

## LEGAL NOTICE TO BIDDERS

Premium Parking of Memphis, LLC on behalf  
of the Downtown Mobility Authority

Hereby issues a Request for Proposal for **UNARMED SECURITY SERVICES** for the Downtown Mobility Authority (DMA) Garage Portfolio consisting of six commercial garage facilities.

Bids may be obtained at the office of the P2701 Garage, 60 Madison Avenue, Memphis, Tennessee 38103 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. Request for Proposals may also be obtained in writing via email to [dpernia@premiumparking.com](mailto:dpernia@premiumparking.com). Request for Proposals may also be retrieved at <https://downtownmemphis.com/about/business-improvement-district/development-rfps-rfqs/>

### CRITICAL DATES:

Issue Request for Proposals:	Tues., June 1, 2021
Due Date for Proposals:	Tues., June 15, 2021 4:00 p.m.
Evaluate Proposals:	Tues., June 22, 2021
Interview Proposers if required:	Tues., June 29, 2021
Announce Apparent Successful Proposer:	Thurs., July 1, 2021
Notify Unsuccessful Proposer(s):	Thurs., July 1, 2021
Begin Contract Work:	TBD, no later than Aug. 15, 2021

All times are Central Time.

AWARD OF CONTRACTS WILL BE DETERMINED BY PREMIUM PARKING AND WILL BE BASED ON THE CRITERIA OUTLINED IN THE RFP. PREMIUM PARKING AND THE DOWNTOWN MOBILITY AUTHORITY STRONGLY ENCOURAGE THE PARTICIPATION OF MBE AND WBE BUSINESSES.

**PREMIUM PARKING**  
**REQUEST FOR PROPOSALS**

**To provide:**

**UNARMED SECURITY SERVICES**

I. Project Title: DMA GARAGE PORTFOLIO – UNARMED SECURITY SERVICES RFP

Proposal Due Date: **Friday, June 15, 2021, 4:00 P.M. Central Time**

Expected Time Period for Contract: August 1, 2021 through July 31, 2022

Proposer Eligibility: Submission of proposals is open to those vendors/contractors who satisfy the minimum qualifications stated herein.

**RFP Contents**

- I. Introduction
- II. Scope of Services
- III. Instructions to Proposers
- IV. Miscellaneous Provisions
- V. Insurance Coverage

## **I. INTRODUCTION**

Premium Parking of Memphis with offices in Memphis, Tennessee is initiating this Request for Proposal (RFP) to solicit proposals from qualified companies, firms or individuals interested in providing services to assist Premium Parking, and more specifically the six commercial garage facilities that Premium Parking manages on the behalf of the Downtown Mobility Authority, here in after referred to as the “DMA.”

Premium Parking is the contracted management group which provides overall management services to the DMA garage portfolio. Premium Parking intends to contract with the successful proposer to provide the services set forth herein.

### **A. Background**

The DMA owns or operates six commercial garage facilities in the area of downtown Memphis which are managed by Premium Parking. In July of 2020, the DMA selected a single parking provider to take over management of its six commercial garage locations, which had historically been operated by a conglomeration of parking providers. Premium Parking was the awarded management contract at that time and has since operated on the behalf of the DMA at the following locations:

1. First Parking Place Garage (21 South 2<sup>nd</sup> Street Memphis, TN 38103)
2. Shoppers Garage (85 North Front Street Memphis, TN 38103)
3. Riverfront Garage (35 Monroe Avenue Memphis, TN 38103)
4. Justice Center Garage (245 Washington Avenue Memphis, TN 38103)
5. Gayoso Garage (100 Gayoso Avenue Memphis, TN 38103)
6. 250 Peabody Place Garage (250 Peabody Place Memphis, TN 38103)

The portfolio encompasses roughly 3,500 parking stalls spread unevenly amongst the locations. To note, the Justice Center Garage, while under DMA control and Premium Parking management, will not be a facility in which security services are needed, leaving five total DMA garages in need of unarmed security services. Location overview can be found in Exhibit B.

The goal of Premium Parking in offering an Unarmed Security Services contract is to provide a “best-in-class” and the safest parking experience for all users of the DMA garage portfolio.

### **B. Project Information – Scope and Objectives**

Premium Parking’s plan is to provide professional, competitively price unarmed security services within the DMA portfolio that would be equivalent to services provided in Class A commercial garage environments. The security services contract would entail operations at five facilities consisting of approximately 2,500 parking spaces. The portfolio’s current security services contract is due to expire, and a long-term solution is needed in replacement.

