

DOWNTOWN MOBILITY AUTHORITY

REQUEST FOR PROPOSALS

Parking Operations, Technology, and Management

Six Downtown Parking Garages and Meterless On-Street Parking Program

Memphis, Tennessee

Procurement Milestone	Date / Time
RFP Issued	October 15, 2026
Questions Due	October 26, 2026, 5:00 p.m. CT
Mandatory Intent to Bid Notification	October 26, 2026, 5:00 p.m. CT
Proposals Due	November 25, 2026, 5:00 p.m. CT
Notice of Intent to Award	February – March 2027
Service Commencement	See Part 4

Issued by: The Parking Authority of the City of Memphis and County of Shelby, Tennessee, d/b/a Downtown Mobility Authority

RFP Designated Contact:

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Table of Contents

Part 1. Definitions	4
Part 2. Introduction and Overview	5
2.1 Purpose and Procurement Structure	5
2.2 Desired Outcomes	5
2.3 Facilities and Operating Profile	5
2.4 Current Performance	6
Part 3. Procurement Process	6
3.1 Communications and Schedule	6
3.1.1 Designated Contact:	7
3.2 Mandatory Intent to Bid Notification	7
3.3 Eligible Proposals	7
3.4 Proposal Organization and Submission	7
3.5 Pricing and Evaluation	8
3.6 No-Award and Reservation of Rights.....	8
Part 4. Contract Provisions	9
4.1 Contract Structure and Commercial Model.....	9
4.2 Term, Renewal, and Commencement.....	9
4.3 Data, Interfaces, Security, and Privacy	9
4.4 Customer Data Protection	10
4.5 Performance, Remedies, Termination, and Transition.....	10
Part 5. Scope of Services	11
5.1 Scope Organization and Coordination	11
Module 1. Off-Street and On-Street Parking Technology and Enforcement	11
5.2 Current Operations and Operating Context.....	11
5.3 Module 1 Components	12
5.3.1 Component 1A: Platform and Payment.....	12
5.3.2 Component 1B: On-Street Payment and Enforcement Platform	12
5.3.3 Component 1C: Field Enforcement, Citations, and Collections.....	12
5.3.4 Module 1 Common Requirements.....	13
5.4 Module 1 Submittal Format and Evaluation.....	13
Module 2. Off-Street Parking Operations, Management, and Technology	14
5.6 Current Operations and Operating Context.....	14
5.7 Operational Duties.....	14
5.7.1 Component 2A: Facility Operations and Customer Service	14
5.7.2 Component 2A: Maintenance, Utilities, Events, and Claims	14
5.7.3 Component 2B: Security	15
5.7.4 Component 2C: Commercial Strategy, Analytics, and Growth.....	15
5.7.5 Module 2 Common Requirements.....	15

5.8 Module 2 Submittal Format and Evaluation.....	16
Part 6. Regulations Governing Insurance and General Conditions	16
6.1 Contract Security.....	16
6.1.1 Bond.....	17
6.2 Contractor's Insurance.....	17
6.3 Proof Of Carriage Of Insurance	17
6.3.1	17
6.4 Termination For Breach	18
6.5 Mobility Authority's Right To Withhold Certain Amounts And Application Thereof.....	18
6.6 Notice And Service Thereof.....	18
6.7 Assignment	18
6.8 Subcontracting	18
6.9 "Or Equal" Clause	18
6.10 Interpretation Of Documents Before Bids Are Received	18
6.11 Laws	19
6.12 Indemnity	19
6.13 Applicable Law	19
Appendix A. Pricing and Proposal Schedules.....	20
Appendix B. Responsibility, Data, and Interface Framework.....	21
Appendix C. Transition, Acceptance, and Service Levels.....	22

Part 1. Definitions

The terms below establish a common vocabulary for this procurement. Defined terms apply throughout the RFP, proposal forms, scope exhibits, and resulting agreements unless a section expressly states otherwise.

Term	Definition
Agreement	A contract resulting from this procurement, including the applicable scope, pricing form, appendices, and accepted proposal.
Application Program Interface (API)	A documented application programming interface used to exchange data or commands between systems.
City	The City of Memphis.
Component	A separately priced and separately terminable portion of a module.
Compliance Rate	The percentage of checked vehicles holding a valid parking session.
Contractor	A proposer awarded any module or component.
Corrective Maintenance	Work required to restore failed or degraded equipment, systems, or facility elements.
CPTED	Crime Prevention Through Environmental Design.
Downtown Mobility Authority (DMA)	The Parking Authority of the City of Memphis and County of Shelby, Tennessee, d/b/a Downtown Mobility Authority.
DMA Data	All operational, transaction, customer, payment, session, occupancy, enforcement, citation, configuration, report, model, and derived data arising from the operation.
Evaluated Price	The price calculated using DMA assumptions over the stated evaluation period.
Facilities / Garages	The six structured parking facilities as identified in Part 2.
Interoperability	The ability of systems and contractors to exchange and use data through documented interfaces.
LPR	License plate recognition technology.
Merchant of Record	The entity legally responsible for payment processing, settlement, refunds, and chargebacks.
Meterless Parking	DMA-managed on-street parking paid through signage-directed digital channels without a meter or kiosk at the space.
Module	One of the two separately awardable scope groupings.
Preventive Maintenance	Scheduled work intended to maintain reliable operation and reduce failures.
Public-Agency Users	Memphis Police Department (MPD) and City Engineering personnel authorized to use the enforcement platform.
Respondent	Contractor or group of contractors that have submitted an accepted response to this RFP.
Service Credit	A contractually defined fee reduction for failure to meet a service level.
Severity 1	A fault preventing parking, payment, or affecting life safety.
Severity 2	A fault that materially degrades the customer experience, enforcement, or reporting.
Standard Interface	A documented and supported interface generally available to customers and included in base pricing.
Transition	Activities required to commence or transfer services, data, accounts, equipment, credentials, and knowledge.
Vendor	A proposer awarded any module or component.

Part 2. Introduction and Overview

2.1 Purpose and Procurement Structure

DMA is soliciting proposals for technology, enforcement, operations, maintenance, security, and program-management services for six Downtown Memphis garages and the DMA-managed meterless on-street parking program. The current management agreement expires June 30, 2027. Respondents may propose on one module, both modules, or one or more named components. Each component must be independently priced.

