

SCOPE OF WORK / SPECIFICATIONS – Rider 101

RFP – Cashier Staffing Services: Mays Clinic and FHB Parking Garages

Section One: General Information

Purpose:

The purpose of this Request for Proposal is to obtain the services of a qualified firm to provide cashier staffing for the University of Texas M.D. Anderson Cancer Center (Owner) patient / visitor garages.

General Instructions to Bidders:

The University of Texas M.D. Anderson Cancer Center, (the Owner); may at its discretion, request one or more Bidders to be invited to interview.

Section Two: General Overview of Scope of Work & Services

1) Purpose and Intent

The purpose and intent of the Scope of Work is to establish the minimum requirements and standards for the operation of the patient / visitor garages (Parking Facilities).

2) General

The Contractor shall have the responsibility, privilege, and obligation to maintain, and operate the Parking Facilities described below and according to the terms and conditions of the Agreement (and provisions of the bond indenture)

M.D. Anderson Parking and Transportation Department provides parking for employees, patients and visitors coming to the institution. There are two patient/visitor parking locations at the present time.

Mays Clinic Parking:

This is a 664 space patient/visitor garage that handles over 750 customers a day. The garage is open from 5:30am to midnight, Monday – Friday. The garage is not currently open on weekends or MDA holidays. If the Mays Clinic begins to have weekend appointments, it is very likely the garage will have weekend hours. The garage is intended for patients and visitors only and employees are not authorized to park in the garage. The garage uses Amano

Scope of Work Rider 101

Equipment and utilizes cashiers in booths to exit. There are two entrance lanes and two exit lanes. Visitors go to the booth and pay the attendant to exit. There are currently no pay-in-lane or pay or foot options. Close to midnight the attendant will walk the garage and put envelopes on all remaining cars. The envelope explains how to get out of the garage (the code) and how to pay. The entrance and exit to the garage is off of Bertner Avenue. The garage does have two offices. One is for the maintenance staff and one is for the Team Lead for the cashier function. The cashiers also use this office for locker space, breaks and to count money at the end of their shift. There are safes in the office where the money is put at the end of a shift.

Fannin-Holcombe Parking:

The FHB garage has two sections. One section is strictly contract parking for our employees and they use their badge to enter and exit. The other side is a combination of employee parking (for employees that have large vehicles that won't fit on the contract side) and for visitor to the building only. Again, a cashier function is currently in place. The cashier has a list of visitor to the building each day and verifies that visitors are on that list before they can pull a ticket. Employees on this section are allowed to enter and exit per their badge. M.D. Anderson is implementing a Pay-in-Lane function at this location but will still utilize the cashier to limit visitor parking. The cashier counts all money and performs reconciliation at the booth. With a police escort, the cashier brings all funds to the main parking office at the end of the shift for verification and deposit.

Section Three: Standards of Service and Personnel

Service Standards

It is the policy of the Owner that the Parking Facilities shall be operated in an efficient manner, giving the best possible service to the public. Contractor agrees to cooperate at all times in support of this policy and to manage and operate the Parking Facilities in accordance with the terms and conditions of the Agreement, and under the rules and regulations of the Owner.

Contractor further agrees that the Owner will have full and complete authority in determining compliance by Contractor with the standards specified herein, and the Owner will at its discretion enforce the standards to the fullest extent as set out in the Agreement.

Scope of Work Rider 101

Contractor further agrees to perform other duties as set forth herein or as reasonable and necessary to manage and operate the Parking Facilities in accordance with the required standards of the Agreement.

Business Development

Contractor agrees that it will take all reasonable measures and actions in a proper manner to maintain, develop and increase the business conducted hereunder. Contractor shall not divert or cause any business to be diverted from the Owner's facilities by referral or any other method.