Given the proximity of the garages (see Exhibit B Location Overview), Proposers may suggest options that may include complementary (in addition to the officer on post) patrolling via an officer in a marked security vehicle. Such security vehicle patrols would occur no less than every hour and would include thoroughly driving throughout the garages, the facility perimeters, and addressing as well as reporting all suspicious activity. A record of such surveillance and reporting would be maintained and shared with the Operator. While not required, Premium Parking is interested in all guard posts operating with a stationed marked security vehicle at each of the five locations.

## **II. Scope of Services**

The selected partner will provide a security strategy for the DMA portfolio in conjunction with Premium Parking that will meet the following objectives:

### 2.1 General Services Required:

- Have the capability to provide unarmed uniformed security guard services (on-foot and/or vehicular) on/at various DMA garages, on/at certain days and times.
- Direct emergency personnel to location of problem and notify Premium Parking in accordance with post orders.
- Maintain activity logs detailing tasks completed and incidents that occurred while on duty. In addition, the logs should highlight matters that require the attention of Premium Parking, such as concerns about loitering, criminal activity, undesirable visitors, suspected cases of violence, maintenance/repair needs, etc.
- Report all incidents occurring on the premises including, but not limited to trespassing, drug possession or use, safety hazards, or any other situations that may require follow-up by police or Premium Parking management.
- Remain at post until relieved. The Contractor is responsible for guards arriving to work on time and shall ensure that guards remain on post until relieved or shift ends, including relief for breaks/lunch.
- Report for duty in proper uniform and have an appearance and condition that is neat and professional.
- Summon necessary emergency assistance for utilizers of the garages and others.
- Provide a supervisor(s) dedicated to the DMA portfolio during normal hours when guards are on posts. The supervisor(s) must check all facilities during the shift to ensure that the post orders are strictly enforced and that Detex strip established rounds are being completed in a manner consistent with expectation.
- Provide, in advance, a schedule detailing names, times and locations for the guard assignments. Guards assigned to properties must meet with the Account Manager (dependent upon the Account Manager's request) to explain the expectations of the property.
- Be responsible for any loss or damage to any equipment assigned by Premium Parking.
- Provide on-going consulting services and implement industry best practices.
- Develop a transition plan to take over parking and enforcement operations from the current security services provider.
- Provide operational and customer interaction training for all security personnel.

- Provide weekly, monthly and annual reports as required by Premium Parking.

## 2.2 Personnel Requirements and Administration:

- Employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- Do background checks as required on all employees prior to employment and provide proof of such to Premium Parking upon request.
- Ensure that all personnel wear uniforms and maintain a professional appearance while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for the duties outlined for location security personnel.
- Provide for a supervisor and appropriate staffing levels to fulfill the services required in proposed solution.
- Adjust staffing requirements as directed by Premium Parking.
- Provide a daily activity and incident complaint form approved by Premium Parking that must be used by the security services provider for the collection and analysis of security incidents. Premium Parking and the contractor will establish and maintain a system of records management for the daily activity and incident forms.
- The selected security services provider shall pay all of its employees, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. Wage Determinations can be accessed via the Department of Labor website, [www.wdol.gov](http://www.wdol.gov)

## 2.3 Training, Customer Service & Performance Standards

- Employ friendly, helpful, customer-oriented personnel.
- Provide training in general information and directions to all personnel so they may assist visitors to and around the portfolio's facilities. To include, but not limited to, assisting customers how to pay to park, the specific location's payment meters as well as contact information of Premium Parking leadership team upon request of visitors of the facility.
- For each time the Contractor is late to arrive for a scheduled shift, the Contractor's fee may be reduced by 25% for the entire length of that shift.
- Failure of the Guard to remain at the post until relieved will result in not being paid for the number of hours the guard was not at the post. Additionally, Contractor's fee may be reduced by 25% for the entire length of the shift.

- Failure to report for work in proper uniform and with an appearance and condition that is neat and professional may result in the guard being told to go home for the duration of the shift and the contractor not being paid for the hours the guard should have been on duty.
- Premium Parking may waive the fee reductions at its discretion after discussing extenuating circumstances with the selected security services provider. Such waiver will be in writing at the time of the service.

2.4 Operational Security Coverage Guidelines:

- It is requested that each location have a dedicated member of the security services personnel team. Premium Parking’s operational security coverage needs are as follows –
  1. First Park Place Garage: Monday – Sunday 7 p.m. – 7 a.m.
  2. Shoppers Garage: Monday – Sunday 10 p.m. – 6 a.m.
  3. Riverfront Garage: Monday – Sunday 7 p.m. – 7 a.m.
  4. Gayoso Garage: Monday – Sunday 8 p.m. – 4 a.m.
  5. 250 Peabody Place Garage: Sunday – Thursday 7 p.m. – 7 a.m.  
Friday & Saturday 5 p.m. – 8 a.m.