The modular structure reflects the fact that customer payment technology, enforcement support, physical garage operations, security, and commercial strategy require different capabilities. DMA may select the strongest solution for each function or award a full module when a combined approach offers better value. Respondents proposing multiple components should explain shared resources and coordination, but no component may be conditioned on award of another component.

Module	Components	Primary Focus
1	1A Platform and Payment; 1B On-Street Payment and Enforcement Platform; 1C Citation Management, Field Enforcement, and Collections	Payment, LPR, accounts, data, on-street tools, garage compliance.
2	2A Facility Operations and Maintenance; 2B Security; 2C Program Management, Commercial Strategy, and Growth	Physical operations, maintenance, security, analytics, strategy, and growth.

2.2 Desired Outcomes

Successful delivery of DMA’s parking program depends on a strong partnership among DMA, the City, and the selected operator(s), working together toward a common set of goals. Over the course of the contract, the program should advance beyond day-to-day operations to create a consistently positive customer experience, improve accountability, and support data-driven decision-making. The desired outcomes outlined below reflect the progression of a mature parking program, one built on reliable facilities, dependable technology, fair and effective compliance practices, clear roles and responsibilities, and continuous performance monitoring. By aligning efforts across all partners, these outcomes will help strengthen customer confidence, improve operational efficiency, and support the long-term success of the parking portfolio.

Key Outcomes:

- Clean, safe, dependable, and customer-ready facilities.
- A simple and transparent payment experience across all customer channels.
- Reliable technology, accurate transactions, and uninterrupted access to DMA data.
- Fair compliance practices that encourage payment without relying on citation volume.
- Clear responsibility and productive coordination among DMA, the City, and contractors.
- Actionable analysis that improves utilization, customer products, and portfolio performance.

2.3 Facilities and Operating Profile

The six off-street facilities serve downtown employees, residents, visitors, event patrons, government users, and business customers. Demand varies by facility, time of day, day of week, event calendar, and nearby activity. Respondents should propose site-specific service levels within a coordinated portfolio model rather than assume one uniform approach.

Facility	Address	Spaces
First Parking Place	21 S. Second Street	409
Shoppers Garage	85 N. Front Street	340
Justice Center	245 Washington Avenue	1,000
Gayoso	100 Main Street	210
250 Peabody	250 Peabody Place	1,053
Downtown Mobility Center	60 Beale Street	976
Total		3,988

Paid on-street parking locations and pricing are determined by the City of Memphis. A map of the areas with regulated on-street parking and that currently accept meterless paid parking will be shared as a separate addendum.

Key Operational Features:

- The garages currently operate as gateless facilities using LPR.
- Customers pay by text, mobile application, web, kiosk, or pay station.
- The meterless on-street program uses QR-code and Text-To-Pay payment by license plate and has no vehicle detection.
- MPD and City Engineering enforce on the public right-of-way.

2.4 Current Performance

FY2026 results were approximately \$5.1 million in gross parking charges and \$4,573,821 in net parking revenue. These figures establish scale but are not intended to serve as a forecast. Respondents must identify assumptions used for price, utilization, staffing, or performance projections.

A more complete breakdown of garage revenues, expenses (utility and non-utility) for FY24 through FY26 will be provided to Respondents who submit an intent to bid.

Facility	FY2026 Net Revenue
Downtown Mobility Center	\$1,572,178
250 Peabody	\$940,163
Justice Center	\$755,865
First Parking Place	\$722,767
Gayoso	\$322,844
Shoppers Garage	\$259,974
Total	\$1,572,178

Facility	FY2025 Net Revenue
Downtown Mobility Center	\$1,539,904
250 Peabody	\$1,036,070
Justice Center	\$714,432
First Parking Place	\$885,005
Gayoso	\$360,148
Shoppers Garage	\$292,449
Total	\$1,572,178

Part 3. Procurement Process

3.1 Communications and Schedule

All procurement communications must be directed to the designated contact. Questions should identify the affected module, component, and section. Only a written addendum issued by DMA may modify the RFP. Respondents should monitor the procurement location for addenda and are responsible for acknowledging each addendum in the proposal.

Milestone	Date / Requirement
RFP issued	October 15, 2026
Site visit requests due	October 20, 2026
Written questions due	October 26, 2026, 5:00 p.m. CT
Mandatory Intent to Bid Notification Due	October 26, 2026, 5:00 p.m. CT
Responses and addenda posted	November 3, 2026
Proposals due	November 25, 2026, 5:00 p.m. CT
Interviews, if held	January 4 - January 8, 2027
Intent to award	February – March, 2027 (dependent on internal review processes and negotiations with the selected operator)
Anticipated Execution of Services	No later than July 1, 2027

3.1.1 Designated Contact:

Morgan Shaw, Transportation & Mobility Program Manager
shaw@downtownmemphis.com

3.2 Mandatory Intent to Bid Notification

All prospective proposers must submit written notice of their intent to bid via email to the designated RFP Point of Contact by the deadline specified in this RFP. The notice must identify the prospective proposer's legal business name, primary contact, email address, and telephone number, and clearly state the proposer's intent to submit a proposal in response to this solicitation. Receipt of the intent-to-bid email must be acknowledged in writing by the RFP Point of Contact. Submission of a timely intent to bid is a mandatory prerequisite for proposal eligibility. **Any proposal received from a proposer that has not submitted a timely intent to bid and received written acknowledgment of receipt from the RFP Point of Contact shall be deemed nonresponsive and will not be evaluated.** Proposers are solely responsible for ensuring timely submission and receipt confirmation. Failure to comply with this requirement may not be waived.

3.3 Eligible Proposals

A proposer may elect to submit a proposal for **one or both modules**, or for **one or more individual components** identified within a module. This flexibility is intended to encourage participation from firms with specialized expertise while also allowing teams to provide integrated solutions across multiple service areas. Regardless of the submission approach, each proposed component must represent a complete, stand-alone solution capable of being implemented independently without reliance on services that are not included in the proposer's scope.

