# COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144765

PAGE 1 OF 13

DATE: 2/19/2025

SUBJECT: **RFP NO. F2025004 - ANNUAL CONTRACT FOR OPERATION AND MANAGEMENT OF PARKING FACILITIES - FACILITIES MANAGEMENT - ROBBINS PARKING TEXAS LP D/B/A PLATINUM PARKING**

## COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025004, Annual Contract for Operation and Management of Parking Facilities, for Facilities Management, to Robbins Parking Texas LP d/b/a Platinum Parking.

## BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Five hundred seventy (570) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on September 18, 2024, was attended by six (6) vendors as well as representatives from Tarrant Appraisal District, Facilities Management, and Purchasing. Four (4) proposals and four (4) no-bids were received.

Proposals were evaluated by Facilities Management Audit and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in an overall price reduction of $10,055.04 throughout the life of the contract.

The proposal received from Robbins Parking Texas LP d/b/a Platinum Parking meets all specifications and is acceptable to Facilities Management.

The term of the contract is twenty-four (24) months, effective April 1, 2025, with two (2) options for renewal periods of twelve (12) months each.

This contract allows for the awarded contractor to operate and manage two (2) Tarrant County owned parking facilities, the Calhoun Garage and the lot at the Plaza Building. The contractor will be responsible for the daily operation and management of these parking facilities. This is a revenue generating contract for Tarrant County.

| | | | |
|---|---|---|---|
| SUBMITTED BY | Purchasing | PREPARED BY: | Cathy Halliburton, CPPO, CPPB, NIGP-CPP |
| | | APPROVED BY: | Christopher Lax, CPSM, CPSD, CPCP |

Therefore, it is the joint recommendation of Facilities Management and Purchasing that RFP No. F2025004, Annual Contract for Operation and Management of Parking Facilities, be awarded to Robbins Parking Texas LP d/b/a Platinum Parking.

**FISCAL IMPACT**

Net profit for FY 2024 was approximately $544,147.17.

RFP No. F2025004 Annual Contract for Operation and Management of Parking Facilities

| | Max. Score | **Robbins Parking Texas LP dba Platinum Parking Dallas, TX HUB - No CO-OP - Yes** | SP Plus Texas Fort Worth, TX HUB - No | Ace Parking Management Inc. San Diego, CA HUB - No | LAZ Parking Texas, LLC Hartford, CT HUB - No |
|---|---|---|---|---|---|
| Monthly Fixed Operating Expenses | 35.00 | **33.33** | 35.00 | 25.41 | 28.72 |
| Experience and Qualifications | 30.00 | **23.40** | 20.20 | 22.00 | 19.20 |
| References | 10.00 | **4.67** | 4.37 | 7.34 | 7.34 |
| Operating Plan | 25.00 | **18.68** | 14.38 | 18.06 | 17.50 |
| Total | 100.00 | **80.08** | 73.95 | 72.81 | 72.76 |

No Bids: Ram Products LTD, Southwest Materials Handling Co., Olivares Electric of El Paso LLC, Pest Proof Exterminating

RFP No. F4025004 Annual Contract for Operation and Management of Parking Facilities