2.5 Additional Services:

- Proposer must be flexible to change procedures as necessary to conform to revisions in the security standards regulations, policies, and initiative established by Premium Parking.
- While on patrol, instruct guards to pick up visual litter in the parking areas, or inform Premium Parking if the volume or problem exceeds their ability.

2.6 Budget and Fixed Operating Expenses:

- The selected Proposer shall submit a detailed proposed budget with their proposal for all expenses to be incurred for offering this Scope of Services. The proposed budget must include all employee expenses, operating expenses, and any other related costs.
- Premium Parking will pay the Proposer for all approved expenses as mutually agreed upon during contract negotiations. The Proposer will be expected to submit a monthly or bi-weekly invoice and include acceptable documentation to allow for transparency and itemization of expenses.

**III. INSTRUCTIONS TO PROPOSERS**

**3.1 Definitions for the purposes of this RFP:**

**3.1.1 Proposer** – Person, firm or company submitting a proposal in order to attain a contract

with Premium Parking.

**3.1.2 Contractor** – Person or company whose proposal has been accepted by Premium Parking to provide the services outlined in this Request for Proposal document and who will be offered a formal written contract.

**3.1.3 Request for Proposal (RFP)** – Formal procurement where a service or need is planned but no specific service or method has been chosen. The purpose of an RFP is to permit the service provider community to suggest various approaches to meet the need as set out in this document.

*The Proposer is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive.*

### **3.2 RFP Guidelines:**

#### **3.2.1 Intent to Respond**

Your company's Intent to Respond to this RFP must be confirmed by each participating firm and received by the Premium Parking RFP contact person by the date and time identified in Section 1 via email.

#### **3.2.2. Clarification Questions**

Clarification questions concerning this RFP must be submitted via email to the Premium Parking contact person referenced in Section 1 of this RFP using the template provided titled "RFP Response Form." Premium Parking will provide responses to all questions to all bidders via email. Sources of the individual questions will remain confidential. This process will ensure that all bidders have access to the same information. Communication of these questions will be ongoing throughout the process.

### 3.2.3 RFP Response Format

No extensions will be granted. Proposals must be received no later than the date and time indicated in Section 1. Submit your response to the RFP via email. Please provide a comprehensive proposal outlining your solution, its costs and security benefits, your proposed form of contract, and your certificate of insurance. **Proposal shall be prepared as listed below. Each section will have a detailed description of the information below:**

- A. Cover Letter:** A person who is authorized to commit the Proposer's organization to perform the work included in the proposal must sign the letter. The cover letter should be on letterhead and state the legal name of the firm. It should list the name, phone number, mailing address, and e-mail address of the person capable of answering any questions regarding the proposal. By signing the cover letter, the Proposer certifies that it meets the minimum requirements set forth in the RFP and that the information contained within is accurate and correct. Proposer further certifies that it is aware that if Premium Parking determines that any of the information is incorrect or false, Premium Parking reject the response as non-responsive.
- B. Management Summary:** The Management Summary should indicate your firm's underlying philosophy in providing the service requested. Explain specific reasons why the Proposer is the most qualified to be awarded the contract. The response is limited to one page.
- C. Overview, Experience, Schedule**
- Describe your organization's core business functions and provide a brief description of the history of your firm.
  - What project management tools and systems (e.g, guard accountability measures, budget management, scheduling, status reporting, analytics dashboards, etc.) does your firm use for similar clients?
  - Please provide a proposed timeline to implement your services in the event you are awarded this project.
  - Describe any services or specialties your company offers that have not yet been discussed that may enhance the value of your potential partnership with Premium Parking.
  - Describe what differentiates you versus your competitors.
  - Provide resumes and background information of all senior management within the organization.
  - Provide who on the senior management team will be responsible for managing the on-site staff for the DMA garage portfolio.
- D. Compensation and Cost Data:** This RFP requires that each Proposer submit proposals on security services solution for the garages. Your proposal must be submitted with as much itemization of your program as possible. Premium Parking is interested in a flexible approach and will take under consideration a range of potential options for its security needs.
- E. Experience and Qualifications:**



- Provide a listing of all unarmed security services contracts are of similar size and scope.
- Information on each client shall include the following – Client name, address, e-mail and current telephone number, description of services provided, and the time period of the contract. Provide a current listing of all active accounts. Local references in Memphis, TN are encouraged.

**F. Minority/ Women-Owned Business Participation**

Diversity and inclusion are highly important to Premium Parking. Premium Parking strongly encourages participation by Minority-owned business enterprise or MBE and Women-owned business enterprise or M/WBE in all contracts.