To facilitate a fair and transparent evaluation, proposers shall provide a separate technical approach, staffing plan, schedule, and cost proposal for each component submitted. Pricing for each component must be independently stated and sufficient to support contract award on that component alone. Proposers may also offer combination or bundled pricing for multiple components; however, any bundled pricing must be presented solely as a discount from the sum of the individual component prices and may not obscure the standalone cost of any component.

The proposal must clearly identify all subcontractors, teaming partners, technology providers, and other entities that will contribute materially to the delivery of the proposed services. For each relationship, the proposer shall describe the role, responsibilities, and scope of work of the participating organization, as well as any exclusive partnerships, licensing arrangements, or other material dependencies that are necessary for successful implementation. This information will be used to assess the completeness, accountability, and organizational structure of the proposed solution.

3.4 Proposal Organization and Submission

The organization below separates firm responsibility from technical merit and financial evaluation. Respondents should avoid repeating general corporate material. Cross-references must be specific and may not force evaluators to search for a required response.

Volume	Submission	Required Content
I. Firm Responsibility	Submit once	A. Cover Letter; B. Entity and Ownership; C. Audited Financials; D. Insurance and Bonding Capacity; E. Litigation disclosure (past 5 years); F. Fraud, Criminal Convictions, or Civil Judgments disclosure (past 5 years); G. Default or Termination disclosure (past 5 years); H. Bankruptcy or Insolvency disclosure (past 5 years); I. Debarment, Suspension, or Disqualification disclosure (past 5 years); J. Conflicts of Interest Statement; K. Certifications.
II. Technical Proposal	One per module	A. Scope/Services Offered; B. Qualifications; C. Technical and Operating Approach; D. Module-specific Responses; E. Key Personnel; F. Implementation Strategy; G. Service Levels; H. References; I. Exceptions of DMA.
III. Pricing and Compensation	One per module, separate	A. Component pricing; B. Assumptions; C. Implementation Costs; D. Equipment Costs; E. Customer, Transaction, Technology Fees; F. Assumed Rate Cards/Rate Schedule; G. Escalation (Over a 7-year period); H. Compensation Narrative.

- Submit files in the order and naming format stated in the table above.
- State all exceptions by section and provide proposed alternative language. Silence constitutes acceptance.
- Proposals remain valid for 180 days and must be signed by an authorized representative.

3.5 Pricing and Evaluation

DMA will compare proposals on a lifecycle-cost basis that may include recurring charges, implementation, equipment and financing, customer-facing fees, transaction charges, escalation, transition exposure, and optional services. Respondents must provide enough information for DMA to reproduce totals and test material assumptions.

Technical merit will be evaluated separately from price before DMA considers best value. A low price will not offset a material weakness in customer experience, transition readiness, data access, cybersecurity, staffing, maintenance, or operating control. Optional features will receive value only when relevant and supported by a practical implementation approach.

3.6 No-Award and Reservation of Rights

The DMA may decline to award any module or component. If a scope receives no acceptable proposal, the DMA may choose to re-solicit it, fold it into another awarded scope on negotiated terms, perform that scope with DMA or its associates' personnel, or procure it by any other lawful means. The DMA reserves the right to reject any or all proposals, waive minor irregularities, request clarification, negotiate, modify any scope or award, and cancel this Request for Proposals in whole or in part. Issuance does not obligate the DMA to award any agreement or reimburse any proposal cost.

Part 4. Contract Provisions

4.1 Contract Structure and Commercial Model

Each award will result in a separate Agreement or separately terminable component. Shared resources and discounts must be documented so DMA can terminate or transition one component without creating an undefined cost allocation for the remaining work.

- DMA revenue is held in trust and remitted gross of contractor compensation.
- Contractor compensation is invoiced separately and may not be deducted from revenue except approved processor pass-throughs.
- Customer-facing fees require DMA approval and must remain within contractual maximums.
- Annual escalation will use the stated index, first adjustment date, and cap.
- Records must support invoice verification, revenue reconciliation, lifecycle-cost review, and audit.

4.2 Term, Renewal, and Commencement

The Agreement will be structured to provide long-term program stability while maintaining flexibility to adapt to evolving operational, technology, and customer service needs. The anticipated contract term will consist of an initial **three-year base term**, with the option for DMA to exercise **two additional two-year renewal periods**, for a potential total contract duration of **seven years**. Renewal options will be exercised at DMA's sole discretion based on Contractor performance, achievement of program objectives, continued business need, and the ongoing value delivered to the Authority.

Because this procurement is organized into multiple modules and components, the final Agreement may establish **component-specific implementation schedules, performance requirements, and renewal provisions** where appropriate. Components involving substantial technology deployments, system integrations, capital investments, financed equipment, or infrastructure improvements may require a longer initial firm commitment to support implementation costs, system stabilization, and return on investment. Conversely, operational, professional services, advisory, analytical, or labor-based components may be structured with greater flexibility to allow DMA to adjust service levels, modify scopes, or transition providers as program needs evolve.

DMA reserves the right to phase implementation and contract commencement by module, component, facility, or functional area rather than initiating all services simultaneously. Notice to proceed may be issued separately for individual components based on project priorities, operational readiness, technology deployment schedules, funding availability, or other business considerations. Services will commence only after DMA has determined that all required prerequisites have been satisfied, including contract execution, staffing commitments, technology readiness, testing and acceptance activities, training requirements, and any other conditions necessary to support a successful transition and implementation. This phased approach is intended to minimize operational disruption, reduce implementation risk, and allow DMA and its partners to effectively manage change across the parking portfolio.

4.3 Data, Interfaces, Security, and Privacy

DMA requires direct and continuing access to information needed to oversee operations, reconcile revenue, support customers, measure performance, respond to public-agency requests, and transition services. Dashboard access alone is not sufficient when the same information cannot be exported or obtained through documented interfaces.

- DMA owns DMA Data, customer relationships, configurations developed for DMA, reports, models, and derived datasets.
- Contractors may use DMA Data only to perform awarded work and may not independently market to DMA customers.
- Provide documented interfaces, schemas, data dictionaries, report logic, change notices, and non-proprietary exports.
- Contractor(s) shall maintain PCI-DSS compliance where cardholder data is handled and disclose merchant-of-record and processor roles.
- Apply multifactor authentication, least privilege, encryption, logging, patching, vulnerability management, backups, personnel screening, incident response, and vendor controls.
- Report an actual or suspected DMA Data breach within 24 hours and preserve relevant evidence.

