



REQUEST FOR PROPOSALS (RFP)

PARKING MANAGEMENT SERVICES

FOR THE

THIRD AVENUE GARAGE

Date Issued: April 17, 2024

PUBLIC PARKING AUTHORITY OF PITTSBURGH
232 Boulevard of the Allies
Pittsburgh, PA 15222

DAVID G. ONORATO, CAPP
EXECUTIVE DIRECTOR

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INTRODUCTION

The Public Parking Authority of Pittsburgh ("Authority") is soliciting Requests for Proposals for Professional Services (the "RFP") from qualified respondents with professional management experience for operation of the Third Avenue Parking Garage (the "Facility") located at 238 Fourth Avenue in Pittsburgh, Pennsylvania. The facility currently contains approximately 575 lined parking spaces and provides an additional valet assist component to increase capacity. The facility is anticipated to generate annual gross revenues in excess of \$3,000,000 during the term of the new Management Agreement. The current annual operating expense budget for the facility is just under \$1,600,000.

The operator will be responsible for all aspects of the day-to-day operations of the Facility, to be performed in a first class and professional manner. The form of the management agreement (the "Management Agreement") is attached as **Exhibit "A"** hereto and contains a detailed description of the responsibilities of the operator, compensation structure and other applicable terms and conditions. Proposers should carefully review all of the terms of the Management Agreement before preparing their proposals. As part of the response to the RFP, the Authority requests that each proposer state whether or not they are willing to accept the management Agreement in its present form in the RFP, subject only to review and approval by the Authority's solicitor and the Authority's Board.

1. ABOUT THIS DOCUMENT

This document is a Request for Proposals for Professional Services. It differs from an invitation for bid in that the Authority is seeking a solution, not a quotation meeting firm specifications for the lowest price. As such, the lowest price proposal does not guarantee an award recommendation. Instead, proposals will be evaluated based upon the criteria set forth herein and factors such as quality, experience in the field, availability and/or capability may figure into the evaluation.

The request for proposal process allows the Authority to negotiate with select respondents prior to awarding a contract. The Authority will thoroughly review all proposals received in a timely fashion and will utilize its best judgment when determining which respondents, if any, to schedule meetings with after receipt of all proposals. Subject to the other terms and conditions of this RFP, only those respondents that are qualified and responsible, as determined by the Authority, in its sole and absolute discretion, will be considered for an award of a contract hereunder.

2. FACILITY SYSTEM DESCRIPTION

A. Third Avenue Garage: This facility has five structurally supported levels and a slab on grade basement level that was opened in 1952 and recently rehabilitated in 2016-2017. The capacity of the garage is 575 parking spaces, the total area of the facility is 192,983 square feet with a typical floor area of 33,105 square feet. The parking levels of the garage are flat with two helix ramps that allow vehicular circulation between the levels. In addition, there are three (3) stairwells and two (2) cable-driven elevators located within the garage that allows for public ingress and egress. The Third Avenue Garage has two entrances and exits on both Third Avenue-one way towards Stanwix Street and Fourth Avenue-one way toward Grant Street. There is also

a bike park/repair station and lockers to lease on the first floor within the entrance and exit area of the garage. Facility System Description is set forth on **Exhibit “B”**.

3. MINIMUM QUALIFICATIONS / SCOPE OF WORK / PROJECT TIMELINE

A. Minimum Qualifications: The minimum qualification for the RFP is set forth on **Attachment 1** attached hereto and made a part hereof (the “Minimum Qualifications”)

B. Scope of Work: The Scope of Work for this RFP is set forth on **Attachment 2** attached hereto and made a part hereof (the “Scope of Work”).

C. Project Timeline: The contract for these retained professional services will be for work performed on the project initiated during the Authority’s 2024-2027 Fiscal years.

4. SCHEDULE AND DEADLINES FOR RFP

EVENT	TIME AND/OR DATE
RFP Issued	April 17, 2024
Mandatory Pre-Proposal Meeting Virtually (Via Teams)	Wednesday April 24, 2024 at 10:00am EST (Via Teams)
Deadline for Respondents to Submit Questions and Requests for Clarification/Interpretation/ Modification ("Request for Clarification Due Date")	Wednesday May 1, 2024 at 4:00pm EST
Deadline for Submission of Proposals ("Proposal Due Date")	Monday May 20, 2024 at 3:00pm EST
Anticipated Board Action	June 20, 2024

5. ADMINISTRATIVE REQUIREMENTS AND RELATED INFORMATION

A. To be considered responsive, respondents must submit (a) one (1) electronic copy of their proposal and (b) five (5) hard copies of their proposal in a clearly marked envelope by **3:00 p.m. EST on Monday May 20, 2024**, to the following address:

Christopher Holt, Director of Project Management
Pittsburgh Parking Authority
232 Boulevard of the Allies
Pittsburgh, PA 15222-1616
CHolt@pittsburghparking.com

B. Any proposals received after **3:00 p.m. EST on Monday May 20, 2024**, will be rejected.

C. The Authority reserves the right to extend or postpone the date and time for accepting proposals through an addendum to this RFP.

D. All proposals shall be signed by an individual authorized to bind the respondent and execute contracts on its behalf.

E. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts and other documentation submitted by a respondent shall become the property of the Authority when received. Nothing submitted shall be considered confidential or proprietary.

F. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the respondent's competence, business organization, and/or financial resources are adequate to perform in accordance with this RFP and any resultant contract.

G. The Authority may make such investigation as it sees fit to determine the ability of the respondent to perform the professional services specified herein, and the respondent shall furnish the Authority all such information and data for this purpose as requested by the Authority. The Authority reserves the right to reject any proposal if the proposal submitted by, or investigation of, such respondent fails to satisfy the Authority that such respondent is properly qualified to carry out the obligations of a subsequent contract with the Authority and to satisfactorily perform the professional services specified herein.

H. The Authority reserves the right to reject any or all proposals, waive any irregularities or defects in any proposal, and modify or postpone or terminate the project detailed herein in its entirety or with respect to any respondent, at any time, for any reason or no reason.

I. All costs and expenses incurred by a respondent in the preparation and delivery of a proposal will be the sole responsibility of the respondent. The Authority will not be liable for any amounts to any respondent in any manner, under any circumstances, including without limitation, as a result of the termination of the RFP process.

J. The receipt of proposals or other documents by respondents during any stage of the process will in no way obligate the Authority to enter into any contract with any respondent or make the Authority liable for any respondent costs. This RFP is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

K. No respondent, team member, employee, servant, agent, advisor, consultant or representative of that respondent may communicate with any other respondent, team member, employee, servant, agent, advisor, consultant or representative of any other respondent about the preparation of proposals. Each proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any respondent, team member, employee,

servant, agent, advisor, consultant, or representative of any other respondent. Each respondent is responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud.

6. CLARIFICATION OF REQUIREMENTS, ADDENDA & MODIFICATIONS

A. Any respondent in doubt as to the true meaning of any part of this RFP may request a clarification, interpretation and/or modification thereof from the Contact Person (as hereinafter defined). At the request of the respondent, or in the event the Authority deems the response to the request to be substantive, the clarification, interpretation and/or modification shall be made by an addendum. Requests for clarification, interpretation and/or modification must be submitted in writing to the Contact Person by **4:00 p.m. EST on Wednesday May 1, 2024** any request received after this deadline will not be considered.

B. Inquiries regarding the RFP and all requests for clarification, interpretation or modification of the RFP must be directed in writing via e-mail, to Christopher Holt at cholt@pittsburghparking.com and projectmanagement@pittsburghparking.com (the "Contact Persons").

C. If any alleged errors are noted in the RFP, a respondent should immediately notify the Contact Person and, if confirmed, an addendum shall be issued.

D. The Authority will not accept telephone calls or any other forms of communication pertaining to this RFP, except as set forth in this Section 6.

E. This RFP may be updated, supplemented or amended at any time by the Authority. Any changes, additions, deletions, or clarifications to the RFP will be made by addenda issued by the Authority.

F. Any addendum issued by the Authority shall be considered part of the RFP.

G. Addenda will be sent via e-mail to the contact representative listed on the sign in sheet from the mandatory pre-proposal meeting. The Authority will make reasonable efforts to notify respondents in a timely manner of modifications to the RFP. Notwithstanding the foregoing, each respondent shall be responsible for ensuring that its proposal reflects all addenda issued by the Authority prior to the proposal due date.