According to M/WBE City Code Sec. 2-325 - *Minority and women business enterprise procurement program*: Minority-owned business enterprise or MBE means a business (including, without being limited to, a sole proprietorship, partnership, corporation, joint venture or any other business or professional entity):

1. Which is at least 51 percent owned by one or more minority persons, or, in the case of publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more minority persons;
2. Whose management, policies, major decisions and daily business operations are independently controlled by one or more of such minority persons;
3. Which performs a commercially useful function.

**G. Submission of Proposals**

One (1) copy of the proposal is required. The proposal, whether mailed, hand delivered or submitted via email, must arrive at the Administrative Office of Premium Parking at the address shown below no later than 4:00 P.M. Central Time on Tuesday, June 15, 2021.

The proposal shall be addressed in the following manner:

Premium Parking  
 60 Madison Avenue  
 Memphis, Tennessee 38103  
 Attn: Diven Pernia, Market President  
 UNARMED SECURITY SERVICES RFP

Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator.

Late proposals will not be accepted and will be automatically disqualified from consideration.

All proposals and any accompanying documentation become the property of Premium Parking and will not be returned.

### **RFP Coordinator**

The RFP Coordinator is the sole point of contact for this Request for Proposal process. All communications between the Proposers and Premium Parking upon receipt of this RFP shall be with the RFP Coordinator as follows:

Name: Diven Pernia, Market President  
Address: 60 Madison Avenue  
City/State/Zip: Memphis, Tennessee 38103  
Phone No: M: (901)-609-9303

### **Proposed Format**

All proposals must be on eight and one-half by eleven (8-1/2 X 11) inch paper, typed, double-spaced, and placed in binders with tabs separating major sections. The major sections shall include the technical specifications (work plan), the management specifications and the cost section.

### **Proposal Presentation**

Proposals must be signed and dated by the President or Chief Executive Officer of the corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

### **Proposal Evaluation**

Proposals will be reviewed and evaluated by an evaluation committee consisting of representatives from Premium Parking and/or other sources if considered appropriate by Premium Parking.

Written submittals and oral presentations, if necessary, will be utilized in selecting the successful proposal. If there are more than five responses to this RFP, Premium Parking may elect to select three firms as finalists for further consideration and final determination of contract award.

This RFP will be shared with the DMA's current unarmed security services provider. All submissions will be considered in a manner consistent with the evaluating guidelines set forth in this RFP regardless of any submitted operating firms current security relationship with Premium Parking or the DMA. If applicable, this RFP will be shared with the DMA's current security provider and it is henceforth stated that nothing in this RFP has been constructed to suggest that a proposal from the aforementioned operator would not be considered.

### **Premium Parking reserves the right at its discretion to reject proposals.**

The final selection, if any, will be that proposal which, in the opinion of Premium Parking after review of all submissions by the evaluation committee, best meets the requirements set forth in the RFP and is in

the best interest of Premium Parking and the DMA garage portfolio's security needs.

**The following weights will be assigned to the proposal for evaluation purposes:**

Management Summary	10 percent
Overview, Experience, Schedule	20 percent
Operational Cost Data	30 percent
Experience and Qualifications	25 percent
MBE/WBE Participation	15 Percent

The proposals will be evaluated strictly in accordance with the requirements set forth in this RFP.

**Additional Evaluation Criteria**

When evaluation of the proposals produces numerical ratings that are substantially equivalent, i.e. scores separated by 5% or less of the total available points, Premium Parking reserves the right to award the contract to the Proposer whose proposal is deemed to be in aforementioned mutual party's best interest.

**Non-Responsive Proposals**

Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded as a result of this RFP.

**Proposal is Complete and Final**

Premium Parking reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Proposer can propose. The Proposer shall specifically stipulate that the proposal is predicated upon the acceptance of all the terms and conditions contained in the Request for Proposal.

Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiation may provide for the incorporation of the Proposer's proposal. This RFP does not obligate Premium Parking to contract for services specified herein.

**Period of Performance**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2021 and the contract will be in force through July 31, 2022.

**Proposals Based on RFP Material**

Proposals shall be based on the material contained in the RFP. The Proposer is instructed to disregard any previous draft material it may have received and/or any oral representations.

**Notification**

Firms whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal after the award is made.

**Premium Parking not Liable for Costs**

Premium Parking will not be liable for any costs incurred by the Proposer associated with the preparation of a proposal submitted in response to this RFP.