Personnel

Contractor shall select honest, qualified, competent and courteous personnel to be employed at the Owner's Parking Facilities and it shall be the duty of the Contractor to train, supervise, and maintain proper surveillance over all its employees to ensure their integrity, and maintenance of an honest and high standard to service to the public. Such standards will be determined by the Owner. Contractor shall control the actions of its employees and terminate from employment at the Parking Facilities any employee whose conduct the Owner find detrimental to the best interests of the institution or the general public. Payroll costs for all employees of Contractor shall be charged as operating expenses as provided for in the Agreement. Contractor's employees, while on duty shall wear neat, clean, and properly cared for uniforms provided by the Owner.

Contractor shall provide to the Owner on a monthly basis a complete and accurate listing of the names and positions of all employees who perform services in the Owner's Parking Facilities.

Employee Specifications

Job descriptions for all positions such as, but not limited to, the Local Supervisor, and Cashier should be on file and reviewed with the Owner.

Training

Contractor agrees to establish a comprehensive training program for its employees. Training materials such as operating manuals, instructional programs and equipment for training all Contractor's employees shall be reviewed with the Owner and be sufficient in scope to produce the high quality service consistent with the terms and conditions of the Agreement. Any employee with responsibility of training another in any area shall demonstrate such knowledge to the Owner upon request.

Scope of Work Rider 101

Personnel Changes

The Owner reserves the right to specifically request changes in staffing requirements. Upon receipt from the Owner of any complaint concerning the conduct, demeanor, or appearance of any employee, Contractor shall promptly investigate and correct, where warranted, the condition(s) which gives rise to the complaint. Contractor agrees that the Owner may require the discharge of any Contractor's employee where just cause is shown.

Staffing Requirements

Contractor shall employ a sufficient number of competent personnel for the proper operation of the Owner's Parking Facilities in conformity with the standards set forth in the Agreement. No employee of the Contractor, while on duty, will perform any duties whatsoever for the Contractor which are not associated with the operation of the Owner's Parking Facilities.

Contractor's Employees

Employees of Contractor – Contractor shall recruit, hire, train, promote, discipline, and supervise all the personnel employed in the operation and maintenance of the Parking Facilities, include all supervisors, foremen and other of its employees performing services in and about the premises. Contractor shall determine the number, qualifications, and functions of the parking employees, and provide required staffing as specified by the Owner. Contractor will provide its policies and procedures for hiring and conducting background checks. Contractor shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. Parking employees shall be employees of the Contractor. All employees with cash handling responsibilities shall be bonded. Contractor, pursuant to this Agreement, shall determine all labor and personnel policies. Contractor guarantees that it will match the current salaries of \$12.00 per hour for the cashiers and attendants who are currently working at the Parking Facilities at the beginning of this Agreement.

Paid Vacation Time for Cashiers / Attendants – Contractor is expected to provide one week paid vacation for each cashier / attendant after one year of service with the Owner has been completed.

Dedicated Employee Service – No employee of the Contractor required by this Agreement will perform any duties whatsoever for the Contractor that are associated with the other parking facilities outside the scope of this Agreement during the time they are required to be on duty to provide services hereunder.

Personnel Report – Contractor shall provide a complete and accurate listing of the names and positions of all Contractor's employees who perform services in the Parking Facilities to the Owner monthly. The salary of each cashier and attendant must be included in the monthly report.

Scope of Work Rider 101

Personnel Changes – The Owner shall have the right to object to the use of any Contractor’s employees. Upon objection by the Owner, Contractor shall remove the employee from the Parking Facilities and the Contractor’s fee may be adjusted accordingly. Removed administrative employees shall be replaced within two weeks and removed operation staff shall be replaced immediately (or within 24 hours, if operations will not otherwise be disrupted). Replacement employees shall be appropriately trained in advance to fill the position.

Complaints – Upon receipt of any complaint concerning the conduct, demeanor or appearance of any of Contractor’s employees, Contractor shall promptly take steps to investigate and correct, where warranted, the condition which gave rise to the complaint.

