

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 93-1807  
EXEMPTION FROM COMPETITIVE )  
BIDDING PURSUANT TO METRO CODE )  
2.04.041 (b) TO ALLOW COMPETITIVE )  
PROPOSAL PROCESS AND FOR )  
AUTHORIZATION TO ISSUE THE ) Introduced by  
REQUEST FOR PROPOSAL FOR ) Regional Facilities Committee  
PARKING MANAGEMENT SERVICES FOR )  
THE METRO PARKING GARAGE )

WHEREAS, Metro staff have prepared the Request for Proposals (RFP) for Parking Management Services for the adjacent Metro Garage which is attached as Exhibit A and would result in a two year contract; and

WHEREAS, the RFP contains four evaluation criteria which are (a) cost; (b) experience with similar successful operations; (c) experience, training, and qualifications of personnel; (d) and methods for collecting, controlling, and accounting for revenues and expenses; and

WHEREAS, Metro code 2.041.041 (b) requires exemption from competitive bidding to procure such services using the RFP method thereby allowing selection based on other factors besides cost only ; and

WHEREAS, Metro code 2.04.033 (a) (1) requires prior Council approval for multi-year contracts; and

WHEREAS, it has been determined that parking management is a multi-faceted service operation and that the consideration of other criteria in addition to cost is appropriate;

NOW, THEREFORE BE IT RESOLVED, that the Metro Contract Review Board take the following action:

1. Exempts the RFP for Parking Management Services for the Metro Garage from competitive bidding requirements.
2. Authorizes the issuance of the attached RFP for Parking Management Services for the Metro Parking Garage, attached as Exhibit A.
3. Authorizes the Metro Executive Officer to enter into a two year contract which is within the proposed budget amount of \$68,089 and which is not materially altered from the RFP with the selected proposer.

ADOPTED by the Metro Contract Review Board this 27th day of May, 1993.


  
Judy Wyers  
Presiding Officer

EXHIBIT A

REQUEST FOR PROPOSALS  
for  
PARKING MANAGEMENT SERVICES  
for the  
METRO GRAND and IRVING PARKING GARAGE

INTRODUCTION

Metro is the regional government responsible for the management of the Metro Washington Park Zoo; St. Johns Landfill, Metro South Station, Metro Central Station; urban growth and transportation planning; Oregon Convention Center, Portland Center for the Performing Arts, Civic Stadium, and Memorial Coliseum.

Metro is soliciting written proposals from operators to provide Parking Management Services for the Metro Grand and Irving Parking Garage (Metro Garage). The required tasks are detailed in the attached Scope of Work.

PROPOSAL INFORMATION

Proposals will be received at the offices of the Metropolitan Service District, Regional Facilities Department, 600 Northeast Grand Avenue, Portland, Oregon 97232, to the attention of Ms. Berit Stevenson, Project Manager until 5:00 p.m. PDT, Friday, June ?, 1993. Proposals should be delivered to the Regional Facilities Department marked "Proposal - Parking Management - Metro Grand and Irving Parking Garage"

Each proposal must be submitted in the format described in this Request for Proposals.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from disclosure consistent with Oregon law.

Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion. physical handicap, political affiliation or marital status.

PROPOSAL INSTRUCTIONS

1. Deadline and Submission of Proposals

Five copies of the Proposal shall be furnished to Metro addressed to:

Ms. Berit Stevenson, Project Manager  
Regional Facilities Department  
Metropolitan Service District  
600 Grand Avenue  
Portland, OR 97232

and clearly marked "Proposal - Parking Management - Metro Grand and Irving Parking Garage."

Proposals will not be considered if received after 5:00 p.m. PDT Friday, June ????, 1993. Postmarks are not acceptable.

Proposers may withdraw their Proposal in person, or by written or telegraphic request prior to the scheduled closing time for submitting Proposals.

2. Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which the Proposals are to be based. Any information which is not addressed in this Request for Proposals will not be considered by Metro in evaluating the Proposal. All questions relating to the Request for Proposals should be addressed to Berit Stevenson, Project Manager. Any questions which in the opinion of Metro warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals.