**Best and Final Offer Due Date and Time:** **Friday, November 1, 2024 at 12:00 p.m. CT**

**Return via Email to Cathy Halliburton**

| | | | | Robbins Parking Texas LP dba Platium Parking | | | |
|---|---|---|---|---|---|---|---|
| | | | | Current Price | | **Best and Final Offer** | |
| | | | | Total Price | $1,009,655.04 | **Total Price** | **$999,600.00** |
| Line # | Description | QTY | UOM | Unit | Extended | **Unit** | **Extended** |
| 1 | CALHOUN GARAGE - Monthly Fixed Operating Expenses | | | | | | |
| 1.1 | Calhoun Garage - Monthly Fixed Operating Expense per month during the first year of contract (months 1 - 12) | 12 | Months | $13,263.51 | $159,162.12 | **$13,100.00** | **$157,200.00** |
| 1.2 | Calhoun Garage - Monthly Fixed Operating Expense per month during the second year of contract (months 13 - 24) | 12 | Months | $13,599.15 | $163,189.80 | **$13,400.00** | **$160,800.00** |
| 1.3 | Calhoun Garage - Monthly Fixed Operating Expense per month during the third year of contract (months 25 - 36) | 12 | Months | $13,944.86 | $167,338.32 | **$13,750.00** | **$165,000.00** |
| 1.4 | Calhoun Garage - Monthly Fixed Operating Expense per month during the fourth year of contract (months 37 - 48) | 12 | Months | $14,300.95 | $171,611.40 | **$14,200.00** | **$170,400.00** |
| 6 | PLAZA LOT - Monthly Fixed Operating Expense | | | | | | |
| 6.1 | Plaza Lot - Monthly Fixed Operating Expense per month during the first year of the contract (months 1 - 12) | 12 | Months | $6,891.83 | $82,701.96 | **$6,800.00** | **$81,600.00** |
| 6.2 | Plaza Lot - Monthly Fixed Operating Expense per month during the second year of the contract (months 13 - 24) | 12 | Months | $7,128.14 | $85,537.68 | **$7,100.00** | **$85,200.00** |
| 6.3 | Plaza Lot - Monthly Fixed Operating Expense per month during the third year of the contract (months 25 - 36) | 12 | Months | $7,375.39 | $88,504.68 | **$7,350.00** | **$88,200.00** |
| 6.4 | Plaza Lot - Monthly Fixed Operating Expense per month during the fourth year of the contract (months 37 - 48) | 12 | Months | $7,634.09 | $91,609.08 | **$7,600.00** | **$91,200.00** |

# TARRANT COUNTY

**DEPARTMENT OF FACILITIES MANAGEMENT**

To: Cathy Halliburton

From: Robert Carter Jr., Assistant Director- Support Services RC

Date: November 13, 2024

Subject: Recommendation RFB #2025-004

Tarrant County Facilities Management recommends awarding RFB 2025-004, the Annual Contract for the Operation and Management of Parking Facilities, to Platinum Parking as the primary vendor. This recommendation follows a comprehensive review of the submitted bid packages, which included a comparison of proposed services, pricing, and both marketing and operational plans. Tarrant County Facilities Management believes that moving forward with this award is in the best interest of Tarrant County.

## PARKING SERVICE AGREEMENT

THIS PARKING SERVICE AGREEMENT dated the Dec 11, 2024 by and between Tarrant County, "Owner", and Robbins Parking Texas LP d/b/a Platinum Parking, "Operator".

1. LOCATION: This Agreement pertains to the Tarrant County Plaza Building Parking Lot located at 200 Taylor Street and the Calhoun Parking Garage located at 101 Calhoun Street, both located in Fort Worth, Texas and, hereinafter referred to collectively as the "Premises", consisting of approximately 500 public parking spaces total.

2. TERM: The term of this Agreement will be for a term of twenty-four (24) months, commencing on April 1, 2025.

Tarrant County reserves the right to exercise an option to renew the contract of the Operator for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Operator must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Operator in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.

This Agreement may be terminated as provided in paragraphs 14 or 29 of this Agreement.

3. USE: The Premises must be used exclusively for licensed vehicle parking and related purposes unless otherwise approved in writing by Owner.

4. SERVICES: Operator will perform the following services for Owner in compliance with 1) RFP No. F2025004 (Exhibit A), 2) the Operator's response to RFP No F2025004 (Exhibit B), 3) Operator's letter to Owner dated Dec 11, 2024 and 4) all applicable laws and ordinances:

a) Manage and operate the Premises;

b) Furnish the personnel for the proper operation and management of the Premises;

c) Collect parking receipts and make disbursements;

d) Account for the parking receipts and disbursements;

e) Provide consulting and advisory services to Owner on these Premises; and

f) Provide personnel and equipment for special events.

Operator will perform all services described in a professional manner with due regard for the safety of all persons and vehicles entering and exiting the Premises. Owner promises to fulfill all of its described obligations in good faith and with due diligence.

Owner agrees that Operator will have no responsibility for (i) compliance with any applicable physical access statutes or requirement, including (without limitation) the Americans with Disabilities Act of 1990 and related regulations, laws, codes, ordinances, statutes; and (ii) the cost or expense to maintain, repair or replace any portion of the Premises.