Uniforms – Attendants at all times shall be dressed in uniforms with are distinctive in appearance, neat clean and include photo I.D. tags identifying the employee. Personal articles of clothing such as hats and jackets are not allowed. The Owner shall have final approval of uniform style. All Personnel shall be clean-shaven with a neat appearance (for instance, shirt tucked in, appropriate pants and shoes, etc.) and provide friendly service to customers. Owner shall provide the uniforms to the Contractors employees.

Duty Pre-assignment and Training – Contractor agrees to establish a system of pre-assignment of personnel to positions and schedules as listed in this Section. In service training programs such as operating manuals, instructional programs and equipment for training all Contractor’s employees shall be submitted to and approved by the Owner and be sufficient in scope to produce the high quality service required hereunder.

Training – Contractor shall establish a comprehensive training program for its employees. Specific areas to be addressed in training of employees shall be accompanied initially by formal instruction. Contractor shall provide a minimum of at least eight (8) hours of on-site training to all new hire cashiers before each such employee assumes duty.

Contractor shall produce written instructions for its personnel to follow. Any employee with responsibility of training another in any area shall demonstrate such knowledge to the Owner upon request. Written instruction supplying as complete and accurate information as possible shall be written for the:

- 1.) Cashiers

Written procedures shall be prepared for:

- 1.) Fee computer operation.
- 2.) Emergency procedures, e.g. fire, accident, medical emergency, hold-up, bomb threat, elevator malfunction, freeze, hurricane, flood. (Owner’s written approval is required.)

Scope of Work Rider 101

- 3.) Accounting policies and procedures.
- 4.) Customer relations.
- 5.) Dress code.

Personnel Requirements – The Contractor shall employ a sufficient number of competent personnel for the proper operation of the parking facilities in conformity with these standards. The minimum number of employees shall be specified by position and shift as provided in this Section. Contractor agrees that all parking facility booths will be manned continuously on weekdays (8 AM to 5 PM). Any changes in to minimum number of employees of the shifts to be worked may be approved at the discretion of the Owner.

Cashiers:

Exit booths in Mays Garage are to operate Monday through Friday a minimum of the following hours:

5:30 AM to 12:00 AM Midnight

Exit booth in FHB Garage is to operate Monday through Friday a minimum of the following hours:

7:00 AM to 4:30 PM

Section Four: Books and Records

Contractor shall keep and maintain a complete and adequate set of books and records covering all expenses incurred in operating and maintaining the Owner's Parking Facilities, and shall provide the Owner the information on a monthly report. No accounts, ledgers, billings, collections or records of any customers of parking facilities other than the Owner's will be co-mingled with those maintained for the Owner.

Accountability

Expense Records

Contractor shall keep and maintain a complete and adequate set of books and records covering all Direct Costs incurred in operating and maintaining said Parking Facilities and shall provide the Owner this information in a monthly cash settlement report.

Validation of Revenues

Owner shall ensure the accurate validation of Revenues, including the following:

Scope of Work Rider 101

Validation Income – Owner shall retain original parking spitter tickets as backup support for invoices.

Unpaid IOU's – Owner shall ensure that efforts made to collect IOU's are fully documented.

Section Five: Operating Expenses

Obligations of the Owner

The Owner, at its own expense, shall keep the Parking Facilities in good and substantial structural repair except for damage caused by the Contractor, which shall promptly be repaired at the Contractor's expense.

Expenses

Contractor agrees to pay all operating and maintenance expenses except those defined in section titled: "Obligations of the Owner", including but not limited to employees' salaries, payroll taxes, and employee benefits. Owner will provide office space as needed.

The Owner reserves the right to change, alter, or delete any or all of the operations, procedures, levels of staffing, times of operation, to add or delete facilities from the scope of work, or any other requirements addressed within the Agreement. Should such change affect the cost of the Contractor, such change in reimbursement shall reflect only that change in the Contractor's expenses.