3. General Proposal and Contract Conditions

Limitation and Award -- This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

4. Selection Committee

Metro will appoint a Selection Committee to review the Proposals received and, if interviews are deemed by the Selection Committee to be necessary, to interview Proposers. The Selection Committee will make a recommendation to the Metro Executive Officer regarding their selection at the conclusion of their deliberations. If interviews are deemed necessary, they will be scheduled at the Selection Committee's discretion.

5. Contract Type

Metro intends to award a two year Contract with the selected firm. A copy of the standard agreement form which the successful operator will be required to execute is attached as attachment A. Any qualifications or concerns with this Contract should be raised at the time of proposal submittal.

6. Validity Period and Authority

The Proposal shall be considered valid for a period of 60 days and shall contain a statement to that effect. The Proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the proposing firm during the period in which Metro is evaluating the Proposal.

7. Conflict of Interest

A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

8. Site Conditions

Proposers should determine for themselves all conditions and circumstances affecting management and operation of the Metro Garage and its cost by personal examination of the site, and by such other means as they may choose.

9. Award of Contract

Metro intends to award the Contract to the Proposer which, after considering the recommendation of the Selection Committee, Metro finds best fits the needs of Metro to provide Parking Management Services in accordance with the requirements set out in this Request for Proposals.

10. Appeals

The following procedure will apply to Proposers who wish to appeal a disqualification of Proposal or the award of the Contract:

Appeals should be addressed to the Metro Contracts Administrator, Procurement Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the

postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgement used in the evaluation by individual members of the Selection Committee is not grounds for appeal.

## EVALUATION CRITERIA

The proposals submitted will be evaluated using the following evaluation criteria and point system:

1.	Experience with similar successful parking operations	25	points
2.	Experience, training, and qualifications of personnel	20	points
3.	Fee proposal	35	points
4.	Method for collecting, controlling & accounting for revenues and expenses	20	points
	Total Possible Points		100

## PROPOSAL CONTENT

All Proposals must be submitted in the format described below. Submissions which do not address all items posed or are otherwise incomplete may be deemed nonresponsive and will not be considered as part of this competitive process.

Provide the following information:

1. Provide name, address of Proposer, date established, and description of Proposers background and relevant experience.
2. Describe the experience and credentials of the staff who would be assigned to perform the work for Metro. Resumes of individuals proposed for execution of this contract may be attached.
3. List the persons, firms and/or agencies with whom you currently have arrangements or agreements for the operation of public parking facilities. Include a list of locations, type and size of public parking facilities you currently operate.
4. Describe your methods for collecting, controlling and accounting for revenues and expenses.

5. Give a brief written explanation of your understanding of the effort needed to perform the requirements of the Contract, and why you should be considered to be the most qualified Proposer.
6. Indicate the compensation to be paid to Proposer by Metro for providing parking management services as specified herein. Compensation is for items specified in Paragraphs 3.4 and 3.5 of the RFP. Proposers shall itemize all costs eligible for reimbursement and detail how changes will be made and verified, i.e. hourly rate for labor, etc.. Also indicate lump sum for overhead and profit.

## Scope of Work

### 1.0 General

Contractor will have primary responsibility for the overall daily operations of the Metro Grand & Irving Garage (Metro Garage) which has a current parking capacity of 468 parking stalls on four levels. The Contractor will develop, with Metro's review and approval, the staffing plan, operating procedures, and other policies necessary to efficiently and effectively operate the Metro Garage. Contractor will meet with Metro representatives at least once a month to discuss the Metro Garage operations, the up-coming schedule for event parking and any other relevant topics. The Contractor shall note problems and opportunities for improvement and shall make those known to the Metro representative.

Contractor will manage, staff, maintain and operate the Metro Garage. This includes the collecting, depositing, and accurately accounting for the appropriate daily, monthly and after-hours/event parking fees due to Metro, implementing revenue control systems as appropriate, and performing any other operational and customer tasks as necessary and specified.