Security and retention controls should reflect the information handled by the component. Payment data, customer accounts, license plates, enforcement evidence, user credentials, incident records, and facilities access may require

different safeguards and retention schedules. Respondents must identify material hosting providers, subprocessors, and subcontractors.

4.4 Customer Data Protection

As a material condition of contract award and performance, Contractor(s) shall recognize that all DMA/Customer Data, including personal information, confidential information, transaction records, usage data, location data, license plate information, and any other information collected, accessed, generated, or processed in connection with this Agreement, is and shall remain the exclusive property of the Customer or its applicable data owner.

The Contractor shall use DMA/Customer Data solely to perform the services expressly authorized under this Agreement and shall not, directly or indirectly, sell, rent, license, disclose, transfer, monetize, commercialize, share, or otherwise make DMA/Customer Data available to any third party, affiliate, or other entity, nor use DMA/Customer Data for advertising, marketing, artificial intelligence or machine-learning training, product development, benchmarking, analytics for unrelated purposes, or any other purpose outside the scope of this Agreement, without the DMA's prior express written authorization.

These restrictions apply to identifiable, pseudonymized, de-identified, and aggregated data to the extent derived from or incorporating DMA/Customer Data. The Contractor(s) shall implement and maintain appropriate administrative, technical, and physical safeguards; restrict access to authorized personnel with a legitimate need to perform the contracted services; and ensure that all employees, subcontractors, and approved service providers are bound by written obligations at least as protective as this clause. No subcontractor or third party may access or process DMA/Customer Data without the DMA's prior written approval, except where disclosure is legally compelled, in which case the Contractor(s) shall provide advance notice to the extent legally permitted.

Contractor(s) shall notify the DMA in writing of any actual or reasonably suspected unauthorized access, use, disclosure, loss, or compromise of DMA/Customer Data without undue delay and in no event later than twenty-four (24) hours after discovery, and shall promptly investigate, mitigate, remediate, and cooperate fully with the DMA at the Contractor's expense. Upon expiration or termination of the Agreement, or upon the DMA's written request, Contractor(s) shall promptly return or securely destroy all DMA/Customer Data, including copies held by approved third parties, and certify completion in writing, except to the extent retention is required by applicable law. These obligations shall survive expiration or termination of the Agreement for as long as Contractor(s) or any party acting on its behalf retains DMA/Customer Data.

Any violation of this clause shall constitute a material breach of contract, entitling the DMA, to the extent permitted by law, to terminate the Agreement, suspend data access, seek injunctive or other equitable relief, and pursue all available legal and contractual remedies, including recovery of direct damages, reasonable costs of investigation and remediation, legally recoverable third-party claims, and attorneys' fees and litigation costs where recoverable under applicable law or contract. Contractor(s) shall indemnify and hold harmless the City of Memphis, the DMA and its officers, employees, and authorized representatives against third-party claims, losses, liabilities, and reasonable expenses arising from the Contractor's or its subcontractors' breach of this clause, to the extent permitted by applicable law. No limitation of liability, exclusion of damages, or other contractual provision shall limit the Contractor's liability for unauthorized sale, use, or disclosure of DMA/Customer Data, or for a breach of this clause, unless the DMA expressly agrees to such limitation in a written amendment signed by an authorized representative. Nothing in this clause waives any rights or remedies otherwise available to the DMA under applicable law.

4.5 Performance, Remedies, Termination, and Transition

Each Agreement will identify objective service levels, the source data used for measurement, reporting periods, exclusions, relief events, corrective actions, credits, and repeat-failure consequences. DMA will determine contract remedies using the agreed measurement method. Contractors must provide timely source information and may not control the only record used to assess their performance. Performance service levels and remedies may include, but are not limited to:

- Use notice and cure periods appropriate to the severity and effect of the failure.
- Apply service credits to the affected component or location unless the failure affects the entire portfolio.
- DMA may permit corrective action plans, step-in, suspension, substitute performance, or termination when warranted.
- Allow convenience and cause termination at the component level, subject to any approved initial firm period.

- Continue undisputed services during a dispute, if requested by DMA, and do not withhold revenue, data, accounts, credentials, documentation, or transition support.
- Maintain transition-in and transition-out plans and cooperate with DMA and successor contractors.

The final Agreement will also address insurance, performance security, indemnity, liability, intellectual property, public records, audit rights, governing law, venue, assignment, change of control, force majeure, non-appropriation, and dispute resolution. Respondents must state exceptions clearly enough for DMA and counsel to evaluate risk and pricing effect.

Part 5. Scope of Services

5.1 Scope Organization and Coordination

Part 5 is written as a stand-alone scope. Each module states the operating context, required services, coordination duties, proposal response, and evaluation focus needed to develop a complete approach. A requirement assigned to a component must be included in the technical and price proposal unless the RFP expressly assigns the effort elsewhere.

A multiple-contractor award will require disciplined coordination. Contractors must exchange information, participate in joint testing and incident response, use documented handoffs, and continue undisputed work while DMA resolves responsibility for a shared issue. Customers and public-agency users should experience a coordinated program rather than separate contractor processes.

Module	Component	Scope
Module 1: Off-street and On-Street Parking Technology and Enforcement	1A	Garage access and revenue control, payment processing, accounts, reservations, validations, rates, reporting, integrations, and technology support.
	1B	Meterless on-street payment and enforcement platform for public-agency users.
	1C	Garage patrols, citations, disputes, collections, and compliance reporting.
Module 2: Off-street Operations, Management, and Technology	2A	Garage staffing, customer service, cleaning, maintenance, utilities, events, and claims.
	2B	Portfolio security, monitoring, CPTED, incident response, and reporting.
	2C	Commercial strategy, analytics, shared parking, customer products, City reporting support, and growth.

Module 1. Off-Street and On-Street Parking Technology and Enforcement

5.2 Current Operations and Operating Context

Module 1 connects the customer payment experience with the records used for garage access, on-street session validation, compliance activity, citations, reconciliation, and performance reporting. It will serve as the system of record for sessions, payments, accounts, rate configurations, enforcement activity, citations, and related reporting, even when individual components are awarded to different firms.