Section Six: Contractor Services

General

Contractor is to operate the Owner's Parking Facilities subject to the provision of the Performance and Payment Bonds, and the Owner's policies and directives and any applicable rule, order, ordinance or law. However, nothing contained herein shall curtail or be interpreted as a surrender or impairment of the paramount right and duty of the Owner to operate and conduct activities in the parking facilities in the best interest of public health, safety and welfare.

Operations Manual

Within ninety (90) days of initiation of operations under the Agreement, Contractor shall prepare and obtain the Owner's approval of a written operations manual describing the specific procedures used to manage and operate the Owner's Parking Facilities under the terms of the Agreement. A copy of the manual shall be filed with the Owner and

Scope of Work Rider 101

available in the parking office at all times. As a minimum, the procedures to be included are: Accident and Security Violation Reports, Accounting Procedures, Operation of Parking Equipment, Cash Control, Cleaning and Maintenance Schedules, Customer Complaint Procedures, Contractor's Employee Parking, Contractor's Employee Pay Classifications, Contractor's Employee Benefits, Contractor's Employee Procedures (including employee rules, policies, and evaluation procedures), Job Descriptions, Monthly Reports, Operational Schedules, Parking Validation programs, Security Plan, Emergency Situations i.e. Bomb Threat, Hold-up, Elevator Malfunction, etc., Returned Check Procedures, Ticket Inventory, Storage and Distribution, Abandoned Vehicle Policy. Contractor agrees to make such amendments to the operations manual during the term of the Agreement as may reasonably be requested by the Owner.

Parking Cashier Services

The Contractor shall employ a well-trained staff including individuals who have had special training.

Mays Clinic (ACB) Garage; Two Booths

Hours of Operation: 5:30 AM to 12:00 AM (Midnight), Monday through Friday

One part time supervisor working various hours responsible for staff at both garage locations.

Variable shift, Monday through Friday 5:30 AM to 12:00 AM (Midnight)

5:30 AM – 2:30 PM

8:00 AM – 5:00 PM

12:00 PM – 9:00 PM

3:00 PM – 12:00 AM (Midnight)

11:00 AM – 3:00 PM

Four and a Half (4-1/2) Employees, using a flexible, variable shift

Fannin Holcombe Building (FHB) Garage; One Booth

Hours of Operation: 7:00 AM to 4:30 PM, Monday through Friday

Shift: Monday – Friday (7:00 AM. – 4:30 PM)

One (1) Employee, 8 hours with ½ Hour O/T Daily, Monday through Friday

Contractor is also to provide One (1) Full Time Supervisor.

Contractor is responsible for the proper training, safety instructions, and insurance for the cashiers. Contractor shall ensure that the booth operator operates the machine in a safe manner at all times and in accordance with the manufacturer's operations guidelines.

Scope of Work Rider 101

Requirements

Phones in each booth will be provided by Owner for instant communications with the parking office.

Weekly recaps of work provided and actual hours worked per employee.

Preventative Maintenance for Parking Equipment

Contractor shall keep a record of all preventive maintenance performed. Contractor's log of preventive maintenance shall be made available for review by the Owner at any time.

Daily:

Check time and date and set as required.

Check for malfunctions and make sure locks are locked.

Weekly:

Clean exterior of gate equipment to maintain good appearance.

Card Readers

Daily:

Observe that all card readers read card data and properly vend the gates.

Detectors

Daily:

All detectors shall be checked for proper operation. (Checking may be done by observation of associated equipment such as gates, ticket spitters, etc.)

Fee Computers:

Daily:

Maintain temperature of cashier booths below 85 degrees F. so as not to overheat electronic fee computers.

Maintenance all Garages

Daily Maintenance

Contractor's daily maintenance log must be available for inspection at any time.

Scope of Work Rider 101

Check all parking control equipment:

- a.) Pull ticket to take ticket number, check printing quality, time and date.
- b.) Check all gate arms.
- c.) Check all access card readers.
- d.) Check all traffic control lights.

Pick up trash and litter throughout garage. Dust office booths.