### 2.0 Specific Contractor's Tasks and Responsibilities

#### 2.1 Weekday Operations

Contractor will continue the current day - to - day operations of the Metro Garage which consist primarily of monthly contract parkers. In addition, to monthly contract parking which is currently on an unreserved basis, Metro has set aside 33 spaces reserved for visitor and daily employee parking. These 33 spaces are located on the first level of the Metro Garage and are used by Metro employees and visitors to the adjacent Metro Regional Center. The visitor spaces currently have a four hour parking limit. All other parking spaces are unreserved. The current parking rate is \$60 per month except for approximately 150 State of Oregon employees who pay \$56 per month through March 1997 due to an existing contractual arrangement. The most recent history indicate a leasing rate of over 100% as detailed below:

October 1992	108%
November 1992	108%
December 1992	110%
January 1993	112%
February 1993	108%
March 1993	109%

Contractor is not required to have an attendant on the premises continually for successful weekday operations. However, Contractor is required to provide adequate security to ensure a safe operation and adequate auditors to minimize unauthorized parking. Contractor shall provide and distribute all monthly passes and receipts for and used in the operation of the Garage.

## **2.2 After-hours/Event Operations**

Contractor will provide all necessary staffing, equipment, temporary signage and supervision to manage the after-hours operations of the Metro Garage. Currently, the after-hours operation consists primarily of over flow parking from the Oregon Convention Center. Gross revenues due to after-hours/event parking was \$10,081 for the 1992 calendar year. In the future, Metro expects additional after-hours/event parking in conjunction with the proposed Oregon Arena, both during construction and upon completion. Contractor will be required to submit a schedule for after-hours/event parking for Metro's review and approval; to staff appropriately all after-hours events; to collect and account for all proceeds received; and to provide necessary security. Contractor will maintain operations for any after hours/event parking as directed by Metro.

## **2.3 Staff**

Any on-site staff provided by Contractor shall maintain the highest degree and standard of courtesy and shall be pleasant, polite and helpful to customers and the public at all times. Staff shall be appropriately uniformed during all hours of operation. Training of staff is the responsibility of Contractor and shall be accomplished prior to performing duties at the Metro Garage. On-site staff shall expedite parking of vehicles in an orderly fashion, shall receive and account for parking fees from users, make change as appropriate, issue parking receipts and perform all other tasks necessary to maintain an efficient and effective parking operation.

## **2.4 Security**

Contractor shall provide necessary uniformed security personnel to maintain a safe and secure operation. Generally, security personnel shall prevent entry upon and occupancy of the Garage by individuals with no legitimate business and shall deter theft, vandalism, or other unlawful activities upon the premises by third parties, by summoning assistance from the law enforcement agencies or directly, excluding the use of unreasonable force, as appropriate and reasonable to the circumstances. Security personnel will also be responsible for patrolling the Garage at regular intervals and escorting customers to their vehicles if so requested. Contractor shall be responsible for filing an incident report with Metro within 24 hours after any security incident or violations in addition to the security report included in the monthly report. All Contractor provided security personnel shall cooperate with Metro's own security personnel and shall carry portable radio



equipment which shall be tuned to the same frequency as Metro Security and Holliday District Association Security.

## **2.5 Janitorial and General Cleaning**

Contractor shall be responsible for the janitorial requirements and general cleaning of the Metro Garage. At a minimum, trash pick-up shall occur weekly, sweeping shall occur monthly, and restripping shall occur annually. If circumstances require and Metro reasonable requests, additional sweeping, trash pick-up and restripping by Contractor may become necessary.

## **2.6 Maintenance of Records**

Contractor shall maintain in its local office the books, ledgers, journals, accounts and records wherein are kept all entries reflecting the gross revenues received from the operation of the Metro Garage. All such books and records shall be the property of Metro and shall be open for examination or audit by Metro or its designee during normal business hours. Contractor shall issue a check to Metro for monthly gross revenues.

## **2.7 Monthly Report**

Contractor is required to submit a monthly report which details parking activities for the preceding month. The report shall, at a minimum contain relevant financial information, including gross revenues received, occupancy report and security report.