The garages currently operate without entry and exit gates. Vehicles are identified through LPR, and customers pay through digital channels or DMA-selected kiosks and pay stations. A gated alternative may be proposed but must be separately priced and must disclose ownership, financing, amortization, termination balance, operating effect, and effect on Module 2.

The meterless program relies on signs and digital payment channels. DMA-managed spaces are interleaved with City-managed metered spaces, so the proposed solution must help both customers and enforcement users identify the applicable system. The City establishes public right-of-way rates and hours and installs signs. MPD and City Engineering personnel conduct public right-of-way enforcement; the contractor provides the platform, live session data, training, user access, and support.

Proposers should acknowledge and incorporate as necessary the current prohibition on vehicle immobilization instituted by the MOTION Act of 2025 (TCA § 55-31).

5.3 Module 1 Components

5.3.1 Component 1A: Platform and Payment

The platform should simplify transactions for occasional visitors while supporting subscriptions, contract customers, businesses, events, reservations, validations, complimentary parking, and disability exemptions. Account and product rules must remain understandable to DMA staff and transferable at contract end. Configuration changes must be controlled through documented approvals and retained in an audit history. Key elements of the platform and payment system should include:

- Identify vehicles entering each garage and associate each vehicle with an active session or documented exception.
- Support transient, monthly, subscription, business, contract, event, reservation, validation, complimentary, and disability-exempt parking.
- Support transient on-street parking in signed meterless areas.
- Support mobile application, text, web, QR code, telephone, payment cards, mobile wallets, and DMA-selected kiosks or pay stations.
- Support collection of data relevant to determining garage occupancy, utilization, revenue per space, customer mix, payment compliance, estimated leakage, and recommended actions.
- Disclose merchant of record, complete funds flow, processing costs, settlement, refunds, chargebacks, and transaction-level reconciliation.
- State every customer-facing fee by channel and transaction type and display the full price before purchase.
- Manage accounts, reservations, validations, commercial receivables, and technology customer support.
- Maintain 99.9% monthly payment availability and notify DMA or designated contact within 15 minutes of an outage.
- Configure DMA-approved garage rates and City-approved on-street rates with audit trails and scheduled reversibility.
- Provide continuous DMA dashboard and API access and unrestricted non-proprietary exports.

Payment processing must be transparent from customer authorization through DMA remittance. The proposal should explain which entity controls each step, how exceptions are resolved, and how DMA can reconcile processor records to parking sessions and bank settlement.

5.3.2 Component 1B: On-Street Payment and Enforcement Platform

The on-street customer journey should be short, clear, and usable from a mobile browser. Location, rate, paid hours, extension rules, total price, and receipt options should be presented before payment is completed. The system should help a customer correct an invalid zone or plate entry without creating unnecessary citation risk.

- Provide QR payment without requiring an application download or account creation.
- Accept payment by license plate, allow permitted extensions, issue receipts, and provide telephone or SMS payment.
- Provide real-time session data to the enforcement platform.
- Prevent payment for locations outside the DMA system or provide a clear warning and correction process.
- Provide secure roles, mobile tools, training, guides, audit logs, and direct support for MPD and City Engineering.
- Display whether a checked location belongs to the DMA meterless supply or the City metered supply.
- Maintain 99.9% monthly payment availability during paid hours and notify DMA and the City contact within 15 minutes of an outage.

The enforcement view should prioritize a clear parking-status decision and avoid unnecessary navigation. Training and support must account for shift schedules, turnover, device changes, and event conditions. The contractor remains responsible for platform support even though City personnel perform enforcement.

5.3.3 Component 1C: Field Enforcement, Citations, and Collections

DMA expects enforcement to support payment compliance and consistent customer treatment. Patrols should be based on demand, observed noncompliance, event conditions, and the cost and value of coverage. Supervisors should review field activity and adjust routes without creating an incentive to maximize citation volume.

- Propose patrol frequency, days, hours, event coverage, staffing, and routes for each garage.
- Check live session data immediately before issuance and protect vehicles displaying valid disability credentials.
- Provide citation issuance, notices, payment, disputes, voids, receivables, write-offs, collections, and reporting connected to session records.
- Allow DMA to void or reduce citations; a citation conflicting with the authoritative session record must be voided.

- Limit collections to garage receivables; litigation, credit reporting, third-party referral, or vehicle action requires advance approval.
- Report checked vehicles, patrol coverage, citations, disputes, collection outcomes, and compliance separately for garages. Report checked vehicles, citation volumes, and compliance for on-street parking.

The citation record should connect the original session, evidence, notices, dispute history, decision, payment, and collection status. Recurring issuance errors, upheld disputes, and complaints must be analyzed as operating issues. Compensation may not increase based on citation volume or recovery.

5.3.4 Module 1 Common Requirements

Interoperability and Data

Contractors must publish or consume documented interfaces needed for their awarded scope, participate in joint testing and incident diagnosis, and give advance notice of changes affecting another system. Standard interfaces are included in base pricing. Contractors must acknowledge DMA ownership of data, accounts, configurations, reports, models, and derived datasets and provide transition-ready exports and documentation. Contractors must provide a list of applicable APIs, reports, and/or exports and whether the products are included or priced separately. Please list existing reseller integrations and their commission rates.

Security and Equipment

Each contractor must maintain security controls appropriate to payment, account, plate, enforcement, and administrative data. For every asset, the proposal must identify manufacturer, model, quantity, location, function, owner, maintainer, power, connectivity, price, financing, useful life, termination balance, and disposition. Equipment and software will be evaluated over the full contract lifecycle, not only initial cost.

Implementation and Transition

Submit a phased plan covering discovery, design, configuration, integrations, conversion, payment underwriting, equipment, testing, training, communications, garage go-live, on-street go-live, rollback, stabilization, and acceptance. Assume payment credentials may not transfer and provide a customer re-enrollment and retention plan. Identify DMA and City decisions, required dates, dependencies, and fallback plans.