Equipment

Time Clocks

Contractor shall provide a time clock for cashiers. The Owner shall have final approval of all daily sign-in and time clock procedures.

Requirements

Phones in each booth will be provided by Owner for instant communications with the parking office.

Weekly recaps of work provided and actual hours worked per employee.

Monitoring Contractor's Performance

Inspection – The Owner shall have the right to conduct both scheduled and unscheduled periodic inspections of all Premises, mechanical equipment and records used by Contractor or Owner in connection with this Agreement, during regular business hours of any time in the case of an emergency, to determine whether Contractor has complied and is complying with the terms and conditions set forth in its Agreement.

Use and Operation

Contractor shall institute effective revenue control procedures for the Parking Facilities including (i) procedures to control ingress and egress to the Premises, (ii) procedures for collection of proper fees in accordance with the approved rate schedule in effect, and (iii) staffing uniformed attendants, trained and disciplined to perform their duties in an efficient and courteous manner, who shall be on duty at such times and with personnel in such numbers as to accommodate all contract, daily and event parkers.

Due Diligence

Contractor agrees to use reasonable diligence in the care and protection of the Parking Facilities during the term of this Agreement and to surrender said premises at the termination of the Agreement in as good condition as received, ordinary wear and tear and other casualty excepted.

Scope of Work Rider 101

Definitions

Direct Costs – Contractor’s actual cost to operate and maintain the Premises in accordance with this Agreement. Types of ordinary Direct Costs are specified in the Exhibit “B” to this Agreement. The type and amount of approved Direct Costs other than those specified in Exhibit “B” must be approved by the Owner in writing prior to being reimbursable to the Contractor. Direct Costs shall not include home-office charges or other markups and shall, in no event, exceed the amounts specified in Exhibit “B”.

Validation Income – the revenue derived from validation accounts or stamps sold for validated parking. Contractor shall establish procedures to ensure source documentation is maintained and an audit trail enabling verification of validation income on a daily basis for each account billed.

Standards of Operation

Compliance – The Contractor shall operate and manage the parking system referred to herein with energy, fidelity, high standards of customer service, courtesy, and diligence and in full compliance with all terms of this Agreement and will follow all specifications set forth in this Exhibit “A”. The Contractor recognizes the special interest of the Owner to render the highest possible quality of courteous service to all customers of the parking system. Contractor further agrees that the Owner will have full and complete authority in determining compliance by Contractor with the standards specified herein, and will at its discretion enforce these standards to the fullest extent as set out in this Agreement.

Standards

The Contractor shall maintain the parking facilities in a neat and orderly fashion acceptable to the Owner’s standards as contained in the Agreement.

The Contractor shall operate the parking facilities to render first class, high quality, courteous service to all persons utilizing the Parking Facilities.

The Contractor shall operate the parking facilities with fidelity, integrity, diligence and in full compliance with the terms and intent of this Agreement.

Revenue Collections – The Contractor shall provide and perform services related to Revenue collections, recording, and report of parking fees as follows:

The Contractor shall follow generally accepted accountability controls and shall collect, count and verify all receipts for operation of the Parking Facilities.

Contractor Services -

Scope of Work Rider 101

The Contractor shall:

Provide sufficient staff so that there shall be efficient entry and egress to Parking Facilities during all operating hours.

Provide sufficient staff to provide effective traffic control within all Parking Facilities.

Keep all revenue and traffic control equipment in the Parking Facilities in good repair and operating condition, normal wear and casualty excepted. All repair work other than minor adjustment shall be done by the equipment manufacturer's authorized repair agents. At the end of the Agreement all equipment must be in fully operational condition.

Promptly repair any damages to the Parking Facilities or equipment caused by the negligent acts or omissions of its employees, agents or contractors.

Promptly and courteously respond to complaints or problems of patrons.

Maintain and clean at least daily the existing attendant booths at the Parking Facilities.