7. CONTRACT REQUIREMENTS

Each respondent, in its proposal, must agree to be bound by the following requirements, should it be awarded a contract about this RFP:

A. Except for the gross negligence or willful misconduct of the Authority, respondent shall indemnify and hold harmless the Authority, its successors and assigns, from and against any and all loss, damage and liability and for any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of respondent, and from and against any and all damages to property, including the property of the Authority, its successors and assigns, caused

by or arising out of or claimed to have been caused by or to have arisen out of any act or omission in connection with the contract respecting this RFP, whether or not occasioned by the negligence of the Authority, respondent, or either party's agents, servants or employees. For purposes of enforcing this provision, respondent hereby waives any or all immunities it may have under the Pennsylvania Workers' Compensation Act or otherwise. This indemnification obligation shall survive termination or expiration of the contract.

B. Respondent shall maintain, at all times until the termination of the contract, the following insurance:

TYPE	AMOUNT
Workers Compensation	Statutory. With Employers Liability Limits of: Each Accident.....\$1,000,000.00 Disease-Each Employee..\$1,000,000.00 Disease-Policy Limit.....\$1,000,000.00
Garage Keepers Legal Liability – written on a direct primary basis.	Per Occurrence \$1,000,000.00
Contractor's Public Liability including Bodily Injury and Property Damage	Per Occurrence\$1,000,000.00 Per Annual Aggregate.....\$2,000,000.00
Automotive Property Damage and Bodily Injury	Per Occurrence \$1,000,000.00
Professional Errors & Omissions	Per Occurrence \$1,000,000.00
Cyber Liability – First and Third Party	Per Occurrence.....\$1,000,000.00
Umbrella Liability Excess of Public Liability (BI&PD), Auto Liability (BI&PD), and Employers Liability	Annual Aggregate \$5,000,000.00

C. Respondent shall include the Authority as an "Additional Insured" on the insurance described in this Section 7.

D. Respondent waives all right of subrogation against the Authority, its subsidiaries, agents, officers, directors and employees for recovery of damages to the extent covered by any insurance applicable to the project and will secure appropriate waivers from the insurers providing coverage applicable to the project.

E. Insurance will be written through financially responsible companies with an A.M. Best rating of A- VII or better.

F. By specifying the above minimum insurance requirements, the Authority does not represent that coverage and limits will necessarily be adequate to protect respondent, and such coverage limits will not be deemed as a limitation of respondent's obligations hereunder.

8. PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held electronically on **Wednesday April 24, 2024, at 10:00 a.m. EST virtually via Teams**. This virtual Teams Pre-Proposal meeting is mandatory, and each attendee must sign in via an online form. The teams link will be posted alongside the RFP document and advertisement on the Authority’s website at www.pittsburghparking.com under Doing Business with the PPA.

9. PROPOSAL REQUIREMENTS

Each proposal should be in the format set forth below and not exceed forty-five (45) pages and will be rated on a 100-point scale. Rating will be according to the degree to which a respondent demonstrates its capacity to satisfy the requirements set forth herein. Please organize your proposal so that it addresses each of the following items. Each proposal should include the following parts, which will be assigned the indicated point values:

**A. Letter of Introduction, Executive Summary & Contact Information Form:
(Total possible score: 5 Points)**

Include a letter of introduction describing the proposer and a general overview of the proposal. The summary must be signed by and contain the name, address, phone number and email address of the person authorized by the proposer to execute a Management Agreement and the person to communicate with the Authority in connection with this RFP. The submission of the letter will constitute a representative by the Proposer that the proposer is willing and able to perform the commitments contained in the proposal.

The contact information form shall also be filled out and signed by the proposer’s contact representative. Reference **Exhibit “I”**.

B. Experience and Qualifications: (Total possible score: 15 Points)

In order to be considered for selection, a corporation or legal entity (a “Proposer”) shall meet or exceed the following minimum qualifications. Proposals that do not meet the following minimum requirements shall not be considered.

- i. **Relevant Experience:** Describe other facilities comparable to the Facility which has been operated by the Proposer within the past five (5) years, including Municipal contracts, central pay-on-foot equipment, etc. The description should include staffing requirements, annual gross revenues, annual budget, schedule and a summary of the scope of responsibilities. This section should also refer to any objective evidence of the quality of the Proposer’s performance with respect to the Facility, exercise of renewal options, etc. Descriptions should be limited to one (1) page for each facility.
- ii. **Qualifications:** Identify and describe the qualifications of each key person on the team for the Facility, including the operator’s manager. Brief resumes may be included for each key person. Describe the role each will play in the operation of the Facility. Include a description of staffing policies and the retention measures that will ensure that the key individuals listed and identified will continue performing the functions identified in the proposal. In addition, the proposal

should include a written assurance that such key personnel will not be transferred in or out of the Facility without the Authority's prior approval. Describe how the Proposer will maintain adequate coverage despite absenteeism, vacations, leaves or turnover of employees, as well as provide valet assist services when needed for day-to-day operations, Conventions, Special Events, etc.

- iii. **References:** Proposer must be able to provide references from at least five (5) unrelated owners of five (5) separate parking facilities, three (3) of which must meet all of the requirements set forth in Section II Minimum Qualifications listed previously (preferably other public agencies). Include authorization to contact and contact persons for each of these references.

C. Financial Statements and Bonding Financial Stability (Pass/Fail)

Provide for each of the three (3) consecutive full fiscal years of the Proposer prior to the date of this RFP a balance sheet and the related statement of income and cash flows. Each financial statement must be certified by a reputable certified public accounting firm as being prepared in accordance with GAAP and as accurately presenting the financial position of Proposer, subject to any notes contained in the financial statement.

In addition, submit a signed letter from an insurance and/or broker stating that such broker has reviewed the insurance and bond requirements contained in the Management Agreement and that the Proposer will be able to obtain and maintain the insurance and bonding required under the Management Agreement.

D. Detailed Operational Plan (Total possible score: 35 Points) Maximum 5 pgs.

Provide a plan for the day-to-day management and operation of the Facility. Describe management structure, personnel and staffing policies (including recruitment and retention plans). Include cash handling procedures and reporting methods. In addition, include plans for increasing parking volume and maximizing revenues. This should include ideas regarding valet assist options within the Facility, possible shuttle service, etc.

The Operational plan should include a plan for the marketing of the Facility, including enhancement of the Facility's public image, advertising, area merchant coordination and examples of any successful marketing plan utilized by the Proposer at other comparable facilities. The Authority wishes to explore marketing programs necessary and available including a wide variety of courtesies or amenities for its patrons, both transient and lease.

An annual operational staffing plan shall be submitted by the Proposer, which shall detail the number of all employees the Proposer would use to staff the Facility during the various hours over the course of a 24-hour day. The plan should be based mainly on anticipated normal operations at the Facility. The Proposer shall also include plans and ideas for staffing during expected congested periods such as Conventions, Special Events and Holidays. The annual staffing plan is subject to approval and modification by the Authority. The Operator shall provide

staffing according to this annual operational staffing plan, which may be modified as needed by the Authority. Each Proposer shall submit a sample staffing plan including cost and labor schedules using the format attached hereto as **Exhibit “D”**.

E. Management Fee Proposal (Fee, payroll taxes, Workers’ Compensation and Liability Insurance), Budgets and Cost Containment Measures (Total possible score: 25 points) -Maximum 3 Pgs.

Specify in the proposal the initial Management Fee under the Operating Agreement. Provide a pro forma annual budget for the first twelve-month period of operation, including all projected costs and expenses in the format attached hereto as **Exhibit “E & F”**. In addition, include a description of projected annual adjustments of the budget (on a line item basis) over each of the four succeeding twelve-month periods. Finally, describe measures that will be taken to control and contain costs and expenses.

The Authority intends to award this contract to the Proposer that it considers will provide the best, most professional overall parking management services at a responsible and justifiable cost. The Authority reserves the right to accept other than the lowest priced offer and to reject any and/or all proposals. The Authority’s selection will be subject to the approval of the Public Parking Authority Board of Directors.

F. Maintenance Plan (Total possible score: 10 Points) — Maximum 2 Pgs.

Provide a detailed plan for maintaining the cleanliness and safety of the Facility. Proposers must include proposed Janitorial component of the staffing schedule in **Exhibit “D”** attached hereto and should pay careful attention to the Facility Maintenance Standards set forth in **Exhibit “C”** attached hereto when preparing their Maintenance Plan. Equipment recommendations and requirements should also be suggested and provided.