5.4 Module 1 Submittal Format and Evaluation

Section	Required Information
M1-1 Scope/Services Offered	Components proposed, and optional gated alternative.
M1-2 Qualifications	Comparable deployments, LPR, payments, public-agency enforcement, citations, collections, PCI, and security.
M1-3 Technical and Operations Approach	Architecture, hosting, channels, accounts, rates, enforcement, reporting, interfaces, security, and support. Customer support, public-agency support, patrols, citation administration, compliance, and quality controls.
M1-4 Module-Specific Responses	Details relevant to specific modules or unique criteria associated with proposed solutions.
M1-5 Personnel	Program executive, account manager, implementation, technical, payment/security, enforcement, and support leads.
M1-6 Implementation	Milestones, dependencies, migration, equipment, testing, training, signage, cutover, rollback, and acceptance.
M1-7 Service Levels	Standards, measurement, reporting, exclusions, remedies, and performance history.
M1-8 References / Exceptions	At least 3 references and exceptions with alternative language.
M1-9 Pricing	Standalone components, on-street, implementation, equipment, processing, fees, integrations, and rate cards.
M1-10 Equipment	Ownership, maintenance, financing, termination, and transition schedule.

Criterion	Focus	Weight
Responsibility / qualifications	Capacity, experience, PCI, cybersecurity, licenses.	Pass/Fail
Technical and customer solution	Ease of use, transparency, architecture, reliability, maturity.	20
DMA control	Interfaces, data, portability, equipment, transition.	10
Implementation	Migration, testing, training, signage, rollback, schedule.	10
Compliance and enforcement	Patrols, fairness, accuracy, disputes, collections, support.	10
Personnel / past performance	Experience, availability, comparable results.	15
Service levels	Availability, response, resolution, reporting, remedies.	15
Price / compensation	Evaluated price, lifecycle cost, fees, alignment.	20

Module 2. Off-Street Parking Operations, Management, and Technology

5.6 Current Operations and Operating Context

Module 2 covers the visible and physical customer experience in the six garages, including facility condition, cleanliness, safety, customer assistance, commercial performance, and growth. The portfolio should operate under consistent standards while retaining site-specific staffing, cleaning, maintenance, security, and event plans.

Facilities currently operate seven days a week with staffing aligned to demand and camera monitoring during unattended periods. Respondents should recommend an improved model rather than duplicate incumbent staffing. Security may be self-performed or subcontracted but must be disclosed and separately priced. Module 1 maintains payment and LPR systems; Module 2 maintains assigned facility and security assets under the final responsibility matrix.

DMA is seeking an accountable portfolio approach rather than six unrelated operations. The proposal should explain supervision across shifts and facilities, how remote and on-site resources interact, and how customer requests move between Module 1 and Module 2 without requiring the customer to restart the issue.

5.7 Operational Duties

5.7.1 Component 2A: Facility Operations and Customer Service

The staffing plan should be tied to customer demand, facility risk, event activity, remote-service capability, and response expectations. Each respondent should explain why the proposed mix of fixed, roving, supervisory, and remote resources is appropriate and how coverage will change as demand changes.

- Propose staffing and supervision by facility, shift, event, night, weekend, and holiday, and identify a dedicated account manager.
- Obtain DMA approval before implementing or materially changing the staffing plan.
- Provide uniforms, identification, screening, training, safety procedures, customer assistance, and on-site response.
- Use warm transfers between technology support and facility operations so customers are not required to locate the correct contractor.
- Provide event staffing, traffic and pedestrian support, cleaning, customer assistance, incident coordination, and claims administration.
- Maintain case and incident records showing location, issue, ownership, response, resolution, and repeat contact.

Cleaning and Appearance

Remove trash and sweep daily; clean stairwells, elevators, booths, and occupied spaces daily; remove graffiti within 24 hours; deep interior power wash at least semiannually and more frequently as requested by DMA; deep exterior power washing at up to two (2) year intervals or as requested by DMA, and maintain drains, pest control, snow and ice response, and waste disposal. DMA will use a repeatable inspection instrument and documented deficiencies to measure condition rather than relying only on scheduled frequencies.

5.7.2 Component 2A: Maintenance, Utilities, Events, and Claims

Maintenance should be managed as an asset and reliability program, not isolated repairs. Preventive work, inspections, certificates, work orders, recurring failures, parts, contractor response, and capital recommendations should be connected in one auditable process.

- Submit preventive tasks and frequencies for elevators, life safety, occupied-area ventilation, lighting, assigned security systems, doors, barriers, stairs, guardrails, striping, finishes, signs, drainage, booths, and network pathways.
- Use a work-order system recording facility, location, asset, priority, cause, response, labor, materials, resolution, completion, and recurrence.
- Obtain written approval before corrective work exceeding \$2,500, except immediate life-safety, security, or damage-prevention work.
- Manage utilities, monitor monthly consumption and cost by facility, investigate material changes, and identify conservation opportunities.

- Identify capital and structural needs, provide interim protection when needed, and do not perform capital work without written authorization.
- Receive, investigate, document, and respond to vehicle damage or loss claims and maintain required garage-keeper liability coverage.

The proposal must distinguish routine operating maintenance from capital or structural work. The final responsibility matrix will control ownership and maintenance boundaries for payment/LPR assets, cameras, lighting, doors, gates, network pathways, power, and facility systems.

5.7.3 Component 2B: Security

The security plan should be based on facility conditions and operating periods rather than a single portfolio-wide staffing assumption. Respondents should explain how visible patrols, fixed posts, camera monitoring, lighting, communications, and coordination with emergency services work together and where each method is most effective. Respondents should address the following elements:

- Propose fixed-post, roving, remote-monitoring, or combined coverage by facility, day, and time.
- Describe personnel, supervision, licensing, screening, training, communications, dispatch, posts, monitoring, relief, and emergency coordination.
- Apply CPTED principles to lighting, sightlines, concealment, pedestrian routing, wayfinding, visibility, access, and maintained appearance.
- Report serious incidents immediately and no later than one hour and document other incidents in a structured system.
- Preserve and release evidence through a controlled process.
- Disclose security subcontractors, scope, cost, and contractor fee or margin; DMA approval is required before appointment or replacement.

Incident reports must be timely, factual, and useful for follow-up. Reports should distinguish observed facts from preliminary assumptions, document notifications and response, preserve evidence, and identify recurring locations or conditions that may warrant an operating or physical improvement.