5. COLLECTION AND DEPOSIT OF REVENUES: The Operator must deposit all revenue collected from the parking operation of Tarrant County parking facilities ***daily***, prior to the close of the banking day following the day of receipt, in an account designated by the Operator and approved by Owner. If

receipts are not deposited on time and appropriately accounted for, Owner may terminate this Agreement immediately and pursue any remedy available to the Owner.

6. MONTHLY GROSS REVENUES: The Monthly Gross Revenue includes all daily revenues derived from the parking operation of the County's parking facilities during a given month. The Operator is responsible to the Owner for any theft or loss of revenues until deposited into the Owner's depository. Loss of revenues include, but are not limited to, employee theft, unpaid parking revenues (promise to pay vouchers), and NSF checks. Furthermore, all cash overages should be remitted to Owner.

7. DEDUCTIONS FROM MONTHLY GROSS REVENUES: The Operator must deduct the following from Monthly Gross Revenues: Monthly Fixed Operating Expense, Sales Taxes remitted to the State of Texas; and Bank Card Fees charged to the Operator. After deducting the Monthly Fixed Operating Expense, Sales Taxes, and Bank Card Fees from the Monthly Gross Revenues, the Operator must wire the net revenue into the Owner's depository by the 10th business day following the month.

7(a) Monthly Fixed Operating Expense: The Operator must deduct the Monthly Fixed Operating Expense for the management and operation of the parking facilities from the Monthly Gross Revenues. In exchange for the Monthly Fixed Operating Expense, the Operator will provide all necessary salaries and salary burden (payroll taxes, group insurance, fringe benefits, etc.), management costs, overhead, profit, insurance, deductibles, accounting fees, supplies (including register tapes, parking tickets) needed to manage and operate the public paid parking areas. The Operator, in event of an emergency, will be able to authorize emergency repairs for point of sale machines, credit card machines and pay in lane machines. The Owner will pay for repairs to equipment currently on-site. The Monthly Fixed Operating Expense for each facility is listed below.

| | **Calhoun Garage** | | **Plaza Lot** | |
|---|---|---|---|---|
| | Monthly | Annual | Monthly | Annual |
| Year 1 | $13,100.00 | $157,200.00 | $6,800.00 | $81,600.00 |
| Year 2 | $13,400.00 | $160,800.00 | $7,100.00 | $85,200.00 |
| Year 3 (optional) | $13,750.00 | $165,000.00 | $7,350.00 | $88,200.00 |
| Year 4 (optional) | $14,200.00 | $170,400.00 | $7,600.00 | $91,200.00 |

The Monthly Fixed Operating Expense may be adjusted to reflect changes in facility operating hours or changes in flagger/booth attendant hours required by the Owner during the term of this contract. The Tarrant County Facilities Management Director can authorize adjustments to the Monthly Fixed Operating Expense for changes in flagger/booth hours based from add/deduct hourly rates provided by the Operator in RFP No. F2025004.

7(b) Sales Taxes: The Operator must deduct Sales Taxes collected and remitted to the State of Texas from Monthly Gross Revenues. The amounts deducted must be supported by Texas Sales and Use Tax Forms. The Operator is responsible for penalties and interest as the result of non-compliance with filing and paying State Sales Tax.

7(c) Bank Card Fees: The Operator must deduct Bank Card Fees incurred from Monthly Gross Revenues. The amounts deducted must be supported by bank card statements.

8. RIGHT TO AUDIT: Operator must keep complete and detailed accounts of revenue transactions for its operation of the Premises. The Operator agrees to allow the Owner the Right to Audit the Operator's books, records, and cash controls as it relates to handling of revenue for the County parking facilities, and any other supporting evidence deemed necessary by the Owner to substantiate compliance with the terms of this Agreement. Operator also agrees that documentation supporting

parking revenues collected and any adjustments to revenues, such as Bank Card Fees and Sales Taxes, will be available locally for the term of the contract. Such documentation must fully support gross revenues and any deductions to gross revenues reported to the Owner. This documentation includes, but is not limited to, system-generated reports showing daily collections and adjustments, bank deposits, bank statements, and sales tax returns remitted to the State of Texas.