Janitorial services at the Facility are currently mostly performed by the Garage Attendant staff. This should not be considered as the only method of maintenance means available. As noted in Section III above, alternative and unique solutions are welcome provided they are thoroughly explained, and their implementation meets the needs set forth by the Authority.

G. MWDBE Participation: (Total possible score: 10 Points)

The Authority is committed to the ideal of providing all citizens equal opportunity to participate in the Authority’s contracting opportunities. It is therefore the Authority’s goal to encourage increased participation of minority groups and women in all Authority contracts. The Authority requires that all respondents demonstrate good faith efforts to obtain the participation of Minority-Owned Business Enterprise (MBE’s) and Women-Owned Enterprises (WBE’s) work to be performed under Authority contracts. The levels of participation MBE and WBE participation will be monitored by the Authority’s Department of Project Management. In order to ensure that there are opportunities for historically disadvantaged minority groups and woman

to participate on Covered Contracts, and consistent with the Authority’s current equal employment opportunity practice and goals, the Authority will review contracts to include an evaluation of a consultant’s employment of minority groups and women, encourage goals of twenty-five (25) percent and ten (10) percent respectively. It is the Authority’s goal to encourage participation by veteran-owned small businesses in all contracts. The Authority shall have an annual goal of not less than five (5) percent participation by veteran/disabled-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to the contracts. The levels of veteran-owned participation will be monitored by the Authority’s Department of Project Management. Provide tangible evidence that your organization has made a good faith effort to satisfy these goals. Respondents can contact the Pennsylvania Unified Certification Program (PAUCP) at their website www.paucp.com for listings of certified professional services. Please refer to **Exhibit “H”** of the RFP for the required MWDBE Participation Forms. Failure to submit a properly completed form along with documentation of Good Faith Commitment may result in rejection of the proposal.

Proposal Requirements	Max Score
A. Letter of interest, Summary & Contact information Sheet	5
B. Experience & Qualifications	15
C. Financial Stability	P/F
D. Detailed Operations Plan	35
E. Management Fee Proposal	25
F. Management Plan	10
G. MWDBE Participation	10
TOTAL POSSIBLE PROPOSAL SCORE	100

10. EVALUATION AND SELECTION

A. The Authority will form a selection committee (the "Selection Committee") to review and recommend proposals. The Board of Directors of the Authority has the final authority, in its sole and absolute discretion, for authorizing a contract with the Authority.

B. A shortlist of respondents may be scheduled for a structured oral presentation or interview and for discussions regarding best and final offers. Any such presentations shall be at no cost to the Authority. The Authority also reserves the right to visit the respondent's facilities. The oral interview may be recorded or videotaped by the Authority. At the end of the oral presentation/interview process, if any, any shortlisted respondents may be required to submit

revised proposals to be reviewed again in accordance with Section 9 and this Section 10. Subject to the other terms and conditions of this RFP, the successful respondent will be recommended for contract negotiation.

C. The Authority anticipates executing a contract with the successful respondent within fifteen (15) days following award of the contract.

[ATTACHMENTS & EXHIBITS TO FOLLOW]

ATTACHMENT 1

MINIMUM QUALIFICATIONS

Minimum Qualifications

In order to be considered for selection, a corporation or legal entity (a “Proposer) shall meet or exceed the following minimum qualifications. Proposals that do not meet the following minimum requirements shall not be considered.

- A. Existence:** The proposer must have been in existence for a continuous period of five (5) years prior to the date of this RFP.
- B. Experience:** The proposer must have at least two (2) years of continuous, first-hand experience in all aspects of the operation of facilities similar in complexity and size of the Third Avenue parking facility described in **Exhibit “B “which**, at all times during such two (2) year period:
1. Had a parking space capacity of at least 200 spaces distributed over at least three (3) levels.
 2. Had annual gross revenues of at least \$1,000,000.
 3. Had an annual budget of at least \$500,000.
 4. Was staffed and open to the general public preferably on a 24-hour basis, or a minimum of 18-hour basis.
 5. Must have a minimum of two (2) years professional experience in the use of automated pay station and automated revenue control and software.
- C. Existing Employees:** The Operator must offer all jobs to the existing employees unless, as a result of pre-employment screening, there is a valid reason for not retaining a specific employee.
- D. General**
1. The Authority will not accept a proposal if:
 - a. Any necessary proposal document is incomplete, misleading, or missing.
 - b. Any RFP forms are left blank, incomplete, or changed in any way.
 2. The Proposer shall prepare the proposal and submit its contents in accordance with the provisions set forth in the RFP.

3. Any attempt to improperly influence any member of the Authority Selection Committee shall disqualify a proposer without consideration.

ATTACHMENT 2

SCOPE OF OPERATIONAL SERVICES

Scope of Operational Service

The Scope of Operational Service is to be used as a general guide and is not intended to be a complete list of all functions, specifications and requirements necessary to operate the Facility. The following functions and requirements are just some of those assumed necessary to operate an efficient, successful and professional Facility. Each Proposer is encouraged to propose the best solutions possible to meet the needs of the Authority. If alternative or unique solutions are submitted, the Proposer will be expected to thoroughly explain the solutions, and how they do indeed meet the specifications and requirements set forth by the Authority in the RFP.

A. Management Functions:

1. To provide hiring, training, and direct supervision of all employees in conjunction with the operation of the Facility during the hours designated in this RFP. To provide personnel training, including customer service training for all operational employees at least once per year, subject to the approval of the Authority. To assume all the responsibilities of the Authority and comply with all terms of the Management Agreement, including all disciplinary matters.
2. To supervise and ensure that the Facility is staffed by competent, trained personnel adhering to the pre-approved staffing schedule set forth in **Exhibit "D"** for management, supervisory and attendant personnel.
3. To supervise and directly monitor all ancillary contracted services including, but not limited to security, elevator, janitorial and parking equipment repair/maintenance to ensure the Facility is kept in a first-class, clean, sanitary and safe condition at all times.
4. To be responsible for all transient, monthly and validation parking revenues, including the collection (with the exception of lease revenue), accounting and deposit thereof.
5. To make recommendations on more efficient strategies as far as customer service, maintenance, public safety, parking equipment, parking rate and traffic issues.
6. To generate and provide to the Authority Daily Revenue Reports clearly stating the total number of tickets issued, redeemed, voided and lost tickets, financial transactions, garage conditions or any other information requested by the Authority.

B. Financial Reporting Functions:

1. To collect parking fees from all transient and validation parking patrons including all cashier, pay station and validation parking collections. To implement and follow the most effective, safest cash handling procedures.

2. To deposit on a timely basis all revenues into the Authority's designated bank accounts.
3. To complete in a timely and accurate fashion all daily, monthly, and annual revenue and Facility utilization reports in a format pre-approved by the Authority.
4. To prepare and complete in a timely and accurate fashion all monthly financial statements of all revenue and expenses.
5. To maintain accurate and complete records, reports and audits and properly store this information appropriately and accordingly.
6. To submit an annual Operating Budget on the pre-approved format and prior to the deadlines provided by the Authority. The first draft of the Operating Budget shall be submitted by June 15 of each Fiscal Year.
7. To process for payment in an accurate and timely fashion all invoices for services rendered to the Facility, monthly and quarterly tax payment calculations, employee benefit premiums, weekly payroll, etc.

C. Operational Functions:

1. To comply with any and all Authority operating instructions.
2. To comply with all Federal, State and City laws and administrative codes.
3. To supervise the distribution and installation of parking tickets used in conjunction with parking control equipment and to ensure that all ticket machines always have sufficient inventory of parking tickets.
4. To prepare and subsequently review weekly staffing schedules and to plan the schedules to insure minimal use of overtime hours used at the Facility.
5. To provide the Authority with a time-keeping system for employees that includes their name and employee number, with data approved by the operator's manager prior to processing payroll. To provide the Authority with appropriate documentation for payroll, including time cards, computer printouts of payroll processing, hours (regular, overtime, sick, holiday, etc.) in conjunction with the Management Agreement, and to pay on behalf of the employees Payroll Taxes, Worker's Compensation Insurance, Health & Welfare and other benefits pursuant to the Management Agreement, but with prior approval of the Authority before these expenses are paid.
6. To develop and effectively implement special event, holiday shopping or convention valet assist programs to increase the capacity of the existing parking structure.
7. To coordinate with the City of Pittsburgh Police Department personnel the contracting of Traffic Control Officers necessary during large special event or convention periods.
8. To ensure all operational and security personnel are appropriately uniformed. The Operator will be responsible for the provision of uniforms for parking personnel and shall adhere to strict enforcement of any and all uniform codes set forth by the Authority.
9. To obtain all permits, licenses, certificates and all other documentation necessary for the Operator's operation of the Facility.