5.7.4 Component 2C: Commercial Strategy, Analytics, and Growth

Component 2C should convert operating and customer data into practical recommendations. Analyses must state source data, method, assumptions, alternatives, and expected effects so DMA can reproduce the work and make an informed decision. Recommendations may not depend on proprietary models that DMA cannot review or maintain.

- Maintain a written garage rate strategy and recommend changes supported by occupancy, customer, competitive, event, and financial information.
- Report monthly on occupancy, utilization, revenue per space, customer mix, payment compliance, estimated leakage, and recommended actions.
- Provide reproducible calculations, source data, assumptions, models, and DMA-owned derived datasets.
- Develop and maintain a Downtown parking map and customer pricing standards.
- Identify shared-parking opportunities and develop owner arrangements for DMA approval.
- Develop a DMA Parking Pass or similar multi-facility product, including rules, rates, support, technology, implementation, and measures.
- Prepare DMA reporting to the City using available on-street payment, enforcement, revenue, remittance, and availability data.
- Evaluate additional facilities, products, service areas, curb-management opportunities, pilots, and mobility integration under authorized task orders.

The decision path is: Component 2C recommends, DMA approves, and the applicable technology or operations contractor implements. Component 2C may not independently direct another contractor. Any vendor, affiliate, reseller, referral, commission, or revenue-sharing relationship that may affect advice must be disclosed.

5.7.5 Module 2 Common Requirements

Governance and Reporting

Attend weekly operations calls, monthly joint meetings, and quarterly business reviews. Provide monthly facility, maintenance, incident, claim, staffing, utility, security, subcontractor, invoice, financial statements, and supporting

reports by the 15th. Provide the Component 2C portfolio performance report by the 25th. Reports should identify material changes, recurring conditions, unresolved risks, required decisions, and recommended next steps, not merely activity counts.

Safety and Continuity

Maintain safety, emergency, severe-weather, incident, and continuity procedures and required licenses and inspection certificates. Life-safety conditions require immediate notice, temporary protection, and escalation. Contractors must retain supporting records and give DMA access needed for performance measurement and audit.

Mobilization and Transition

Submit a mobilization plan and participate in joint baseline inspections documenting defects, open work, assets, warranties, permits, credentials, utility accounts, subcontractors, claims, and procedures. Maintain a transition-out plan and transfer records, warranties, inspections, vendor contacts, work orders, incidents, claims, keys, credentials, procedures, and DMA-owned assets.

5.8 Module 2 Submittal Format and Evaluation

Section	Required Information
M2-1 Scope/Services Offered	Components proposed and independent or combined security approach.
M2-2 Qualifications	Garage operations, maintenance, safety, security, analytics, shared parking, products, and growth experience.
M2-3 Operations	Organization, staffing, customer support, cleaning, events, claims, safety, and coordination.
M2-4 Maintenance / Utilities	Assets, preventive matrix, work orders, corrective response, inspections, utilities, capital escalation.
M2-5 Security	Coverage, posts, patrols, monitoring, CPTED, subcontractors, incidents, reporting, pricing.
M2-6 Commercial / Growth	Rates, analytics, reporting, City support, shared parking, map, pass, growth, independence.
M2-7 Mobilization	Staffing, vendors, inspections, utilities, procedures, training, readiness, and transition.
M2-8 Service Levels	Condition, customer response, maintenance, life safety, security coverage, incidents, reporting, remedies.
M2-9 Personnel	Account, operations, maintenance, safety, security, and advisory leads.
M2-10 Pricing	Component, facility, staffing, utilities, security, events, maintenance, capital management, retainer, tasks, and rate cards.
M2-11 References / Exceptions	At least 3 references and exceptions with alternative language.

Criterion	Focus	Weight
Responsibility / qualifications	Capacity, experience, safety, licenses, advisory qualifications.	Pass/Fail
Operations / staffing	Coverage, service, supervision, events, quality, flexibility.	15
Maintenance / utilities	Standards, preventive work, controls, response, assets, utilities.	10
Security / safety	Coverage, staff, monitoring, CPTED, incidents, subcontractors.	15
Strategy / analytics	Methods, reproducibility, reporting, insight, customer focus.	10
Shared parking / growth	Delivered examples, role, outcomes, references, practicality.	10
Personnel / mobilization	Experience, availability, continuity, readiness, transition.	20
Price / compensation	Price, staffing basis, transparency, rate cards, retainer, tasks.	20

Part 6. Regulations Governing Insurance and General Conditions

6.1 Contract Security

The Contractor shall furnish a surety bond in the amount specified in the INSTRUCTIONS TO BIDDERS (6.13) 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.

6.1.1 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 the Downtown Mobility Authority, 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 Contractor, 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 Contractor shall be required to furnish the Downtown Mobility Authority with a new surety bond conforming to the above-described requirements.

6.2 Contractor's Insurance

The Contractor shall not commence work under the Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Downtown Mobility Authority, nor shall the Contractor 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 the Downtown Mobility Authority 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 Contractor may be withheld until those requirements have been met or at the option of the Downtown Mobility Authority, the Downtown Mobility Authority may pay the renewal premiums and withhold such payments from any sum of money due the Contractor.

The Downtown Mobility Authority, the owner/master lessee of the garage shall be conspicuously named on the Contractor's Certificate of Insurance as an additional insured.

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

- a) Worker's Compensation Insurance pursuant to State Law according to Statutory Limits.
- b) Garage 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 an amount no less than \$5,000,000 per claim.
- d) Automobile Liability Insurance to be provided in an amount no less than \$5,000,000] per claim.
- e) Employee Dishonesty and Crime Coverage Insurance to be provided in an amount no less than \$1,000,000 per claim.
- f) Professional Liability Insurance to be provided in an amount no less than \$1,000,000 per claim.

6.3 Proof Of Carriage Of Insurance

The Contractor shall furnish the Downtown Mobility Authority with satisfactory proof of carriage of the insurance required annually.

6.3.1

The Contractor 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 Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby the Contractor assumes the obligation to protect, defend, indemnify and hold the Downtown Mobility Authority, 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 Contractor 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.