9. CAPITAL EXPENDITURES: Notwithstanding anything contained herein to the contrary, Operator will never be obligated to fund, finance, or pay for in any manner whatsoever any capital expenditures for the Premises unless specifically agreed to separately in writing by Owner and Operator.

10. INDEMNIFICATION: **OPERATOR MUST INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, ITS OFFICERS, MEMBERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSS AND LIABILITY ON ACCOUNT OF ANY DAMAGES, INJURIES, CLAIMS AND DEMANDS (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR, ITS EMPLOYEES OR AGENTS. THIS PARAGRAPH 10 MUST SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. INSURANCE: Operator must procure and keep in force during the term of this Agreement the following insurance coverage in at least the minimum amounts shown, in reputable insurance companies, covering operations of the Operator:

a) Workers' Compensation / Employer's Liability
   i. Workers' Compensation – statutory
   ii. Employer's Liability - $500,000
b) Commercial General Liability –
   i. Bodily Injury / Personal Injury / Property Damage - $1,000,000 per occurrence, $2,000,000 aggregate
c) Auto Liability: Combined Single Limit (CSL) - $500,000 per occurrence
d) Garage Keepers Liability – minimum $500,000 per occurrence
e) Automobile Liability for owned/leased/hired autos - minimum $1,000,000 combined single limit
f) Excess Liability Coverage – minimum $10,000,000
g) Crime Coverage - minimum $50,000.

Such insurance policies, with the exception of Workers Compensation, must be endorsed to include Owner and Tarrant County Elected Officers and Agents as an additional insured to the extent that Owner is indemnified in paragraph 10 hereof. Operator must provide Owner with a certificate of insurance evidencing the above stated coverage, including a provision that Owner must receive 10 days advance notice of cancellation of the insurance.

Owner and Operator each waives all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises and improvements or any property contained therein, that is damaged or destroyed in any cause that is recovered from an insurance policy described in 11 or can be covered by standard All Risk Property Damage Insurance and covenants that no insurer must hold any right of subrogation against the other party for any such claim. This portion of 11 survives the termination of this contract.

It is understood and agreed that the Calhoun Garage is burdened with pipes, conduits, and lines necessary for utility services. Operator must have no liability with respect to any claims, causes of action, or costs arising from, out of, or because of, the existence of pipes, conduits, and lines in the Calhoun Garage unless liable under the Texas Tort Claims Act.

12. RATES, SCHEDULES & STAFFING: Parking rates, hours and methods of operation, discounts and allowances must generally be determined and directed in writing by Owner to Operator. In the absence of such direction or when deemed necessary by Operator in the ordinary course of business, Operator is to make recommendations to the Owner. A parking rate change must be approved by Commissioners Court. Changes in operating hours and staff adjustments can be authorized in writing by the Tarrant County Facilities Management Director.

13. TAXES AND ASSESSMENTS: Owner represents that it is exempt from property or income taxes, and it will pay directly to the taxing authorities those taxes and assessments levied upon or assessed with respect to the real and personal property of, within, or adjacent to the Premises. However, Operator remains responsible for its income taxes, social security taxes, if any, associated with its operations under this Agreement. Operator is required to collect Sales Taxes from each paying customer and remit those collections to the appropriate authorities. Operator indemnifies Tarrant County for any failure to pay these sums.

14. DEFAULT: Either party may terminate this Agreement upon the breach by the other party of any terms of this Agreement provided the breaching party receives written notice of existence of the breach and fails to remedy that breach within 10 days after receipt of the written notice. In the event of a nonmonetary breach, if the breaching party has commenced to cure that breach within the 10-day period and is diligently pursuing that cure, then the period may be extended for a total of 30 days from the receipt of the written notice. Either party also has the right to terminate and end this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors. Either party must only be liable to the other party for actual damages. Both parties waive their respective rights, if any, to any other type of damages, including, but not limited to special, consequential or punitive damages.

Upon termination of this Agreement, Owner and Operator must be released from any further obligation under the terms of this Agreement arising after the date of such termination. However, Owner and Operator must remain liable for (i) all of their respective obligations which have accrued under this Agreement prior to its termination until same have been satisfied in full; and (ii) those Paragraphs which expressly survives the termination.