10. To secure the necessary liability and property damage insurance appropriate for the Facility.
11. To attend bi-weekly Operations meetings held by the Authority.
12. To assist the Authority with the scheduling for various capital improvements to be performed in the Facility.
13. To maintain a Facility logbook which includes reports of any and all incidents that occur in the Facility and individual Incident Reports when there is a customer complaint vehicle break-in, equipment failure and other events.
14. To report immediately to the Authority any incidents that requires the summoning of the City of Pittsburgh Police and/or Fire Departments or any other government agency responding to an emergency at the Facility.
15. To remain knowledgeable of current parking equipment revenue control hardware and software technology and make recommendations to the Authority which would benefit the operation.
16. To assure that all employees that interact with the public speak clearly and politely and deals with the patrons in a courteous manner at all times and avoids all conduct which makes the patron feel threatened, abused, insecure or neglected.
17. To continuously improve on customer service techniques.

Proposers should review the pertinent sections and exhibits in the Management Agreement and may suggest a modified scope as part of their submittal.

D. Overriding Components

A. Parking Rate Information

Parking rate recommendations are ultimately approved by the Public Parking Authority of Pittsburgh Board of Directors. The Authority staff, through recommendations made by the Operator, submits at its discretion any parking rate recommendations to the Board for review and subsequent approval. The Authority shall notify the Operator of any parking rate changes approved by the Board of Directors, who will then be responsible for charging each patron the appropriate fees.

ATTACHMENT 3
2024 APPROVED ANNUAL OPERATING BUDGET

	CY 2024
<u>OPERATING REVENUES:</u>	
FACILITY PARKING RECEIPTS	
DAY TRANSIENT	\$ 1,468,000
EVENING/WEEKEND TRANSIENT	\$ 268,150
LEASES	\$ 831,800
TOTAL PARKING FACILITY RECEIPTS	\$ 2,567,950
COMMERCIAL RENT	\$ 191,565
OTHER OPERATING INCOME	\$ -
TOTAL OPERATING REVENUES	\$ 2,759,515
<u>OPERATING EXPENSES:</u>	
<i>THE FOLLOWING EXPENSES ARE PAID DIRECTLY BY THE PITTSBURGH PARKING AUTHORITY:</i>	
SUPPLIES AND EQUIPMENT	\$ 10,900
UTILITIES	\$ 80,422
INSURANCE	\$ 26,361
REPAIRS AND MAINTENANCE	\$ 107,870
TAXES AND LICENSES	\$ 670,383
OTHER EXPENSES	\$ 2,000
CONTRACTUAL AND PROFESSIONAL SERVICES	\$ 53,595
SECURITY	\$ 329,450
TOTAL PPA OPERATING EXPENSES	\$ 1,280,981
<i>THE FOLLOWING EXPENSES ARE MANAGED FACILITIES EXPENSES (MAN-FAC) THAT ARE REIMBURSED TO THE PARKING MANAGEMENT SERVICES COMPANY:</i>	
MANAGED FACILITIES - SALARY - FULL TIME	\$ 203,400
MANAGED FACILITIES - SALARY - OVERTIME	\$ 1,500
MANAGED FACILITIES - PENSION	\$ 3,500
MANAGED FACILITIES - PAYROLL TAXES - FICA	\$ 11,000
MANAGED FACILITIES - PAYROLL TAXES - SUTA	\$ 4,500
MANAGED FACILITIES - PAYROLL TAXES - FUTA	\$ 400
MANAGED FACILITIES - PAYROLL TAXES - CITY PAYROLL	\$ 750
MANAGED FACILITIES - HEALTH BENEFITS	\$ 6,500
MANAGED FACILITIES - OFFICE SUPPLIES	\$ 1,000
MANAGED FACILITIES - TELECOMMUNICATIONS	\$ 3,000
MANAGED FACILITIES - WORKERS COMP INSURANCE	\$ 6,000
MANAGED FACILITIES - FACILITY INSURANCE	\$ 16,300
MANAGED FACILITIES - SIGNAGE	
MANAGED FACILITIES - MAINTENANCE & REPAIR	\$ 6,000
MANAGED FACILITIES - CLEANING SUPPLIES	\$ 4,000
MANAGED FACILITIES - SNOW REMOVAL	\$ 8,000
MANAGED FACILITIES - POSTAGE	
MANAGED FACILITIES - MISCELLANEOUS	\$ -
MANAGED FACILITIES - TICKETS	\$ 2,500
MANAGED FACILITIES - UNIFORMS	\$ 400
MANAGED FACILITIES - SECURITY	\$ 600
MANAGED FACILITIES - MANAGEMENT FEES	\$ 28,700
TOTAL MANAGED FACILITIES EXPENSES	\$ 308,050
TOTAL OPERATING EXPENSES	\$ 1,589,031
18	
<u>OPERATING REVENUE MINUS OPERATING EXPENSES</u>	\$ 1,170,484

**ATTACHMENT 4
REVENUE AND EXPENSE HISTORY**

	CY 2021	CY 2022	CY 2023
OPERATING REVENUES:			
FACILITY PARKING RECEIPTS			
DAY TRANSIENT	\$ 908,007	\$ 1,258,879	\$ 1,551,897
EVENING/WEEKEND TRANSIENT	\$ 252,554	\$ 283,922	\$ 309,836
LEASES	\$ 704,875	\$ 786,540	\$ 828,158
TOTAL PARKING FACILITY RECEIPTS	\$ 1,865,436	\$ 2,329,341	\$ 2,689,891
COMMERCIAL RENT	\$ 187,396	\$ 184,655	\$ 195,032
OTHER OPERATING INCOME	\$ -	\$ 663	\$ 2,855
TOTAL OPERATING REVENUES	\$ 2,052,832	\$ 2,514,659	\$ 2,887,778
OPERATING EXPENSES:			
<i>THE FOLLOWING EXPENSES ARE PAID DIRECTLY BY THE PITTSBURGH PARKING AUTHORITY:</i>			
SUPPLIES AND EQUIPMENT	\$ 9,168	\$ 5,070	\$ 5,280
UTILITIES	\$ 79,014	\$ 96,920	\$ 93,180
INSURANCE	\$ 17,117	\$ 18,791	\$ 20,329
REPAIRS AND MAINTENANCE	\$ 86,139	\$ 54,859	\$ 100,996
TAXES AND LICENSES	\$ 534,904	\$ 654,500	\$ 751,765
OTHER EXPENSES	\$ 20,220	\$ 4,720	\$ 4,078
CONTRACTUAL AND PROFESSIONAL SERVICES	\$ 26,045	\$ 41,166	\$ 48,122
SECURITY	\$ 280,913	\$ 299,650	\$ 318,113
TOTAL PPA OPERATING EXPENSES	\$ 1,053,520	\$ 1,175,676	\$ 1,341,863
<i>THE FOLLOWING EXPENSES ARE MANAGED FACILITIES EXPENSES (MAN-FAC) THAT ARE REIMBURSED TO THE PARKING MANAGEMENT SERVICES COMPANY:</i>			
MANAGED FACILITIES - SALARY - FULL TIME	\$ 123,533	\$ 136,640	\$ 149,284
MANAGED FACILITIES - SALARY - OVERTIME	\$ -	\$ 817	\$ 1,272
MANAGED FACILITIES - PENSION	\$ 3,128	\$ 3,044	\$ 2,845
MANAGED FACILITIES - PAYROLL TAXES - FICA	\$ 9,052	\$ 10,141	\$ 11,016
MANAGED FACILITIES - PAYROLL TAXES - SUTA	\$ 2,729	\$ 3,861	\$ 4,474
MANAGED FACILITIES - PAYROLL TAXES - FUTA	\$ 223	\$ 367	\$ 425
MANAGED FACILITIES - PAYROLL TAXES - CITY PAYROLL	\$ 650	\$ 729	\$ 792
MANAGED FACILITIES - HEALTH BENEFITS	\$ 5,636	\$ 5,748	\$ 6,473
MANAGED FACILITIES - OFFICE SUPPLIES	\$ 716	\$ 1,247	\$ 1,941
MANAGED FACILITIES - TELECOMMUNICATIONS	\$ 1,976	\$ 2,141	\$ 3,113
MANAGED FACILITIES - WORKERS COMP INSURANCE	\$ 4,729	\$ 5,306	\$ 5,769
MANAGED FACILITIES - FACILITY INSURANCE	\$ 14,175	\$ 15,242	\$ 16,301
MANAGED FACILITIES - SIGNAGE	\$ -	\$ -	\$ -
MANAGED FACILITIES - MAINTENANCE & REPAIR	\$ 141	\$ 5,544	\$ 3,600
MANAGED FACILITIES - CLEANING SUPPLIES	\$ 3,364	\$ 3,016	\$ 2,927
MANAGED FACILITIES - SNOW REMOVAL	\$ 353	\$ 428	\$ 6,373
MANAGED FACILITIES - POSTAGE	\$ 16	\$ 58	\$ 28
MANAGED FACILITIES - MISCELLANEOUS	\$ 138	\$ 111	\$ 663
MANAGED FACILITIES - TICKETS	\$ 2,414	\$ 3,211	\$ 2,550
MANAGED FACILITIES - UNIFORMS	\$ 234	\$ 327	\$ 315
MANAGED FACILITIES - SECURITY	\$ 202	\$ 431	\$ 520
MANAGED FACILITIES - MANAGEMENT FEES	\$ 28,419	\$ 28,653	\$ 28,653
TOTAL MANAGED FACILITIES EXPENSES	\$ 201,830	\$ 227,062	\$ 249,336
TOTAL OPERATING EXPENSES	\$ 1,255,350	\$ 1,402,738	\$ 1,591,199
OPERATING REVENUE MINUS OPERATING EXPENSES	\$ 797,481	\$ 1,111,923	\$ 1,296,579