## **2.8 Gross Revenue**

Gross revenue is defined as all revenue received by Contractor from parking fees, charges or any other service or Metro approved activities performed in conjunction with the operation of the Metro Garage and is the property of Metro. All gross revenue received by Contractor shall be deposited by Contractor on the day of its receipt by Contractor in a bank account designated by Metro. All gross revenues shall be paid to Metro on a monthly basis.

## **2.9 Termination**

The Contract may, at any time during the term specified, be terminated in the following situations:

- a) by mutual consent of the parties;
- b) by either Metro or Contractor for cause by giving five days' prior written notice of intent to terminate, without waiving any claims or remedies either may have. For the purposes of this section, "for cause" means any breach of the Contract provided that the party alleged to be in breach shall

have received written notice of the breach and has failed to remedy the deficiency within 10 days of the receipt of the notice;

c) by either Metro or Contractor without cause by giving the other party 60 days written notice of intent to terminate.

Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither part shall be liable for indirect or consequential damages arising from termination under this section.

## **2.10 Insurance**

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees and agents:

(i) Broad form comprehensive general liability insurance specifically covering garage keeper's legal liability. In addition, such insurance shall cover personal injury and property damage, with automatic coverage for premises, operations and product liability. The policy must be endorsed with contractual liability coverage; and

(ii) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

c. Metro, its elected officials, department employees, and agents shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employees working under this Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide Metro with certification of Workers' Compensation insurance including employer's liability.

## **2.11 Indemnification**

Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Contract.

## **3.0 Metro's Obligations**

3.1 Metro will pay certain expenses associated with the parking operations directly. Those expense are for electricity, water and sewage service, grounds maintenance (landscaping), elevator permit fee, any ad valorem taxes levied against the Metro Garage or any of the personal property owned by Metro and used in conjunction with the operations of the Metro Garage, as well as any special assessments levied against the Metro Garage for special improvements of special services. All other operating expenses are the responsibility of Contractor, except for expenses associated with capital improvement which are described in paragraph 3.2 below.

3.2 Metro will directly provide and pay for capital improvements through separate contracts to the Metro Garage which are deemed necessary and appropriate by Metro. For the purposes of this paragraph, capital improvements are defined as permanent signage, parking control devices such as gates, booths, barriers, ticket dispensers, coin boxes, and improvements to the structure such as elevators, railings, lighting, etc. The Metro Garage is currently undergoing a major renovation which includes seismic upgrades, exterior painting and landscaping, new railing and lighting, elevator upgrade and resurfacing of the top deck.

3.3 Metro will separately provide and pay for general repair and up-keep of the Metro Garage as Metro deems necessary to maintain the fully renovated facility in good condition.

3.4 Metro will reimburse Contractor monthly for expenses directly attributable to both daily contract and after-hours/event operations of the Metro Garage. For the purposes of this Contract, reimbursable expenses include labor (including all payroll taxes and benefits), temporary help, postage and delivery fees, printing and copying, supplies, parking lot sweeping, janitorial and restripping, temporary signs, and security.

3.5 Metro will compensate Contractor for parking management services rendered in the form of a fixed contract amount which covers Contractors overhead expenses and profit.

3.6 Both reimbursable expenses and the fixed contract amount shall be paid by Metro within 30 days of receipt of a monthly invoice submitted by Contractor. Such invoice shall itemize all reimbursable expenses and shall indicate the fixed contract amount. Metro may require additional back-up documentation for reimbursable expenses.

REVISED STAFF REPORT

Meeting Date: May 19, 1993

FOR THE PURPOSE OF AUTHORIZING EXEMPTION FROM COMPETITIVE BIDDING PURSUANT TO METRO CODE 2.04.041 (b) TO ALLOW COMPETITIVE PROPOSAL PROCESS AND FOR AUTHORIZATION TO ISSUE THE REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE METRO GARAGE WHICH WOULD RESULT IN A MULTI-YEAR CONTRACT

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Date: May 18, 1993

Presented by: Berit Stevenson

FACTUAL BACKGROUND AND ANALYSIS

As a part of the Metro Headquarters Project, Metro purchased the adjacent 470 space parking garage which has become known as the Metro Garage. Pacific Development Inc. has provided interim parking management services for Metro since the purchase of the Garage. Garage operations have continued uninterrupted and consist primarily of monthly contract parkers and secondarily of after-hours/event parking. Gross revenue for the calendar year 1992 from contract parking was \$266,714 and from after-hours/event parking was \$10,081. It is expected that the impending Oregon Arena Project will result in increased after-hours/event parking. Currently the Garage is leased at 110% for contract monthly parkers.