**Anticipated Schedule of Activities (All times are CT)**

**CRITICAL DATES:**

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Notify Unsuccessful Proposer(s):	Thurs., July 1, 2021
Begin Contract Work:	TBD, no later than Aug. 15, 2021

All times are Central Time.

#### **IV. MISCELLANEOUS PROVISIONS**

##### **A. Proposed Contract**

Please provide your proposed form contract to Premium Parking in Microsoft Word or .pdf format for its review.

##### **B. Proprietary Information/Public Disclosure**

Materials submitted in response to this competitive procurement shall become the property of Premium Parking.

All proposals received shall remain confidential until a contract(s), if any, resulting from this RFP is signed by Premium Parking.

##### **C. Debriefing of Unsuccessful Proposers**

Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification of an unsuccessful proposal is faxed/e-mailed to the Proposer. The debriefing will be held within three (3) business days of the request, if at all practicable.

Discussion will be limited to a critique of the requesting Proposer's submittal and how it compared with the successful Proposer. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

##### **D. Protest Procedure**

Proposers protesting this procurement shall follow the procedures described below; protests that do not follow these procedures will not be considered. This procedure constitutes the sole administrative remedy available regarding this procurement and is available only to those Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference.

All protests must be in writing and signed by the protesting party or an authorized agent. The Proposer is allowed three (3) business days to file a protest with the RFP Coordinator. Protests may be submitted by facsimile or e-mail. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or with Premium Parking policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as

without merit if they address issues such as: 1) an evaluator's judgment on the quality of a proposal, or 2) Premium Parking's assessment of its own needs or requirements.

Upon receipt of a protest, a protest review will be held by Premium Parking. The Premium Parking Market President or an employee delegated by the Market President who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer under the RFP, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold Premium Parking's action; or
- Find only technical or harmless errors in Premium Parking's acquisition process and determine Premium Parking to be in substantial compliance, and therefore reject the protest; or
- Find merit in the protest and provide Premium Parking options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If Premium Parking determines that the protest is without merit, Premium Parking reserves the right to enter into a contract with the apparently successful Proposer. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

#### **IV. INSURANCE COVERAGE**

The Contractor is to furnish Premium Parking with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

##### **Liability Insurance**

- 1) Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and contain separation of insured's (cross liability) condition.
- 2) Automobile liability insurance in a minimum limit of \$1,000,000 per occurrence for any

owned and non-owned autos.

- 3) Excess/Umbrella liability insurance policy with a minimum limit of \$5,000,000 per occurrence. Coverage shall follow the terms and conditions of the commercial general liability, automobile liability and employer's liability policies.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policies shall include the following provisions:

1. **Additional Insured; Waiver of Subrogation.** The insurance required hereunder shall cover Premium Parking, the DMA, and their respective officers, agents, employees, and other affiliates, and shall contain a waiver of subrogation rights in favor of Premium Parking and the DMA. Premium Parking of Memphis, L.L.C., the Parking Authority of the City of Memphis and County of Shelby, Tennessee d/b/a Downtown Mobility Authority, and their respective appointed officials, agents, employees, and affiliates shall be named as additional insured on all policies required hereunder. All insurance provided in compliance with the contract shall be endorsed to state coverage will be primary and non-contributory as to any other insurance or self-insurance programs afforded to or maintained by Premium Parking or the DMA.
2. **Cancellation.** All insurance policies shall include an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to the certificate holder.
3. **Identification.** Policy must reference Premium Parking's contract number.
4. **Excess Coverage.** By requiring insurance herein, Premium does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to Premium Parking.

### **Worker's Compensation Coverage**

The Contractor will, at all times, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Premium Parking will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under an agreement issued as a result of this RFP.

### **Liability Insurance**

Each Proposer must supply with their response, proof of insurance from the Proposer's insurance carrier, outlining the extent of Proposer's liability coverage, including professional liability coverage.



### **Indemnification**

The Contractor will be required to indemnify, defend, and hold Premium Parking, the DMA, and their respective managers, members, officers and affiliates, agents, employees, customers, invitees, and representatives (collectively, "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by any Indemnified Party (collectively, "Losses"), arising out of any third-party claim alleging: (i) any negligent or more culpable act or omission of Contractor or any of its agents, servants, or employees (including any reckless or willful misconduct), (ii) any breach or non-fulfillment of Contractor's obligations under the agreement, or (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Contractor or any of its agents, servants, or employees (including any reckless or willful misconduct); regardless of whether any such Loss arises in part out of the negligence or more culpable acts of any Indemnified Party.

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Premium Parking without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that Premium Parking will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Premium Parking, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we grant Premium Parking the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

Title

Date

**EXHIBIT B**

**LOCATION OVERVIEW**