EXHIBIT A

PARKING MANAGEMENT AGREEMENT (EXAMPLE)

This AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the Public Parking Authority of Pittsburgh (hereinafter referred to as "PPAP") and _____ (hereinafter referred to as "Operator"). It is understood and agreed that Operator shall be defined to include Operator and Operator's agents, invitees, assignees, contractors and subcontractors utilized by Operator in the performance of services under this AGREEMENT or otherwise provided.

In consideration of the mutual covenants set forth below the parties agree as follows:

1. Premises. This AGREEMENT provides for the performance of certain Parking Services by Operator within and upon the Third Avenue parking facility listed in Exhibit 1 (hereinafter referred to as "Facility").

2. Term. The term of this AGREEMENT shall be for three (3) years with two (2) one-year options, commencing upon _____; provided, however, this AGREEMENT may be cancelled by either party at any time upon issuance of a sixty (60) day written notice to the other, without penalty to either party.

3. Parking Services. Operator shall perform the following services ("Parking Services") within and upon the Facility during the term hereof:

- (a) Management and operation of the Facility;
- (b) Collection of parking revenues derived from the use of the Facility;
- (c) Employment of personnel for the management and maintenance of the (Facility maintenance requirements) are set forth in **Exhibit "C"**;
- (d) Maintenance of accounting records of all income and expenses related to the management and operation of the Facility, with the exception of the collection of monthly parking income;
- (e) Periodic consultation with PPAP on matters involved in the operation of the Facility.
- (f) On-site administration of service contracts approved by PPAP.

4. Management Fees and Operator's Expenses. PPAP shall pay to Operator as its Management Fees for each month of the term hereof, fees set forth in **Exhibit "E"**. In addition, PPAP shall reimburse Operator for those expenses and costs incurred by Operator in the performance of its Parking Services ("Operating Expenses"). Such Operating Expenses shall

include, without limitation, the aggregate of : salaries and wages; payroll taxes (SUTA and FUTA for only employees working 40 hours per week at the Facility); workers' compensation insurance up to _____% of payroll; health insurance; a qualified pension plan reviewed and approved by PPAP; supplies; signs; facility maintenance; tickets; and all other necessary and reasonable approved direct costs related to such parking services. Operating Expenses shall not include any of Operator's general overhead expense which shall include, but shall not be limited to:

- (a) Administrative and related costs and expenses incurred in the operation of the Facility or the other operations of Operator, as they are incurred in the general management of the affairs of the Facility or Operator's other operations, including the monitoring of the operation and management of the Facility and main office personnel;
- (b) Insurance referred to in Paragraph 16 of this agreement with the exception of Worker's Compensation Insurance;
- (c) Maintenance of the general books and records of Operator;
- (d) Office supplies and equipment used by Operator which are not used exclusively for the Facility;
- (e) Postal, telephone and travel expense related to the management of the Facility
- (f) Any deductible amounts from insurance required under Section 16 of this agreement; and
- (g) The cost of any area supervisors or couriers who are not employed at the Facility on a full- time basis.

5. Allocation of Location Managers. The payroll costs of Location Managers shall be considered an Operating Expense. However, no Location Manager shall perform services at parking facilities other than the Third Avenue parking facility.

6. Payment for Employee Vacations. Employee vacations shall be reimbursed based on years of service (Attachment G); employees schedule as of January 1, of the current year and employee schedule of the previous year.

7. Service Contracts. Operator shall not enter into any contracts maintaining, repairing or serving the Facility without prior written approval of PPAP.

8. Monthly Statement To The PPAP. For accounting purposes, the month ("Accounting Month") shall end at the close of business on the last day of the month. Within seven (7) days after the end of each Accounting Month, Operator shall submit to PPAP a reasonably detailed written statement of the gross revenues collected, the Management Fee earned, and the Operating Expenses

incurred during the preceding month. Invoice and cost backup must be provided for all operating expenses. Operator shall also submit to PPAP a detailed list of accounts receivable for the month, along with various management reports deemed necessary by PPAP. PPAP shall reimburse Operator fee all Direct Operating Expenses, plus the Management Fees earned within forty-five (45) days of receipt of the Monthly Statement.

9. Operator's Accounting. Operator shall maintain, for a period of 5 years from the date of submitting such statements to PPAP, records of such gross revenues collected, and operating expenses disbursed in accordance with recognized accounting practices. Parking tickets shall be retained by Operator as per City of Pittsburgh Parking Tax Ordinance Section 503. Upon reasonable notice to Operator, PPAP or its designated agent may examine Operator's records pertaining to the operation of the Facility.

10. Staffing Schedule. Operator shall provide a schedule of employee positions (Exhibit 4) to be employed "on-site" in the direct management of the Facility. The staffing schedule shall include the number of employees, scheduled hours, job titles, hourly wage rates, salaries and related fringe costs including pension, health, and welfare costs. PPAP must agree to the number of employees necessary to staff the Facility.

11. Bank Account. Operator shall deposit into a PPAP bank account to be designated by PPAP. Operator shall deposit daily into the account, all gross revenues derived in connection with the operation and management of the Facility.

12. Budget. On or before June 15th prior to the commencement of each fiscal year during the term of this AGREEMENT, Operator shall submit to PPAP a pro forma budget projection (Exhibit 5) for the ensuing fiscal year. The Budget shall include a detailed projection of gross revenues and operating expenses. Each such proposed Budget, prior to adoption and implementation by Operator, shall require the written approval of PPAP. Any Budget so approved by PPAP shall become the Budget for the ensuing fiscal year and shall form the basis on which Operating Expenses are incurred in that fiscal year. The Budget for any fiscal year may only be amended in writing, subject to the written approval of PPAP. Operator shall not incur any Operating Expense which is in excess of five percent (5%) of the amount allocated for that particular Operating Expense in the Budget, unless Operator has obtained the prior written approval of PPAP, or such increased expenditure is otherwise authorized by this AGREEMENT.

13. Parking Rates. The prices, rates and fees charged by the Operator for the use of the Facilities shall be determined and regulated solely by PPAP with recommendations from Operator.

14. Taxes, Assessments and Levies. PPAP shall pay all Taxes, Assessments, Levies, and other governmental fees and charges, which may be levied or assessed against the real and personal property and other improvements within which the Facility are located.

