



**REQUEST FOR PROPOSALS FOR THE
MANAGEMENT AND OPERATIONS OF
Rufus Thomas and Beale Parking Lot**

Part I. PROCEDURE FOR SUBMITTING PROPOSAL

- 1.1 SCOPE:** Contractor to manage the Rufus Thomas and Beale Parking Lot in accordance with specific guidelines determining operating, staffing, and maintenance requirements.
- 1.2 TERM:** The proposed contract for services will be a one-year contract, to begin on May 1, 2023 or shortly thereafter, with Beale Street Management having the option to renew the contract annual for up to four additional years. The option to renew will be considered annually, at the sole discretion of Beale Street Management, and will be confirmed in writing prior to the end of the initial year.
- 1.3 DEADLINE:** Responses to this request for proposal should be received no later than 5:00 p.m. on Friday, March 17, 2023, and submitted to:

Beale Street Management
C/O Jon Shivers
203 Beale Street, Ste 300
Memphis, TN 38103
jshivers@bealestreet.com
901-526-0115

- 1.4 QUESTIONS:** Any questions about the Rufus Thomas and Beale Parking Lot or this Request for Proposal may be addressed in writing via email to jshivers@bealestreet.com.

Part II. INFORMATION RELEVANT TO THE PARKING LOT

- 2.1 BACKGROUND:** The Rufus Thomas and Beale Lot has 59 spaces on days The New Daisy Theatre is not activated and 44 spaces on days The New Daisy Theatre is activated. The lot will serve the general public, and will be operated on behalf of Beale Street Management.
- 2.2 SPECIAL PARKING ARRANGEMENTS.**
- The parking operator shall be required to provide historical data and space counts for various categories of usage of the Rufus Thomas and Beale Lot. Reports are required monthly.

- Beale Street Management reserves the right to approve or reject any and all parking rate changes at the lot.

Part III. REQUIREMENTS AND RESTRICTIONS

3.1 GENERAL REQUIREMENTS

- 1.) The Operator shall be responsible for the consistent maintenance of the parking, including striping, painting, light repair, signage, and other equipment necessary to properly operate the parking facility. The parking facility shall be maintained in a manner comparable with other first-class lots located in Downtown Memphis and shall be kept clean and in good order, appearance, and repair.

- 2.) The Operator shall provide for the regularly scheduled cleaning of the parking facility, including but not limited to:

(a)	Emptying of trash containers:	Daily
(b)	Removal of large dirt and debris:	Daily
(c)	Sweeping of all litter:	Daily
(d)	Pressure washing	Quarterly

- 3.) **Beale Street Management strives for a goal of at least twenty-five percent (25%) Women/Minority Business participation from all contracted projects. The proposal must indicate how your firm would make best faith efforts towards achieving this goal.**

- 4.) The Operator shall submit ACH payment to Beale Street Management on a monthly basis and an itemized financial report, which shall include but not be limited to monthly and transient revenue reflecting daily activity, operating expenses for the lot, and net income generated at the facility.

- 6.) The Operator shall, at no additional charge, provide parking consultation and advisory services as it relates to equipment acquisition, properly operating the lot and making any necessary improvements.

- 7.) The Operator shall provide the following information in the proposal:
 - A) Experience in providing parking and/or transportation management
 - B) Number of years in existence
 - C) Company philosophy and/or mission statement
 - D) Audited financial statements for the past three years
 - E) A list of references for past and/or current management contracts, including all Memphis area management contracts

3.2 CONTENT OF PROPOSALS.

- 1.) Proposed amount of Gross Revenues to include monthly, transient, special event, and validation revenue
- 2.) Proposed gross amount of Total Expenses to include but not be limited to payroll, repair and maintenance, supplies, liability insurance, and maintenance contracts, as well as the management fee
- 3.) Proposed Operating Surplus
- 4.) Proposed Net Surplus payable to Beale Street Management
- 5.) Proposed incentive fee(s), if any
- 6.) Proposed maintenance plan to ensure thorough cleanliness and upkeep of striping, parking control system, light fixtures
- 7.) Proposed rate schedule, staffing plan, and hours of operations

3.3 RESTRICTIONS OF PROPOSALS.

- 1.) Any visual appearance changes, name changes, and signage changes will be subject to review with advance written approval required by Beale Street Management.
- 2.) Taken as a whole, the proposal shall provide no incentive for the operator to fail to use its best efforts to cause parking spaces to be available to the general public.

3.4 EVALUATION.

The criteria used to judge the proposals and award the Contract will be based on Beale Street Management's evaluation of the Company's expertise and quality of service to be provided, proposed expenses and fees.

3.5 TERM.

The proposed contract for services will be a (1) one-year contract, with Beale Street Management having the option to renew the contract for up to (4) four additional. Option to renew will be at the sole discretion of Beale Street Management.

PART IV: REGULATIONS GOVERNING INSURANCE AND GENERAL CONDITIONS

4.1 CONTRACT SECURITY: The Operator shall furnish a surety bond in the amount specified in the INSTRUCTIONS TO BIDDERS as security for the faithful performance of the Contract and for payment of all persons performing labor and furnishing materials in connection with the Contract.

4.1.1 BOND: The successful bidder shall furnish a bond, or a letter of commitment for a bond, with a Surety Company authorized to do business in the State of Tennessee, acceptable to Beale Street Management, as surety for the faithful performance of the Contract and the specifications, in all their details, and that they will, as soon as the work contemplated by said Contract shall have been completed, pay for all the material and labor used by said Operator, or any immediate or remote subcontractor under him, in the performance thereof, in lawful money of the United States.