Metro staff have prepared the attached RFP for Parking Management Services for the Metro Garage. The resulting contract would have a two year term and would maintain similar parking operations (monthly contract parking and after-hours/event parking). The decision to issue a multi-year RFP as opposed to a RFB is based on the recognition that parking management is a multi-faceted service operation. Recent negative publicity regarding local parking operations highlight the necessity to include other evaluation criteria in addition to cost when selecting an operator. Those other evaluation criteria are (a) experience with similar successful parking operations; (b) experience, training, and qualifications of personnel; and (c) methods for collecting, controlling and accounting for revenues and expenses. The selection of a firm who not only provides the required services at a competitive cost but also provides quality service to both Metro and the parking clients of the garage is a necessary goal of this RFP process.

The Metro Code, at Section 2.04.033 (a) (1), requires prior approval for execution of a multi-year contracts and, at Section 2.04.041 (b), requires exemption from the competitive RFB process by the Metro Contract Review Board.

To date, four parking management firms have expressed an interest in the RFP and will receive such RFP upon issuance. These are City Center Parking, Ace Parking Management Inc., Pacific Development Inc., and Rose City/Diamond Parking. The

RFP will be advertised in local trade journals and minority newspapers in accordance with Metro procurement practices.

It is expected that the selection process could be complete and a new contract established by July 15, 1993.

BUDGET IMPACT

The proposed FY 1993-94 Metro Budget anticipates annual revenues of \$340,225; \$97,512 in expenses are budgeted of which \$68,090 are for management services.

RECOMMENDATION

Metro staff recommend issuance of the attached RFP for Parking Management Service for the adjacent Metro Garage.

## REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 93-1807 AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING TO ALLOW A COMPETITIVE PROPOSAL PROCESS; AND AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR PARKING MANAGEMENT SERVICES AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT SUBJECT TO CONDITIONS

Date: May 25, 1993

Presented By: Councilor Hansen

**COMMITTEE RECOMMENDATION:** At its May 19, 1993 meeting the Committee vote unanimously to recommend introduction and filing of the resolution with the Clerk and Council adoption of Resolution No. 93-1807. All Committee members were present and voting.

**COMMITTEE DISCUSSION/ISSUES:** Ms. Berit Stevenson, Project Manager, presented the Staff Report. She pointed out that the resolution was in draft form because the Committee needs to introduce it if it agrees with the process to be followed. The purpose of the resolution is to exempt the procurement from the competitive bidding process of the Metro Code and to authorize the release of the RFP for response by potential providers of parking management services. In regard to the selection process Ms. Stevenson suggested a selection committee made up of several internal Metro staff people; a Metro Councilor and a person knowledgeable of parking matters out side of Metro. Council Staff pointed out that the resolution also authorizes the Executive Officer to execute a contract with the successful proposer if the contract did not exceed \$68,089 and the Scope of Work is materially the same as the Scope of Work in the RFP. Ms. Stevenson pointed out that the amount shown in the draft resolution was for one year only and the contract will be for two years.

Based on questions and comments from Committee members the Committee made the following changes to the draft resolution:

- 1) the title was changed to include the reference to authorizing the Executive Officer to execute a contract subject to conditions;
- 2) the maximum contract amount in the resolution was changed to \$136,178;
- 3) the evaluation criteria in the RFP was changed to place more weight on the cost of the services to be provided and less on the experience factors.

Other comments from councilors regarding the procurement process included: a suggestion that the selection committee visit parking operation sites; and a statement emphasizing that the process be fair and open.

Chair McFarland designated Councilor Gardner as the councilor to serve on the selection committee and announced that the Committee will review the selection prior to the award of the contract.