TANDEM		AUTHORIZED BY
QTY	RATE	QTY	RATE	QTY	RATE	
VEHICLE INFORMATION						
PRIMARY VEHICLE		LICENSE PLATE #		MAKE/MODEL		DRIVER'S LICENSE #
ALT. VEHICLE		LICENSE PLATE #		MAKE/MODEL		STATE
TAX INFORMATION						
TAXED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	IF THE ANSWER IS NO, WHAT IS THE TAX EXEMPT NUMBER? <input style="width: 100px;" type="text"/>			
PLEASE READ THIS CAREFULLY						
<p>This permit allows you to park one vehicle in a designated area at your sole risk. vehicle or assume care, custody, or control of your vehicle or its contents. loss to your vehicle or its contents. Only license to park is granted hereby, and no bailment is created. In the event that a lawsuit is filed for any casualty to your vehicle or its contents, you agree to defend and indemnify reasonable attorney fees. This is your entire contract and no /</p>				<p>does not agree to safeguard your is not responsible for fire, theft, damage or for any other type of loss including employee may modify or waive any of its items.</p>		
Customer's Initials <input style="width: 100px;" type="text"/>						

MONTHLY PARKING RULES AND REGULATIONS	
<p>1. Monthly parking fees are due the first of each month. If not paid by the fifth business day of the month, parking privileges are subject to cancellation. All checks are made payable to An invoice must be issued as your receipt.</p> <p>2. Use of the keycard by other than the designated use may result in cancellation of monthly parking privileges. Monthly parking authorization permits are non-transferable.</p> <p>3. reserves the right to confiscate all non-void or non-renewed keycard permits.</p> <p>4. Keycard holders should not take tickets from ticket machines. If you have forgotten you keycard, please notify the parking attendant. If you have taken a ticket to gain entrance, please submit the ticket at the exit with appropriate identification and approved validation from property management or parking manager.</p> <p>5. M</p> <p>6. Customer agrees to report any damage caused by customer's vehicle. If discrepancies exist, please see the parking manager.</p> <p>7. Customer agrees to follow the instructions of garage/lot personnel and/or posted signage.</p> <p>8. Prior notice of termination is required. Please contact the parking manager</p> <p>9. Do not leave tickets or keycards in vehicles.</p> <p>10. Do not leave valuables or phones in vehicles. Securely lock all possessions.</p> <p>11. Do not provide all keys when leaving them with an attendant.</p> <p>I AGREE TO ACCEPT MONTHLY PARKING PRIVILEGES BASED UPON THE ABOVE CONDITIONS.</p>	
(APPLICANT SIGNATURE) _____	DATE _____
APPROVED BY _____	



COUNTY OF EL PASO

500 E. SAN ANTONIO, SUITE M1
EL PASO, TEXAS 79901
TELEPHONE (915)546-2009
FAX (915)543-3820

TED TRAFFANSTED
FACILITIES MANAGER

BOOTING POLICY COMMISSIONERS COURT ORDERS

June 17, 2002 (Item #36, Motion #17)

1. Authorization to obtain and utilize wheel locking boots to immobilize vehicles illegally parked in the County Parking Facility.
2. Boot Removal Fee Set: \$50

June 6, 2005 (Item #40, Motion #19)

1. Contractor in charge of implementation of "booting policy" in garage.
2. Contractor given authority to exercise final decision making authority relating to "booting" policy involving the immobilization of vehicles illegally parked.

July 25, 2005 (Item #26, Motion #16)

1. Boot removal fee reduced from \$50 to \$25.
2. Acceptance of checks to pay boot removal fee.