15. Hours of Operation. PPAP shall determine the Hours of Operation based on recommendations from the operator.

16. Insurance. Concurrent with the execution of this AGREEMENT and in partial performance of Operator's obligations under this AGREEMENT, Operator shall procure and

maintain during the term of this AGREEMENT and any extensions or renewals thereof, from an insurer having a minimum rating of or equivalent to A-VII in Best's Insurance Guide:

TYPE	AMOUNT
Workers Compensation	Statutory. With Employers Liability Limits of: Each Accident.....\$1,000,000.00 Disease-Each Employee..\$1,000,000.00 Disease-Policy Limit.....\$1,000,000.00
Garage Keepers Legal Liability – written on a direct primary basis.	Per Occurrence \$1,000,000.00
Contractor's Public Liability including Bodily Injury and Property Damage	Per Occurrence\$1,000,000.00 Per Annual Aggregate.....\$2,000,000.00
Automotive Property Damage and Bodily Injury	Per Occurrence \$1,000,000.00
Professional Errors & Omissions	Per Occurrence \$1,000,000.00
Cyber Liability – First and Third Party	Per Occurrence.....\$1,000,000.00
Umbrella Liability Excess of Public Liability (BI&PD), Auto Liability (BI&PD), and Employers Liability	Annual Aggregate \$5,000,000.00

(a) Upon the execution of this AGREEMENT, Operator shall deliver to PPAP, Certificates of Insurance with original endorsements evidencing the coverage required by this AGREEMENT. Such Insurance shall be endorsed to name PPAP, including affiliates and subsidiaries as additional insureds, to provide additional coverage for the PPAP, and to provide a cross liability provision. Such Insurance shall be primary and non-contributing with any Insurance carried by PPAP. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. PPAP reserves the right to require complete certified copies of all policies at any time.

(b) All Insurance policies shall contain an endorsement requiring thirty (30) days prior written notice from insurers to PPAP, its affiliates and subsidiaries before cancellation or change of coverage.

(c) This Insurance may provide for such deductibles or self-insurance retention as may be acceptable to PPAP. In the event such Insurance does provide for deductibles or self-insurance retention, Operator agrees that it will fully protect PPAP, its affiliates and subsidiaries in the same manner as these interests would have been protected had the policy or policies not contained a deductible or retention provisions. Operator shall pay without reimbursement any deductible or self-insurance retention.

(d) The procuring of the Insurance shall not be construed as a limitation on Operator's part of the indemnification provision of this AGREEMENT; and Operator understands and agrees that,

notwithstanding any Insurance, Operator's obligation to defend, indemnify and hold PPAP, its affiliates and subsidiaries harmless under this AGREEMENT is for the full and total amount of any damage, injuries, loss, expense, cost or liability caused by the condition of the premises or in any matter connected with or attributed to the acts or omissions of Operator, its officers, agents, employees, subtenants, licensees, patrons or visitors, or the operations conducted by Operator, or the Operator's use, misuse or neglect of the premises.

17. Revenue Guarantee.

- (a) The Operator hereby expressly guarantees to the Authority that the Facility will generate \$_____ in Gross Revenues annually during the terms of this Operating Agreement, as set forth in **Exhibit "G"** (the "Guarantee Amount"). (For the terms of this Operating Agreement, the term "Gross Revenues" shall mean all revenue received from parking fees collected at the Facility)
- (b) In the event that the Facility does not generate one-fourth of the Guarantee Amount in the quarter, Operator shall pay the difference between one-fourth of the Guarantee Amount and the Gross Revenue actually generated during such quarter, less the amount of the parking tax that would have been payable thereon had the required amount of Gross Revenues actually been collected. Such difference shall be payable by the Operator within ten (10) days after the end of the quarter to which it relates. The Authority, at its election, may choose to deduct such difference from any management fee subsequently payable to the Operator hereunder.
- (c) In the event that the Operator makes such quarterly payment (s) and, during the subsequent quarter the Facility achieves revenues which, when added to the revenue from the previous quarter (s), exceed the pro-rated Guaranteed Amount for the total quarters to date, then the Authority shall promptly refund to the Operator any amounts paid during a previous quarter on account of the Revenue Guarantee, up to the amount of such excess.
- (d) In the event that the Authority changes the Parking Rates chargeable at the Facility, or adds additional space to the Facility, then the Authority shall adjust the Guarantee Amount as follows: The Authority shall review the Gross Revenues of the Facility for the six (6) months following the date that the rate change goes into effect or the additional space are available for parking, as the case may be. At the end of such six (6) month period, the Authority shall set a new Guarantee Amount, which shall be calculated based upon the percentage change in the Gross Revenues from the period of the prior year. The Guarantee Amount shall increase or decrease, as the case may be, by the same percentage that the Gross Revenues increased or decreased and shall be applicable from the date that the rate increase went into effect. (If the new Guarantee Amount becomes effective in the middle of the year, then both the old and new Guarantee Amount shall be blended proportionately to determine the Guarantee Amount for the year.) Until the new Guarantee Amount is determined, the former Guarantee Amount shall be utilized for purposes of determining whether the Operator is required to make any quarterly payments. The Operator shall be required to pay within thirty (30) days after the end of the year in which the Guarantee Amount is increased, any

difference between the new Guarantee Amount and the Gross Revenues for such year, less the parking tax which would have been applicable on the difference, to the extent that such difference was not paid in the quarterly payment by the Operator during the year. If the Operator disagrees with the new Guarantee Amount, then the Operator shall be entitled to terminate this Operating Agreement upon ninety (90) days written notice to the Authority and this Operating Agreement shall be deemed to be terminated on the ninetieth day following the date of such written notice; provided, however that Operator shall pay all amounts due and owing under this Operating Agreement through the date of termination. For purposes of determining the amounts that are due and owing, the former Guarantee Amount shall be used. If this agreement is terminated during the middle of the year for any reason, the Guarantee Amount shall be prorated.

- (e) In the event that any part of the Facility becomes unavailable for parking due to repairs, to additional new construction at the facility, or to fire, casualty or other causes beyond the Operator's control, and the Operator can prove that less parking receipts were collected as a direct result, then the Authority shall reduce the Revenue Guarantee by the amount which the Operator can prove, to the Authority's reasonable satisfaction was directly caused by the repairs or other such causes beyond the Operator's control.
- (f) In the event that the Authority requires the Operator to reduce its parking rates for special events, and the Operator can prove, to the Authority's reasonable satisfaction, that it did not achieve Gross Revenues in the amount of the Revenue Guarantee as a direct result of such reduction, then the Authority shall reduce the Revenue Guarantee by the amount which the Operator can prove, to the Authority's reasonable satisfaction, was directly caused by such rate reduction for special events.

18. Performance Bond. Operator shall, prior to the commencement date, obtain and thereafter maintain during the term of the Agreement, a performance bond in a form and from a surety acceptable to PPAP, at an amount minimum to one (1) year of Management Fee. The Performance Bond is intended to guarantee full performance of the Agreement by the Operator in accordance with all terms and conditions of this Agreement. The Performance Bond shall be subject to forfeiture in whole or in part in the event of failure of the Operator to full perform the Agreement, and in the event that PPAP sustains any claims, debts, loss of service, loss of revenues or other costs or expenses as a result of such failure of the Operator to fully perform under the Agreement.

19. Indemnification. Operator shall defend, indemnify and hold PPAP, their affiliated entities, and the employees and agents of PPAP and their affiliated entities (collectively, the "Indemnified Parties") from all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities, including, but not limited to costs and expenses of defending against any of the foregoing, arising from either of the following circumstances (the "Indemnity Circumstances"):

- (a) any injury or death of any person (including, without limitation, injury or death of Operator's employees, agent, invitees, assignees, contractors or subcontractors) or damage or destruction of the property of any person or entity which occurs in connection with Operator's or Operator's agents, employees', invitees', contractors', subcontractors', or assignees' performance of services

under the AGREEMENT or otherwise provided by Operator or Operator's agents, employees, invitees, contractors, subcontractors, or assignees to the Facilities; and

(b) any alleged or actual violations by Operator or Operator's agents, employees, invitees, contractors, subcontractors or assignees of any law, ordinance, rule or regulation governing or otherwise affecting the business operations of Operator or Operator's performance of services and obligations under the AGREEMENT.

Operator hereby stipulates and agrees that no condition precedent to its Indemnification Obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the Indemnified Parties in any of the Indemnity Circumstances.

20. Waiver of Subrogation. With respect to damage to property, Operator hereby waives all rights of subrogation, against PPAP, but only to the extent that collective commercial insurance is available for said damage. With respect to employee injuries, Operator hereby waives all rights of subrogation against PPAP, but only to the extent that Workers' Compensation Insurance is available for said injuries.