6.4 Termination For Breach

Termination of Contract shall be 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 Contractor or by any of his subcontractors, the Downtown Mobility Authority may serve written notice upon the Contractor 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 Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made either by the Contractor or the Surety, the Contract shall, upon the expiration of the said 10 days, cease and terminate. Notwithstanding, the foregoing DMA shall have no obligation to provide the Contractor a right to cure any monetary default or any default arising out of the gross negligence or willful misconduct of Contractor. In the event of any such termination, the Downtown Mobility Authority 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 Contractor, and the Contractor and his Surety shall be liable to the Downtown Mobility Authority for any excess cost occasioned the Downtown Mobility Authority thereby, and in such event the Downtown Mobility Authority may take possession of and utilize in completing the work, such materials, appliances and plant owned or operated by Contractor or its permitted subcontractor as may be on the site of the work and necessary therefore.

6.5 Mobility Authority's Right To Withhold Certain Amounts And Application Thereof

If evidence is produced before the final settlement of all or any balances that the Contractor has failed to pay laborers employed on his work or failed to pay for materials used therein, or if the Downtown Mobility Authority has reason to suspect the same, the Downtown Mobility Authority may withhold such balances and upon evidence satisfactory to the Downtown Mobility Authority as to the amount due for such labor and materials, the Downtown Mobility Authority, acting as the agent of the Contractor, may settle and pay for the same and charge the amounts to the Contractor and deduct the same from the said balance or balances.

6.6 Notice And Service Thereof

Any notice to any Contractor from the Downtown Mobility Authority 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 Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.

6.7 Assignment

The Contractor shall not assign the Contract or any part thereof or any sums of money due or to become due thereunder without the approval of the Downtown Mobility Authority nor without the consent of the Surety unless the Surety has waived its rights to notice or assignment.

6.8 Subcontracting

No part of the Contract shall be sublet without the approval of the Downtown Mobility Authority. If the Contractor shall sublet or subcontract any part of the Contract, the Contractor shall be held as fully responsible to the Downtown Mobility Authority 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 Contractor 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.

6.9 "Or Equal" Clause

Whenever a material or article is specified by using the name of a proprietary product or of a manufacturer or vendor, any materials or article which will perform to the same standards and specifications as the specified materials or articles the duties required will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function in the estimation of the Downtown Mobility Authority.

6.10 Interpretation Of Documents Before Bids Are Received

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract documents, he may submit to the Downtown Mobility Authority

Parking Manager written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Downtown Mobility Authority will not be responsible for any other explanation or interpretation of the proposed documents.

6.11 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.

6.12 Indemnity

The Contractor agrees that they will indemnify and save harmless the Downtown Mobility Authority 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 Contractor, its agents or servants. The Contractor shall at all times provide reasonable safeguards against injuries to persons and property from the acts of the Contractor or his agents or servants.

6.13 Applicable Law

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 APPLICANTS/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 6.1 in the amount of \$150,000.
- Proof of coverage of insurance required as described in section 6.2.
- All other requested information pertaining to this Request for Proposals.

Appendix A. Pricing and Proposal Schedules

DMA will issue fillable schedules so proposals can be evaluated on a consistent basis. Respondents must complete every applicable field and may not replace the required schedules with proprietary pricing sheets. Supporting detail may be attached when it is clearly linked to the applicable schedule line.

Schedule	Required Content
A-1 Firm responsibility	Entity, ownership, financials, insurance, litigation, defaults, conflicts, certifications.
A-2 Component selection	Components proposed, subcontractors, alternatives, and dependencies.
A-3 Pricing	Recurring, implementation, equipment, transactions, customer fees, escalation, and rate cards.
A-4 Equipment	Asset, quantity, location, owner, maintainer, commercial status, useful life, and disposition.
A-5 Exceptions	RFP section, objection, business effect, and proposed alternative language.
A-6 References	Client, contact, scope, size, term, implementation date, and performance status.

DMA may calculate evaluated price using its own volumes and assumptions rather than a proposer total. Omitted or inconsistent assumptions may be normalized for evaluation. Customer-facing fees and financing balances may be included in lifecycle cost even when they are not directly invoiced to DMA.

Appendix B. Responsibility, Data, and Interface Framework

The final responsibility matrix will identify ownership and maintenance for each asset, interface, and operating process. Until that matrix is finalized, the following principles apply: DMA approves policy and remedies; the City retains public right-of-way authority; Module 1 controls payment, accounts, sessions, enforcement technology, and citations; and Module 2 controls physical facilities, customer service, security, utilities, and commercial strategy.

Function	DMA	City	Module 1	Module 2
Garage rates	Approve	-	Configure	Recommend
On-street rates/hours	Coordinate	Approve	Configure	Advise
Street signs	Coordinate	Install	Specify content	-
Garage payment/LPR	Oversee	-	Operate	Coordinate access
Facility maintenance	Approve capital	-	Assigned technology	Perform
Security	Oversee	Emergency support	Provide interface	Perform
Performance data	Receive/audit	Receive as needed	Provide	Provide/analyze

DMA must receive granular, portable data for operations, reconciliation, audit, analysis, customer support, enforcement, reporting, and transition. Contractors must provide documented APIs or feeds where needed, non-proprietary exports, schemas, data dictionaries, report logic, and change notices. Access may not be restricted by unreasonable record-count, date-range, user, or export-frequency limits.

Appendix C. Transition, Acceptance, and Service Levels

The transition must protect customers, revenue, enforcement continuity, facility operations, and public-agency users. Proposers must provide a schedule that identifies workstreams, responsible parties, dependencies, decision dates, testing, cutover, fallback, stabilization, and acceptance evidence.

Milestone	Minimum Evidence
Design approval	Approved requirements, architecture, interfaces, staffing, and dependencies.
Configuration complete	Configured rates, roles, reports, channels, and interfaces.
Testing complete	Approved scripts, results, reconciled transactions, and defect log.
Training complete	Attendance, materials, user access, and competency evidence.
Go-live readiness	Cutover, rollback, staffing, support, communications, and approvals.
Final acceptance	Stable performance, completed deliverables, closed critical defects, and verified data access.

Service levels will state the measurement method, reporting period, exclusions, relief events, remedy, and repeated-failure threshold. Availability is measured only during required operating hours. Exclusions must be documented, time-bounded, and outside the contractor's reasonable control. Monthly reports must disclose incidents, exclusions, calculations, credits, root cause, and corrective action.