15. SURRENDER: Upon the termination of this Agreement by lapse of time or otherwise, Operator agrees that it will surrender and deliver up to Owner possession of the Premises.

16. NOTICES: Any notices or communications required or requested to be given under the terms of this Agreement must be deemed received three days after properly mailed by United States Certified Mail, Return Receipt Requested, and with postage prepaid, if to:

OWNER TO:
TARRANT COUNTY
Michael Amador
Director of Facilities Management
200 Taylor Street
Fort Worth, Texas 76196

OPERATOR TO:
Robbins Parking Texas LP d/b/a Platinum Parking
Paul Lindenberger
Regional Vice President
719 Olive Street
Dallas, Texas 75201

The address for notices may be changed by delivering notice to the Party's address listed in this Paragraph.

17. INDEPENDENT CONTRACTOR: Owner and Operator agree that they are not to be deemed as partners or joint ventures, and that the services to be rendered by Operator are as an independent contractor. All personnel for the operation of the Premises by Operator must be employees of the Operator and not of Owner. Owner has no right to direct the Operator, its employees, or agents in the manner of their work on the Premises or elsewhere.

18. INTERMEDIARIES: Owner and Operator each represent and warrant that they have not obligated the other to compensate any agent, attorney, broker, or finder to be their intermediary in connection with the negotiation, preparation or execution of this Agreement.

19. ATTORNEY'S FEES: In the event legal action is brought to enforce this Agreement or any part of its provisions, the prevailing party must be entitled to receive from the non-prevailing party reasonable attorneys' fees and costs.

20. DESCRIPTIVE HEADINGS: The headings used are descriptive only and for the convenience of identifying the provisions and are not determinative of the meaning or effect of any of the provisions of this Agreement.

21. SEVERABILITY: If any provision of this Agreement must be invalid or unenforceable, the remainder must nevertheless continue in full force and effect.

22. ENTIRE AGREEMENT: This document contains the entire agreement and understanding between the parties and may not be amended or changed except by agreement in writing executed by the parties. In the event of any inconsistency between the document and the RFP, this document will control.

23. ACCESSORS AND ASSIGNS: This Agreement must be binding upon, and must inure to the benefit of, the parties, their respective heirs, legal representatives, successors and permitted assigns. This Agreement must run with the Premises.

24. GOVERNING LAW: This Agreement must be governed by, construed, and enforced in accordance with the laws of the State of Texas. In the event of any dispute hereunder, venue must be in the district courts, federal or state, physically located in Tarrant County, Texas.

25. CONSTRUCTION: The parties acknowledge that they have had their respective counsel review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any exhibits hereto or any amendments hereof.

26. AUTHORITY: The individuals signing below on behalf of such respective party represents and warrants that each individual in the stated capacity is authorized and empowered to enter into this Agreement.

27. REPRESENTATION: Operator has not made any guarantees, representations or warranties to Owner, except as expressly stated herein.

28. OWNER'S REPRESENTATION: None. Operator acknowledges that it has had the opportunity to review the Premises.

29. TERMINATION: This contract can be terminated by the Owner without cause with a 30-day written notice to the Operator.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**COUNTY**
Tarrant County
100 East Weatherford Street
Fort Worth, Texas 76196

**OPERATOR**
Robbins Parking Texas d/b/a Platinum Parking
719 Olive Street
Dallas, TX 75201

Approved on this the _____, by Commissioners Court Order No. _____.

**TARRANT COUNTY**
**STATE OF TEXAS**

_____
Tim O'Hare
County Judge

**OPERATOR**

_____
Paul Lindenberger
Regional Vice President

**CERTIFY AS TO THE**
**AVAILABILITY OF FUNDS**
**IN THE AMOUNT OF**

$_____

_____
Kim Buchanan
County Auditor

**APPROVED AS TO FORM***

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek contract review and approval by their own respective attorney(s).

# TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP NO. F2025004 - Annual Contract for Operation and Management of Parking Facilities - Facilities Management - Robbins Parking Texas LP d/b/a Platinum Parking

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

**********

## I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

**********

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

## II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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