21. Status of Operator as Independent Contractor. Operator's performance of its Parking Services shall be rendered by it as an Independent Contractor and not as an agent or employee of PPAP.

22. Notices. Any notice, communication or remittance required or permitted by this AGREEMENT by either party to the other shall be deemed given, served or delivered, in writing by certified or registered mail, postage prepaid, addressed to the addresses of the parties set forth below:

TO PPAP:

TO OPERATOR:

23. Attorney's Fees. Should either party bring suit to enforce any of the terms of this AGREEMENT, the prevailing party shall be entitled to reimbursement by the issuing party of its reasonable Attorney's Fees and legal expenses.

24. Nondiscrimination. In connection with performance of this AGREEMENT and subject to applicable rules and regulations, Operator shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, handicap or disability. Operator shall ensure that all applicants are considered for employment, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

25. Entire Agreement. This AGREEMENT contains the entire understanding between the parties hereto and may not be amended or changed except by AGREEMENT in writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first written above, by their duly authorized representatives.

Operator

By: _____

Name: _____

Title: _____

PPAP

By: _____

Name: _____

Title: _____

EXHIBIT B

PARKING FACILITY GENERAL INFORMATION

Facility Name:	Third Avenue Garage	Description: The Third Avenue Garage is located between Third and Fourth Avenues in Downtown Pittsburgh. The facility is open from 6:00 a.m. to 1:00 a.m. Sundays through Fridays, and 6:00 a.m. to 2:00 a.m. Saturdays. Utilization of valet parking, which is available upon request, increases the capacity of the facility by approximately 17 percent from 575 to 675 vehicles.
Facility Location:	238 Fourth Avenue	
Facility ID Number:	201	
Year Constructed:	1952	
Operator:		
Spaces:	575 (675 Stacked)	

<p>Day Rates (Monday through Friday 5:00 AM to 3:59 PM)</p> <table> <tr> <td><u>Hours Parked</u></td> <td><u>Rate</u></td> </tr> <tr> <td>1 Hour or Less</td> <td>\$5.00</td> </tr> <tr> <td>2 Hours or Less</td> <td>\$8.00</td> </tr> <tr> <td>4 Hours or Less</td> <td>\$12.00</td> </tr> <tr> <td>Maximum to 24 Hours</td> <td>\$17.00</td> </tr> </table> <p>Night and Weekend Rates (Monday through Friday 4:00 p.m. to 5:59 a.m., Weekends and Holidays)</p> <table> <tr> <td>Flat Rate</td> <td>\$6.00</td> </tr> </table> <p>Lease Rates</p> <table> <thead> <tr> <th><u>Lease Type</u></th> <th><u>Charge</u></th> <th><u>Privileges</u></th> </tr> </thead> <tbody> <tr> <td>Day Lease</td> <td>\$305/mo.</td> <td>24 Hours</td> </tr> <tr> <td>Night Lease</td> <td>\$100/mo.</td> <td>4:00PM-6:00AM</td> </tr> <tr> <td>Gold Lease</td> <td>\$330/mo.</td> <td>24 Hours</td> </tr> </tbody> </table>	<u>Hours Parked</u>	<u>Rate</u>	1 Hour or Less	\$5.00	2 Hours or Less	\$8.00	4 Hours or Less	\$12.00	Maximum to 24 Hours	\$17.00	Flat Rate	\$6.00	<u>Lease Type</u>	<u>Charge</u>	<u>Privileges</u>	Day Lease	\$305/mo.	24 Hours	Night Lease	\$100/mo.	4:00PM-6:00AM	Gold Lease	\$330/mo.	24 Hours	<p>Location</p>	<p>Photograph</p>
<u>Hours Parked</u>	<u>Rate</u>																									
1 Hour or Less	\$5.00																									
2 Hours or Less	\$8.00																									
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GENERAL INFORMATION REGARDING THE THIRD AVENUE GARAGE 238 FOURTH AVENUE, PITTSBURGH, PA 15222

The Third Avenue Garage was opened in 1952 and it has a capacity of 575 vehicles.

It has five structurally supported levels and a slab-on-grade basement level.

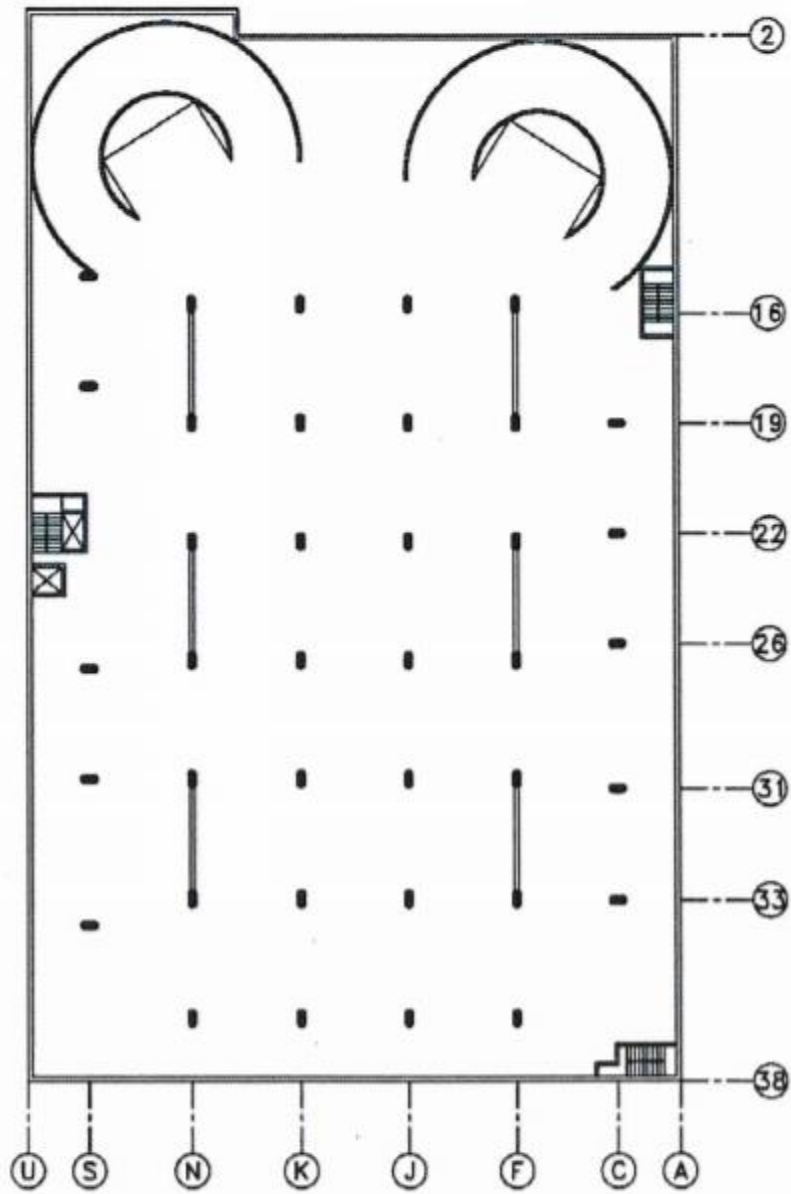
The levels are flat with separate up and down single threaded helix ramps to provide circulation through the garage.

The structural system utilized in the garage is cast-in-place, conventionally reinforced concrete slabs supported by cast-in-place, conventionally reinforced concrete beams and columns. The Third Avenue Garage has two entrances and exits on both Third Avenue-one way towards Stanwix Street and Fourth Avenue-one way toward Grant Street.

The Pittsburgh Parking Court is located within the garage at street level. There is also a bike park/repair station and lockers to lease on the first floor within the entrance and exit area of the garage.