No Surety Company will be acceptable as bondsmen, unless said Surety Company has a permanent agent or representative in the State of Tennessee, with authority to countersign bonds for non-resident bonding companies.

Should the Surety Company acting as bondsmen remove its permanent agent or representative from the State of Tennessee, the Operator shall be required to furnish Beale Street Management with a new surety bond conforming to the above-described requirements.

- 4.2 OPERATOR'S INSURANCE:** The Operator shall not commence work under the Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by Beale Street Management, nor shall the Operator allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Each certificate or policy shall require and state in writing that **“thirty” (30) days prior to cancellation or material change in the policy, notice thereof shall be given to Beale Street Management by registered mail, return receipt requested,**” for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payment to the Operator may be withheld until those requirements have been met or at the option of Beale Street Management, Beale Street Management may pay the renewal premiums and withhold such payments from any moneys due the Operator.

Memphis Center City Commission (dba Beale Street Management) shall be conspicuously named on the Operator's Certificate of Insurance as an additional insured.

Compensation Insurance: The Operator shall take out and maintain during the life of the Contract:

- (a.) Workmen's Compensation Insurance pursuant to State Law according to Statutory Limits.
- (b.) Lot Keeper's Liability in the amount of no less than \$1,000,000 Combined Single Limit, providing Comprehensive Coverage. However, the deductible may not exceed \$1,000 per claim.
- (c.) Excess or Umbrella Insurance to be provided in the amount no less than \$1,000,000 per claim.

- 4.3 PROOF OF CARRIAGE OF INSURANCE:** The Operator shall furnish Beale Street Management with satisfactory proof of carriage of the insurance required.

- 4.3.1 The Operator shall** be responsible from the time of the signing of the Contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Operator on account of bodily injury (including death) or property damage suffered through the Operator's negligence, which liability is not impaired or otherwise affected hereby the Operator assumes the obligation to protect, defend, indemnify and hold Beale Street Management, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost charges professional fees or other expenses or liabilities of any kind and character, including without limitation attorney's fees, in connection with or arising directly or indirectly out of the Contract and/or the performance of any act or omission of the Operator or subcontractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in prosecution of the work included in this Contract.

4.4 TERMINATION FOR BREACH: Termination of Contract shall be that set forth in the Contract Special Conditions or Specifications, and if no cancellation provision is made, the following shall apply:

In the event that any of the provisions of the Contract are violated by the Operator, or by any of his subcontractors, Beale Street Management may serve written notice upon the Operator and the surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within 10 days after the serving of such notice upon the Operator, such violation or delay shall cease and satisfactory arrangement for correction be made either by the Operator or the Surety, the Contract shall, upon the expiration of the said 10 days, cease and terminate. In the event of any such termination, Beale Street Management shall have the right to take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Operator, and the Operator and his Surety shall be liable to Beale Street Management for any excess cost occasioned Beale Street Management thereby, and in such event, Beale Street Management may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

4.5 NOTICE AND SERVICE THEREOF: Any notice to any Operator from Beale Street Management relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail to the said Operator at his last given address or delivered in person to said Operator or his authorized representative on the work.

4.6 ASSIGNMENT: The Operator shall not assign the Contract or any part thereof or any moneys due or to become due thereunder without the approval of Beale Street Management nor without the consent of the Surety unless the Surety has waived its rights to notice or assignment.

4.7 SUBCONTRACTING: No part of the Contract shall be sublet without the approval of Beale Street Management. If the Operator shall sublet or subcontract any part of the Contract, the Operator shall be as full responsible to Beale Street Management for the acts and omissions of the Subcontractor and of the persons employed directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons employed by himself. The successful Operator will not be allowed to subcontract more than sixty percent (60%) of the work on this project. The computation of percentages will be based on monetary values.

4.8 LAWS: The contractor shall abide by and observe all laws, City Ordinances, and regulations relating to the work to be done, and the use of public streets, alleys, and highways. The contractor shall secure all permits and pay all license fees required by law before beginning the work.

4.9 INDEMNITY: The Operator agrees that they will indemnify and hold harmless Beale Street Management from all claims, suits, or proceedings of any nature whatsoever which may be brought against such party on account of injuries to person or property received from the Operator, its agents or servants. The Operator shall at all times provide reasonable safeguards against injuries to persons and property from the acts of the Operator or his agents or servants.

4.10 Any Contract resulting from the bids taken herein shall be governed, construed, and enforced according to the laws of the State of Tennessee. All actions, whether sounding in Contract or in tort, relating to the validity, construction, interpretation, and enforcement of the Contract shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee, and in no other. In accordance herewith the parties to the Contract submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.

INSTRUCTIONS TO BIDDERS:

Each proposal should include but not be limited to the following items:

- A commitment from an acceptable Surety Company to issue a surety bond as described in section 4.1 in the amount of \$150,000.
- Proof of carriage of insurance required as described in section 4.2.
- All other requested information pertaining to this Request for Proposals.

Reservations:

Beale Street Management reserves the right to reject any or all proposals submitted, to waive any requirement or informality in submitted proposals, and to negotiate changes in the scope of services to be provided.

Timeline:

RFP Opens **March 7, 2023**

RFP Submissions Due: **March 17, 2023, 5:00 pm**

Applicants will be notified by: **March 27, 2023**

New Operator Contract will begin May 1, 2023