Emergency Services

Contractor shall administer emergency services, free of charge to parking patrons. The services will include but not be limited to:

Car search/locating assistance.

Customer Service: Improve services to the parking customers by making the commuter experience more pleasant. Specific customer service programs offered by Contractor include a customer survey.

Customer Service Workshops – Contractor shall conduct quarterly customer service workshops for all on-site personnel. Contractor's General Manager will come to the Parking Facilities twice per year to conduct the Customer Service Workshops to ensure a high level of customer service.

Internal Audits – Contractor shall perform a quarterly internal audit of the Parking Facilities. A complete audit report will be provided to Contractor's upper-level management and to the Owner. The focus of the audits will be of the following of proper accounting procedures as outlined in the bookkeeping guide of Contractor's Operational Manual. Contractor shall mandate strict compliance with standard accounting procedures.

Mystery Parker Program – In the "Mystery Parker" Program, Contractor chooses an individual to pose as a normal patron and anonymously rate the treatment he or she receives from the staff.

Contractor's Phase-Out Services

Upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need Phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

Accordingly, Contractor shall be required to provide Phase-out services for up to thirty (30) days prior to Agreement expiration to its successor Contractor at no extra charge to the Owner. Phase-out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by this Agreement during its Phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services of the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statues, rules regularities, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

Section Seven: Liquidated Damages

Understanding – Contractor and Owner agree that the public parking system should be operated and maintained in an effective and efficient manner to ensure the parking services provided to the public are satisfactory.

Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with, Owner may assess liquidated damages for non-performance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor.

However, under no circumstances shall liquidated damages assessed against Contractor exceed \$ 20,000.00 in any given Agreement year or Renewal year.

Repeat Conditions – Owner reserves the right to inspect personnel performance, or compliance with any requirement of this Agreement an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein, such liquidated damage assessments to accrue for each twenty-four (24) hour period the condition continues to exist.

Correctable Conditions Include But Are Not Limited To:

Scope of Work Rider 101

- a) Failure to pick up or remove trash on floor or parking surface according to schedule. Liquidated Damages – Twenty-Five (25) dollars per facility per day.
- b) Failure to submit General Manager and Parking Manager hiring for approval by Owner prior to hiring. Liquidated Damages –Five Hundred (500) dollars.
- c) Failure to submit to Owner all training materials for approval. Liquidated Damages –Two Hundred and fifty (250) dollars.
- d) Allowing employees who have not completed training to work without supervision. Liquidated Damages – Twenty-Five (25) dollars per employee per day.
- e) Failure of employees to be in uniform. Liquidated Damages – Twenty (20) dollars per instance.
- f) Failure to provide any report within the time specified in this Agreement, as specified by the Owner. Liquidated Damages –One Hundred (100) dollars per report immediately after the twenty-four (24) hours after the time each such report is due and twenty-five (25) dollars for each succeeding twenty-four (24) hour period per report, unless excepted by the Owner.
- g) Failure to correct transient revenue collection procedural errors within twenty-four (24) hours of discovery. Liquidated Damages –One Hundred (100) dollars per day.
- h) Failure to report gate arms problem. Liquidated Damages – Twenty-Five (25) dollars for each gate arm not working, per day.

Non-Correctable Conditions Include but are not Limited To:

Failure to have entrance/exit lane or parking facility bay available for parking as required due to lack of personnel. Liquidated Damages – Fifty (50) dollars immediately and fifty (50) dollars for each succeeding twenty-four (24) hour period.

- a) Failure to have minimum regular full-time personnel employed and/or on duty as specified per shift. Liquidated Damages-
 - 1.) Cashiers – The hourly wage for each hour the required employee is not on duty for the first eight (8) hours, doubling for each hour of each succeeding eight (8) hour period.
 - 2.) Management Personnel – The hourly wage for each hour of scheduled duty for the first ten (10) work days, then doubling for each hour of each eight (8) hour shift of scheduled duty after the first ten (10) work days.