Total Area of garage:	192,983 sf.
Typical Floor area:	33,105 sf.
Maximum Dimensions:	252' x 156'
Typical Bay Dimensions:	Varies
Architectural Shape:	Rectangular
Year Opened:	1952
Number of Levels:	5 structurally supported + 1 slab-on-grade
Total Number of Spaces in garage:	575
Parking on Grade:	Yes
Retail Space within garage:	Yes- Joe's Shoe Repair
Below Grade parking:	Yes
Construction Type:	Cast-in-place, conventionally reinforced slabs, beams and columns
Garage Functionality:	Flat levels with separate up and down helix ramps
Maximum Clearance Height:	6' 6"

SEE NEXT PAGE: THIRD AVENUE GARAGE TYPICAL FLOOR PLAN



THIRD AVENUE PARKING GARAGE ➤ N
TYPICAL FLOOR PLAN

EXHIBIT C

FACILITY MAINTENANCE STANDARDS

The goal of the Authority is to provide the public, at all times, a safe, clean, sanitary, well lit, and efficient garage. The following maintenance standards are designed to achieve this goal:

1. Lighting

All lights must be in working order and bright enough to convey a sense of safety, especially in and around stairways and restrooms. Burned out bulbs or lamps must be replaced within 24 hours. Non-working fixtures must be repaired or replaced, with energy efficient fixtures within 72 hours, Bulbs or lamps must be secured and must be the same color. Emergency lights must be inspected at least once each month and non-operating battery packs must be changed within one week.

2. Walls

All walls must be kept clean and free of stains, dirt and graffiti. Special attention shall be given to stairwells, restrooms and their surrounding areas. Graffiti must be removed or painted over within 24 hours. Black marks from bumpers must be painted over as needed but, in no event, not less than once a month.

3. Odors

Foul odors must be removed within 24 hours. Special attention shall be given to stairwells, restrooms and their surrounding areas. Stairwells and sidewalks must be steam cleaned as needed but, in no event, not less than once a month.

4. Cleaning

The entire facility must be cleaned daily, including lobbies, interior and exterior stairwells, restrooms, parking areas, elevator cabs and sidewalks. Parking areas and Garage floors must be swept, grease and oil must be removed, foul odors must be deodorized, pigeon droppings must be removed, and all litter must be removed.

5. Stairwell Cleaning

Pressure washing of all interior stairwells shall be performed on a quarterly basis. At the discretion of the Authority, cleaning may be required to be performed less frequently if the Facility, including interior stairwells, is maintained in a clean and orderly state.

6. Ventilation Equipment

Thorough cleaning of all ventilation system supply and exhaust vents shall be performed on a semi-annual basis.

7. Windows

All windows, mirrors and glass cases must be cleaned as needed, but in no event not less than once a month.

8. Signs

Signs must be easily understood and professionally made, not hand printed or copy machine reproduced. Manager will be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs must be replaced within one week. Signs must also be repaired or replaced promptly when damaged.

9. Plants

Any vegetation must be pruned and watered regularly. Weeds must be pulled as needed, but in no event not less than once a month and trees must be pruned once a year.

10. Safety Equipment (If Applicable)

Equipment including fire alarm call boxes, fire extinguishers, and fire hose units must be maintained in good working order and inspected at least once a month. Closed circuit cameras and the intercom system must be inspected at least once a week.

11. Structural Inspections

Structural inspections including water leaks, exposed rebar, concrete cracks and metal rust must be performed not less than once a year. Problems shall be immediately reported to the Authority.

12. Sidewalk Inspections

Inspections of the sidewalks abutting the Garage for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, must be performed once a month. In the event any hazards are observed, such hazards shall be reported immediately to the Authority.

13. Other Work

All other ordinary maintenance and repair work of the premises and equipment shall be done as needed.

14. Instructions

The Authority reserves the right to instruct the Operator to clean or repair any item which falls under the category of routine maintenance and repair.

If the maintenance standards are not followed, the Authority may give written notice and the work must be completed within 72 hours thereafter. Nonperformance may result in the Authority causing such work to be done at the expense of the Manager.

EXHIBIT D

STAFFING SCHEDULE

CURRENT STAFFING LEVEL AND SCHEDULE					
Staffing	Coverage Period	Scheduled Hours	Full-Time Position	Part Time Position	Weekly Hours
Manager	Mon-Fri	7:00am-3:30pm	1		40
Maintenance	Sun-Thur	11:00pm-7:00am	1		40
Attendant Level 2	Mon-Fri	7:00am-3:30pm	1		40
Attendant Level 3	Mon-Fri	8:30am-2:30pm		1	30
Attendant Level 4	Mon-Fri	8:00am-4:30pm	1		40
Attendant Level 5	Mon-Fri	8:30am-5:00pm	1		40
Supervisor	Mon-Fri	3:00pm-11:30pm	1		40
Supervisor	Sat	8:30am-4:30pm		1	8
Attendant	On-Call			1	4

EXHIBIT E

MANAGEMENT FEE PROPOSAL

BID FORM DOCUMENT			
THIRD AVENUE GARAGE			
MANAGEMENT FEE			\$
FACILITY LIABILITY INSURANCE (1)			\$
PAYROLL TAXES (1)			
FICA/MEDICARE	\$		
FUTA	\$		%
SUTA	\$		%
CITY PAYROLL TAX	\$		
TOTAL PAYROLL TAXES			\$
WORKERS COMP. INSURANCE (1)			\$
WORKERS COMP RATE			%
TOTAL			\$
SPACES		575 Lined Spaces & 100 Stacked Spaces	
GROSS PAYROLL			\$
(1) In order to calculate, please use information provided above regarding spaces and gross payroll			

EXHIBIT F

ANNUAL OPERATING REIMBURSEMENT BUDGET

ANNUAL OPERATING REIMBURSEMENT BUDGET			
THIRD AVENUE GARAGE			
OPERATING EXPENSES:			
MANAGED FACILITY EXPENSES:			
PAYROLL:			
MANAGEMENT SALARY - FULL TIME	\$		
ATTENDANT SALARY - FULL TIME	\$		
ATTENDANT SALARY - OVERTIME	\$		
MANAGEMENT/ATTENDANT VACATION	\$		
TOTAL PAYROLL			\$
RETIREMENT			\$
PAYROLL TAXES			\$
HEALTH BENEFITS			\$
OFFICE SUPPLIES			\$
COMMUNICATIONS			\$
WORKERS COMPENSATION INSURANCE			\$
FACILITY INSURANCE			\$
MAINTENANCE & REPAIR			\$
CLEANING SUPPLIES			\$
SNOW REMOVAL			\$
POSTAGE			\$
MISCELLANEOUS			\$
TICKETS			\$
UNIFORMS			\$
SECURITY			\$
MANAGEMENT FEES			\$
TOTAL MANAGED FACILITIES EXPENSES			\$

EXHIBIT G

REVENUE GUARANTEE AMOUNT

	FISCAL YEAR 2024	FISCAL YEAR 2025	FISCAL YEAR 2026
REVENUE GUARANTEE			

EXHIBIT H

MWDBE PARTICIPATION COMMITMENT FORMS

MWDBE SOLICITATION STATEMENT

RESPONDENT: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL FOR: _____

List Certified MWDBE that you have solicited and those you have commitments to in reference to your Proposal. If respondents' firm is an MWDBE, indicate that information on this provided form and attach a copy of your Certification Certificate.

Company Name & Certification	Address	Telephone	M	W	D	Contact Person	Date Contacted		Type of Transaction	
			B	B	B		Mail	Phone	Joint Venture	Sub-Contractor
E	E	E								

Prepared by: _____

MWDBE BUSINESS COMMITMENT STATEMENT

PROJECT: _____

RESPONDENT WILL UTILIZE THE SERVICES OF SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FOR THE FOLLOWING CATEGORIES:

Subcontractor/ Supplier Name	Certification Type			Certification # and Certifying Agency	Scope of Work	Estimated Dollar Amount
	MBE	WBE	DBE			

I, the undersigned do hereby certify that this form contains no misrepresentations or falsifications, omissions or concealment of material fact, and that the information given by me is true and complete to the best of my knowledge and belief. I am aware that all information on this form is subject to investigation.

Respondent's Name _____

By (Signed) _____

Title _____

Date _____

EXHIBIT I
CONTACT INFORMATION FORM



CONTACT INFORMATION FORM

PROJECT TITLE: _____

DUE DATE: _____ **ISSUE DATE:** _____

DESCRIPTION: Proposal to provide _____ to the Public Parking Authority of Pittsburgh.

The undersigned hereby offers to finish and deliver the articles or services as specified in strict accordance with the RFP and scope of proposal, all of which are made a part of this request.

FULL LEGAL COMPANY NAME: _____
STREET ADDRESS: _____
CITY, STATE AND ZIP CODE: _____
AUTHORIZED SIGNATURE: _____
PRINT NAME: _____
TITLE OF AUTHORIZED SIGNER: _____
TELEPHONE #: _____
FAX #: _____
E-MAIL ADDRESS: _____
(OF CONTACT REPRESENTATIVE)

NOTE: THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL