

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE )  
ISSUANCE OF A REQUEST FOR PROPOSALS )  
FOR PARKING MANAGEMENT SERVICE )  
FOR THE GRAND AND IRVING PARKING )  
GARAGE )

RESOLUTION NO. 98-2693-A

Introduced by Mike Burton  
Executive Officer

WHEREAS, Metro has operated the Grand and Irving Parking Garage by contracting for professional parking management services since the parking garage was purchased in December 1991; and

WHEREAS, the current contract for such services is scheduled to terminate on October 31, 1998; and

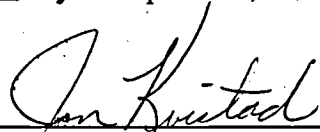
WHEREAS, Metro staff have prepared a Request for Proposals (RFP), attached as Exhibit A, for the purpose of soliciting parking management proposals from qualified firms; and

WHEREAS, the resulting contract has been identified as a "significant impact" contract in the FY 1998-99 budget which needs Metro Contract Review Board approval prior to its issuance; now therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board authorizes issuance of the RFP for Parking Management Services for the Grand & Irving Parking Garage which is attached as Exhibit A.
2. Metro Contract Review Board authorizes the Metro Executive Officer to enter into a contract with the selected Proposer in a form which is substantially similar to that which is included in the RFP.

ADOPTED by the Metro Contract Review Board this 17th day of September, 1998.

  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
Daniel B. Cooper, General Counsel

ATTEST

  
Recording Secretary

**EXHIBIT A**

**REQUEST FOR PROPOSALS  
for  
PARKING MANAGEMENT SERVICES  
for  
METRO'S GRAND AND IRVING PARKING GARAGE**

**ISSUED:** September 21, 1998  
**DUE:** October 9, 1998 - 3:00 p.m.  
**CONTACT:** Berit Stevenson  
Metro - Administrative Services  
(503) 797-1722

**REQUEST FOR PROPOSALS**  
for  
**PARKING MANAGEMENT SERVICES**  
for  
**METRO'S GRAND AND IRVING PARKING GARAGE**

**INTRODUCTION**

Metro is soliciting written Proposals from qualified operators to provide **Parking Management Services** for its Grand & Irving Parking Garage (Garage). Metro requires parking management services that are of the highest quality. A Contractor is sought who can reliably provide consistent and cost effective services which meet standards that are beneficial to Metro, its employees, visitors and customers. The tasks necessary to perform the work are described in the section titled Scope of Work. Any questions concerning this Request for Proposals (RFP) should be addressed to Berit Stevenson, Metro's Administrative Services Department at (503) 797-1722.

**GENERAL PROPOSAL INFORMATION**

Proposals will be received at the offices of Metro, Administrative Services Department, 600 Northeast Grand Avenue, Portland, Oregon 97232, to the attention of Berit Stevenson, until 3:00 p.m., October 9, 1998. Proposals should be delivered to the Administrative Services Department clearly marked "Proposal - Parking Management - Grand & Irving Parking Garage."

Each proposal must be submitted in the format described in this RFP.

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 and subcontractors, if any, will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation, or marital status.

**PROPOSAL INSTRUCTIONS**

1. **Deadline and Submission of Proposals**

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

Metro Administrative Services Department  
600 Northeast Grand Avenue  
Portland, OR 97232  
Attn: Berit Stevenson

and clearly marked "Proposal - Parking Management - Grand & Irving Parking Garage"

Proposals will not be considered if received after **3:00 p.m., October 9, 1998**. Postmarks are not acceptable. Proposals received after that time will be returned unopened.

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

2. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Proposer in: (1) preparing its proposal in response to the RFP; (2) submitting that proposal to Metro; (3) negotiating with Metro any matter related to this proposal; and (4) any other expenses incurred by the Proposer prior to the date of execution, if any, of the proposed contract.

Metro shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposals. Proposers shall not include any such expenses as part of their Proposals.

3. Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning the information upon which the Proposals are to be based. Any information provided by Proposers which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to the RFP should be addressed to: Berit Stevenson, Metro, Administrative Services, (503) 797-1722. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after **3:00 p.m., October 5, 1998**.

4. Site Conditions

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

5. 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 Metro regarding its selection at the conclusion of its deliberations. If interviews are deemed necessary, they will be scheduled at the Selection Committee's discretion.

6. 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 RFP.

## **PROPOSAL CONTENTS**

The Proposal should contain not more than the equivalent of twenty (20) single-sided pages of written material (excluding resumes, brochures, and sample reports which may be included in an appendix), describing the ability of the Proposer to perform the work requested. Contents of the Proposal should be as follows:

### PART 1 - Introduction of the Proposer

1. Include an introduction of all members of a joint venture if a joint venture relationship is involved, and/or and introduction of all major subcontractors who may be involved in the performance of the work. For each firm described herein discuss primary business experience, the firm(s) overall mission statement, length of time in business, ownership, the location of office (both corporate and offices through which most contract work will be performed), pertinent telephone numbers and other matters Proposers might deem pertinent and introductory in nature.

### PART 2 - Qualifications of the Firm/Experience

- 1.. Briefly describe how you meet the minimum qualifications (one page or less). To be minimally qualified, the Proposer must:
  - a. Be a commercial enterprise engaged in the business of operating parking facilities continuously for not less than four years prior to this submittal.
  - b. Have had parking facility operating expenses of at least \$200,000 (\$50,000 / year) throughout that four year period of parking business.

- c. Have or will establish a local business office in the Portland metropolitan area.
  - d. Designated Project Manager will be based in the Portland metropolitan area.
2. Describe in detail your experience in the operation of a parking business. Include at least the type of parking, type of facility, years in business, number of contracts currently held, duration of those contracts, management information system, number of employees, annual budget and gross revenue (two pages or less).
3. For at least two contracts most demonstrative of your abilities to manage the operations at the Garage, provide the following information for each:
- a. Description of operation.
  - b. Name and phone number of your company's resident manager.
  - c. Name and phone number of owner's official representative.
  - d. Length of current contract.
  - e. Years your company has managed this contract.
  - f. Current number of parking spaces.
  - g. Current fiscal year budget.
  - h. Percentage increase/decrease in average daily ticket sales under your management.
  - i. Hours and days of operation.
  - j. Number of on-site employees at the end of 1997 and number of employees who quit or were terminated during 1997.
4. Describe the internal accounting system you use to track and report expenses. Show how you ensure extremely high accuracy in reporting expenses and give examples of methods you use to keep costs within approved budget parameters.
5. Describe the internal accounting system you use to assure efficient and accurate revenue control, particularly, in operations where multiple rate systems and validation programs are in place as well as situations requiring "pre-charge," event operations.
6. Provide a description of your customer (public) relations policy, including cultural diversity, and describe how it is being implemented in your operations. What on-going programs do you have in place that ensure that your employees treat all customers fairly, courteously, and with respect?
7. Provide the individual names, addresses, and telephone numbers of at least three business references (do not include Metro).

### PART 3 - Qualifications of Staff

1. Provide resumes of the proposed project manager and other management employees responsible for execution of the duties and responsibilities of this contract. Describe their relevant experience with systems of this type. Include project manager's tenure at current assignment and in the industry.
2. What percentage of his or her time would the project manager have available to devote to the operation of the Garage parking facility. What is the reasoning underlying the proposed time allocation?
3. Describe your employee development and support program(s) currently utilized, including those utilized for your managers and supervisors. Show how you ensure that they have a good understanding of their facilities, customers, and company policies.

### PART 4 - Technical Proposal

1. Provide sample copies of the monthly financial and operational reports you would submit to Metro, including at least an operations summary (i.e., daily report summarizing sales by rate category, validations, voids, events, and special rates). Also, provide sample copies of expense reports that would be submitted to Metro.
2. Describe how you propose to manage the operation at the Garage parking facility. That discussion should include but not be limited to the following:
  - a. How you will ensure that enough employees, trained in the requirements of this facility, are always available.
  - b. Describe your conception of an attendant's typical operating day, allocating time to ensure that required services (set-up, operations, shut-down or shift transition, and daily reporting) are performed adequately and effectively.
  - c. Given the diversity of operating responsibilities (i.e., standard attendant activity, events, validations, evening/weekend service) describe the types of daily operational problems you anticipate, and how you would handle them.
  - d. Describe your supervisory capabilities for all times the attendant's supervisor is not on site.
  - e. Are there any portions of the work that you would sub-contract? Describe your reasoning for doing so and whom it would be.
  - f. Your recommendations on how to assure an effective, efficient, and customer-friendly operation at the Washington Park parking facility.

## **PART 5 - Budget**

Submit a proposed revenue and expense budget covering the first year of operations. The budget should include projected revenues broken out by type and proposed contract compensation to be paid to Proposer. Proposers may base their Budget estimates on the Garage's past experience which is detailed in Attachment B of this RFP.

[NOTE: Information derived from this section of the Proposer's submittal shall form the basis for establishing a first year operating budget to be included in the operating contract should contract award be made to Proposer.]

## **PART 6 - Compensation and Reimbursable Expenses**

### **Compensation**

Indicate the compensation to be paid to the Proposer for providing parking management services specified herein. Proposers may propose either a fixed monthly management fee or a composite management fee containing both a fixed fee component and an incentive fee component.

Fixed fee components in all proposals must cover all operating costs actually incurred, including but not limited to the cost of all operating personnel (including payroll taxes, benefits and uniforms); the cost of temporary help; the cost of parking lot sweeping; the cost of parking lot restriping; the cost of accounting services for preparing a monthly report; the cost of all insurance premiums; the cost of on-site equipment (including telephone equipment and temporary signage) and the cost of the Project Manager's vehicle mileage.

In order to comply with requirements of the Internal Revenue Service, composite fee proposals must also meet the following requirements:

- (1) At least 50 percent of the compensation in composite fee proposals must consist of a periodic fixed fee, which may contain automatic increases under an appropriate Consumer Price Index;
- (2) Incentive fees in a composite fee proposal may be based upon gross revenues; and
- (3) Incentive fees in a composite fee proposal may not exceed the fixed fee during each contract year.



All Proposals will be reviewed for compliance with the requirements of Internal Revenue Service Revenue Procedure 97-13. Metro reserves right to negotiate with any proposer in order to cause a proposal to comply with applicable IRS requirements.

### **Reimbursable expenses**

Metro will reimburse the Proposer for unrelated third party costs and for actual and direct expenses paid to unrelated third parties, including but not limited to janitorial services, equipment rental from unrelated third parties.

### **PART 7 - Exceptions and Comments**

To facilitate evaluation of Proposals, Metro suggests that all Proposers adhere to the format outlined in this RFP. Proposers wishing to take exception to, or comment on any specified criteria within this RFP, including the Personal Services Agreement, are encouraged to document their concerns in this part of the Proposal. Exceptions or comments should be succinct, thorough, and organized.

## **GENERAL PROPOSAL AND CONTRACT CONDITIONS**

### **1. Limitation and Award**

This RFP 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 amend or cancel all or part of this RFP.

### **2. Contract Type**

Metro intends to award a three-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.

### **3. 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 evaluation period.

4. 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.

5. Appeals

The Notice of Conditional Award identifying the selected Proposer will be mailed to all Proposers at such time as Metro makes a conditional award of the contract. Appeals of this conditional award should be addressed to Metro, c/o Metro Contracts Administrator, Administrative Services Department, 600 NE Grand Avenue, Portland, Oregon, 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Conditional Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee is not grounds for appeal. Metro shall evaluate the appeal and determine either to accept or reject such appeal. The decision of Metro shall be final.

## EVALUATION OF PROPOSALS

1. Evaluation Procedure

Proposals received that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the evaluation criteria identified in the following section, and performed by a Selection Committee appointed by Metro. After review of the written Proposals, the Selection Committee may determine, at its sole discretion, to conduct interviews with one or more of the Proposers. In addition, the Selection Committee may request clarifying information of any Proposer during the evaluation process.

2. Evaluation Criteria

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

A.	Qualifications of the Firm/Experience	25 points
B.	Qualifications of Staff (assigned to contract)	10 points
C.	Technical Proposal - Operating Approach	20 points
D.	Technical Proposal - Financial Management	25 points
E.	Management Fee Cost	<u>20 points</u>

Total Possible Points

100

## **SCHEDULE**

The following schedule has been established for this RFP:

RFP issued	September 21, 1998
Proposals due	October 9, 1998 - 3:00 pm
Proposer interviews, if required	October 12 thru 16, 1998
Proposer selected	By October 19, 1998
Contract executed/contract commencement	By October 31, 1998

## EXISTING CONDITIONS

### 1. General

The following Section describes the current operational and management situation of the Garage. Proposers should review such existing conditions and the proposed operating plan, and are encouraged to submit Proposals which, in Proposer's opinion, will meet the goals established by Metro:

- to operate the Garage in an efficient manner and to provide excellent service to all authorized users
- to provide sufficient revenues for costs and debt service related to the parking operations

### 2. Facility Overview

The Metro Garage is a four level structure which contains approximately 486 parking stalls, including seven (7) ADA spaces. There are 8 bike racks also located on the first level. The lower two levels are not interconnected and have single (but separate) access points located along Irving Street. The upper two levels are interconnected and have shared single access points along 7th Avenue. There are no booths or gates currently in use. An automated ticket dispenser, which accepts both coins and bills is located at the entrance for the upper two levels. This equipment issues a receipt upon payment and is under lease through October, 1998. During 1993, the Metro Garage underwent major renovation which included new interior lighting, railings permanent signage, seismic upgrades, exterior painting, refurbishing of the elevator and re-surfacing of the upper deck.

### 3. Daily Operations

Currently, daily operations consist primarily of monthly contract parking, daily parking, and Metro visitors parking. The first level is currently attended from 7:00 a.m. to 11:00 a.m., Monday through Friday. The number of monthly contract parkers averages 410 per month, which includes approximately 150 State of Oregon employees who park on the two upper levels.

Daily parkers are accommodated in two manners. First, daily parkers using the automated ticket dispensing machine pay \$4.00 per day and self park on the 3rd and 4th levels. In addition, daily parkers can park on the attended 1st level and pay an hourly rate of \$1 with a daily maximum of \$4.00. After 11:00 a.m., when the first level becomes unattended, parkers park at no charge except for Metro employees who have been directed to purchase a daily parking ticket at the rate of \$4.00 from the main reception / security desk in the main lobby at the adjacent Metro Regional Center. This ticket must be displayed in the parker's vehicle.

This method is most often utilized by Metro employees and Metro visitors who park on the first level of the garage.

Metro provides validation to Metro visitors grants free parking. Validation stickers are currently placed on the parking ticket from the Metro reception/security desk .

4. Event Parking

In addition to daily operations, the Metro Garage is utilized for event parking primarily during the evening hours and on weekends. Event parking occurs typically as overflow parking from the nearby Oregon Convention Center; the Rose Festival also has generated some event parking demand. Currently, attendants are assigned to the garage who collect the parking fee (typically \$4.00) as patrons enter. Flaggers and temporary signage are also situated at certain strategic locations to attract and direct parkers to the garage.

5. Past Performance

Approximate gross revenues were generated by the Metro Garage from November 1996 through July 1998 per the Trend Statement, which is attached hereto as Attachment B.

## **SCOPE OF WORK**

1. General

Contractor will have primary responsibility for the operations (daily and event) of the Garage. The Contractor will develop operating procedures and other policies necessary to efficiently and effectively operate the Garage. All procedures and policies are subject to Metro's approval. Contractor will meet with Metro's contract manager at least once a month to discuss the Garage operations, staffing levels, the upcoming schedule for event parking, and any other relevant topics. The Contractor shall note problems and opportunities for improvement and shall make those known to Metro's contract manager. Contractor will manage, staff, maintain, and operate the Garage. This includes the collecting, depositing, and accurately accounting for all parking fees collected, implementing revenue control systems as appropriate, preparing and submitting monthly revenue and expense reports to Metro, and performing any other operational and customer tasks as necessary and specified.

2. 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 Garage. On-site staff shall expedite parking and exiting 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.

3. Security

Metro will be primarily responsible for providing security services for the Garage. Metro expects to continue bike patrols performed by the Lloyd District Safety Group. These bike patrols occur Monday through Friday except for holidays, between the hours of 8 a.m. - 5 p.m. at a frequency of two patrols per hour. Apart from these hours and on weekends the Garage is patrolled by regular car patrols. Contractor shall coordinate with Metro's contract manager to establish the necessary coordination with Metro security operations.

4. Lot Auditing

Contractor shall provide lot auditor(s) to prevent unauthorized parking at the Garage. Lot Auditor(s) will verify daily cash receipts, parking tickets, and expenses, and will issue appropriate notice to unauthorized parkers. Contractor shall coordinate efforts with Metro Security Staff.

5. Janitorial and General Cleaning

Contractor shall be responsible for the janitorial requirements and general cleaning of the Garage, including stair wells. At a minimum, trash pickup shall occur weekly and sweeping shall occur monthly. Restriping will occur as directed by Metro's contract manager.

6. Validation Program

Metro has developed a validation program to be used at the Garage which is utilized primarily by Metro visitors. Contractor shall administer this program as established. Specifically, Contractor shall accept validations at the attendant's station, maintain adequate records and data related to validations, provide all accounting, billing, and collections services for such program, and report as required.

7. Maintenance of Records

Contractor shall maintain in its local office the books, ledgers, journals, reports, accounts, and records wherein are kept all entries reflecting the gross revenues received and the expenses incurred from the operation of the 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. All such books and records shall be retained for a minimum of 3 years.

8. Daily and Monthly Reports

Contractor is required to submit daily and monthly reports which details parking activities for each operating day and summarizes for the preceding month. Contractor shall meet with Metro's contract manager prior to commencing operations to review and determine the specific information and data to be included in these monthly reports. The report shall, at a minimum, contain relevant financial and usage information, including daily gross cash revenues received, broken out by rate category type and/or length of stay, validations, voided tickets, events/special rates, expenses incurred, occupancy report, and incident report (including complaints). Daily reports, with corresponding tickets, shall be submitted not later than 48 hours after closing the daily books for an operating day. The monthly summary report shall be submitted not later than the 15th of the month for the preceding month.

9. Money Management and Accountability

Gross revenue is defined as all revenue received by Contractor from parking fees, charges or any other service or other Metro-approved activities performed in conjunction with the operation of the Garage and is the property of Metro. Contractor shall account for and remit to Metro gross revenues on a monthly basis. All funds collected or received shall be deposited within 24 hours of receipt to either a bank account specified by Metro or a client's trust account. Metro, at its sole discretion, shall determine which method to utilize. Contractor shall include copies of all bank account records (deposit slips, monthly statement, cashed checks) with the monthly report. Contractor shall also submit monthly an A/R aging report.

10. Miscellaneous

- Contractor and Contractor's employees shall at all times exercise good judgment and care when operating or handling any equipment or property belonging to Metro. Contractor shall promptly notify Metro's contract manager when such equipment or property is in need of repair or maintenance.

- In addition to the insurance requirements detailed in the Personal Services Agreement, Contractor shall provide at Contractor's expense Garage Keepers Insurance covering the Garage operation.
- No more than two hundred ten (210) parking spaces in the Metro Garage may be leased at any time for "private activity parking," which for the purposes of this Agreement shall mean parking spaces leased to any branch, agency, or department of the federal government and any parking spaces leased to a private employer, but does not mean parking spaces leased directly to employees of any such entities.

## 11. Metro's Obligations

- 11.1 Metro will pay directly certain expenses associated with the parking operation. Those expenses are for electricity, water and sewage service, grounds and equipment maintenance, any ad valorem taxes levied against the Garage or any of the personal property owned by Metro and used in conjunction with the operations of the Garage, as well as any special assessments levied against the Garage for special improvements of special services. In addition, Metro will directly provide and pay for capital improvements through separate contracts 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, permanent barriers, ticket dispensers, coin boxes, parking meters, and improvements to the Garage such as lighting and landscaping.
- 11.2 Metro will separately provide and pay for general repair and upkeep of the Garage as Metro deems necessary to maintain the facility in good condition.
- 11.3 Metro will compensate Contractor for parking management services rendered on a monthly basis upon submission of a satisfactory invoice detailing such compensation due.

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## ATTACHMENTS

ATTACHMENT A  
ATTACHMENT B

Personal Services Agreement  
Trend Statement

Project \_\_\_\_\_

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, whose address is 600 N.E. Grand Ave, Portland, OR 97232, and \_\_\_\_\_, located at \_\_\_\_\_, referred to herein as Contractor.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration This personal services AGREEMENT shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment The Committee shall pay Contractor for services performed in the manner outlined in the Scope of Work.
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. The Committee, Metro, City of Portland, World Forestry Center, their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to the Committee 30 days prior to the change or cancellation.
  - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation

coverage for all their subject workers. Contractor shall provide the Committee with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to the Committee a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. Contractor shall provide the Committee with a certificate of insurance complying with this article and naming the Committee as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold the Committee, Metro, City of Portland, World Forestry Center their 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 its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by the Committee and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow the Committee the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after the Committee makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of the Committee, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to the Committee all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with the Committee, informing the Committee of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of the Committee.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of the Committee. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out

this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to the Committee.

10. Right to Withhold Payments. The Committee shall have the right to withhold from payments due to Contractor such sums as necessary, in the Committee's sole opinion, to protect the Committee against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, the Committee may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by the Committee of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Tax I.D. No. \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B

[illegible]

**REGIONAL FACILITIES COMMITTEE REPORT**

**CONSIDERATION OF RESOLUTION NO. 98-2693A, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE GRAND AND IRVING PARKING GARAGE.**

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**Date:** September 9, 1998

**Presented by:** Councilor McCaig

**Committee Action:** At its September 9, 1998 meeting, the Regional Committee voted 3-0 to recommend Council adoption of Resolution No. 98-2693A. Voting in favor: Councilors McCaig, Monroe and McFarland.

**Council Issues/Discussion:** Metro is seeking parking management services for its Grand and Irving parking structure. The current contract expires October 31, 1998. The new contract will be operative for a three year period, which makes it a "significant impact" contract, requiring Council approval. The services requested are approximately the same as those currently being performed.

A representative of Rose City Parking appeared before the committee and requested that the minimum qualifications regarding years of operation, and cumulative operating expenses be relaxed, in the interest of generating more competition. The committee agreed to lower the requirement for years in (the parking facility management) business from five to four, and cumulative operating expenses from \$250,000 to \$200,000; and so amended the RFP by a 3-0 vote.

The committee then unanimously approved the resolution.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 98-2693 FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE GRAND AND IRVING PARKING GARAGE

Meeting Date: September 9, 1998

Presented By: Berit Stevenson

#### **PROPOSED ACTION**

Resolution No. 98-2693 requests Metro Contract Review Board authorization for the issuance of the Request for Proposals for Parking Management Services for the Grand and Irving Parking Garage.

#### **BACKGROUND AND ANALYSIS**

Since its purchase in December 1991, Metro has operated the adjacent Grand and Irving Parking Garage utilizing the services of a contracted parking management firm. The current contract for these services terminates on October 31 1998. Metro staff have prepared a Request for Proposals (RFP), attached as Exhibit A, to solicit proposals from qualified contractors to continue these services.

The RFP is similar to the one issued previously for the Grand and Irving Parking Garage. It indicates that the resulting contract would have a three year term. Proposers are free to propose either a monthly fixed management fee or an incentive management fee which would be based on a percentage of the gross receipts.

The Parking Garage has improved financial performance substantially in the last three years. The following chart indicates parking fee revenues in the last several fiscal years:

FY 1993-94	FY 1994-95	FY 1995-96	FY 1996-97	FY 1997-98	FY 1998-99 <sup>1</sup>
\$263,616	\$200,074	\$203,216	\$362,050	\$373,773	\$368,372

Notwithstanding this increase in parking revenues, the parking garage has required a subsidy in the past. The amount of the subsidy was \$38,000 in FY 1997-98 and is budgeted for \$40,000 in 1998-99.

The proposed contract for parking management services is listed as a "significant impact" contract in the FY 1998-99 budget and therefore must receive Metro Contract Review Board approval prior to the issuance of the RFP.

#### **FISCAL IMPACT**

The FY 1998-99 budget includes \$54,200 in the Contracted Professional Services line item in the Parking Structure component of the Building Management Fund. It is anticipated that \$36,000 to \$40,000 of this amount will be paid to the parking management firm.

#### **EXECUTIVE OFFICER RECOMMENDATION**

The Executive Officer recommends adoption of Resolution No. 98-2693.

<sup>1</sup> This figure is from the adopted FY 1998-99 Budget.



BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE  
ISSUANCE OF A REQUEST FOR PROPOSALS  
FOR PARKING MANAGEMENT SERVICE  
FOR THE GRAND AND IRVING PARKING  
GARAGE

) RESOLUTION NO. 98-2693

) Introduced by Mike Burton  
) Executive Officer  
)

WHEREAS, Metro has operated the Grand and Irving Parking Garage by contracting for professional parking management services since the parking garage was purchased in December 1991; and

WHEREAS, the current contract for such services is scheduled to terminate on October 31, 1998; and

WHEREAS, Metro staff have prepared a Request for Proposals (RFP), attached as Exhibit A, for the purpose of soliciting parking management proposals from qualified firms; and

WHEREAS, the resulting contract has been identified as a "significant impact" contract in the FY 1998-99 budget which needs Metro Contract Review Board approval prior to its issuance; now therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board authorizes issuance of the RFP for Parking Management Services for the Grand & Irving Parking Garage which is attached as Exhibit A.
2. Metro Contract Review Board authorizes the Metro Executive Officer to enter into a contract with the selected Proposer in a form which is substantially similar to that which is included in the RFP.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of September, 1998.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**REQUEST FOR PROPOSALS  
for  
PARKING MANAGEMENT SERVICES  
for  
METRO'S GRAND AND IRVING PARKING GARAGE**

**ISSUED:** September 21, 1998  
**DUE:** October 9, 1998 - 3:00 p.m.  
**CONTACT:** Berit Stevenson  
Metro - Administrative Services  
(503) 797-1722

**REQUEST FOR PROPOSALS**  
for  
**PARKING MANAGEMENT SERVICES**  
for  
**METRO'S GRAND AND IRVING PARKING GARAGE**

## **INTRODUCTION**

Metro is soliciting written Proposals from qualified operators to provide **Parking Management Services** for its Grand & Irving Parking Garage (Garage). Metro requires parking management services that are of the highest quality. A Contractor is sought who can reliably provide consistent and cost effective services which meet standards that are beneficial to Metro, its employees, visitors and customers. The tasks necessary to perform the work are described in the section titled Scope of Work. Any questions concerning this Request for Proposals (RFP) should be addressed to Berit Stevenson, Metro's Administrative Services Department at (503) 797-1722.

## **GENERAL PROPOSAL INFORMATION**

Proposals will be received at the offices of Metro, Administrative Services Department, 600 Northeast Grand Avenue, Portland, Oregon 97232, to the attention of Berit Stevenson, until 3:00 p.m., October 9, 1998. Proposals should be delivered to the Administrative Services Department clearly marked "Proposal - Parking Management - Grand & Irving Parking Garage."

Each proposal must be submitted in the format described in this RFP.

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 and subcontractors, if any, will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation, or marital status.

## **PROPOSAL INSTRUCTIONS**

### **1. Deadline and Submission of Proposals**

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

Metro Administrative Services Department  
600 Northeast Grand Avenue  
Portland, OR 97232  
Attn: Berit Stevenson

and clearly marked "Proposal - Parking Management - Grand & Irving Parking Garage"

Proposals will not be considered if received after **3:00 p.m., October 9, 1998.** Postmarks are not acceptable. Proposals received after that time will be returned unopened.

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

2. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Proposer in: (1) preparing its proposal in response to the RFP; (2) submitting that proposal to Metro; (3) negotiating with Metro any matter related to this proposal; and (4) any other expenses incurred by the Proposer prior to the date of execution, if any, of the proposed contract.

Metro shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposals. Proposers shall not include any such expenses as part of their Proposals.

3. Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning the information upon which the Proposals are to be based. Any information provided by Proposers which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to the RFP should be addressed to: Berit Stevenson, Metro, Administrative Services, (503) 797-1722. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after **3:00 p.m., October 5, 1998.**

4. Site Conditions

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

5. 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 Metro regarding its selection at the conclusion of its deliberations. If interviews are deemed necessary, they will be scheduled at the Selection Committee's discretion.

6. 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 RFP.

## **PROPOSAL CONTENTS**

The Proposal should contain not more than the equivalent of twenty (20) single-sided pages of written material (excluding resumes, brochures, and sample reports which may be included in an appendix), describing the ability of the Proposer to perform the work requested. Contents of the Proposal should be as follows:

### **PART 1 - Introduction of the Proposer**

1. Include an introduction of all members of a joint venture if a joint venture relationship is involved, and/or and introduction of all major subcontractors who may be involved in the performance of the work. For each firm described herein discuss primary business experience, the firm(s) overall mission statement, length of time in business, ownership, the location of office (both corporate and offices through which most contract work will be performed), pertinent telephone numbers and other matters Proposers might deem pertinent and introductory in nature.

### **PART 2 - Qualifications of the Firm/Experience**

1. Briefly describe how you meet the minimum qualifications (one page or less). To be minimally qualified, the Proposer must:
  - a. Be a commercial enterprise engaged in the business of operating parking facilities continuously for not less than five years prior to this submittal.
  - b. Have had parking facility operating expenses of at least \$250,000 throughout that five year period of parking business.

- c. Have or will establish a local business office in the Portland metropolitan area.
  - d. Designated Project Manager will be based in the Portland metropolitan area.
2. Describe in detail your experience in the operation of a parking business. Include at least the type of parking, type of facility, years in business, number of contracts currently held, duration of those contracts, management information system, number of employees, annual budget and gross revenue (two pages or less).
3. For at least two contracts most demonstrative of your abilities to manage the operations at the Garage, provide the following information for each:
- a. Description of operation.
  - b. Name and phone number of your company's resident manager.
  - c. Name and phone number of owner's official representative.
  - d. Length of current contract.
  - e. Years your company has managed this contract.
  - f. Current number of parking spaces.
  - g. Current fiscal year budget.
  - h. Percentage increase/decrease in average daily ticket sales under your management.
  - i. Hours and days of operation.
  - j. Number of on-site employees at the end of 1997 and number of employees who quit or were terminated during 1997.
4. Describe the internal accounting system you use to track and report expenses. Show how you ensure extremely high accuracy in reporting expenses and give examples of methods you use to keep costs within approved budget parameters.
5. Describe the internal accounting system you use to assure efficient and accurate revenue control, particularly, in operations where multiple rate systems and validation programs are in place as well as situations requiring "pre-charge," event operations.
6. Provide a description of your customer (public) relations policy, including cultural diversity, and describe how it is being implemented in your operations. What on-going programs do you have in place that ensure that your employees treat all customers fairly, courteously, and with respect?
7. Provide the individual names, addresses, and telephone numbers of at least three business references (do not include Metro).

### PART 3 - Qualifications of Staff

1. Provide resumes of the proposed project manager and other management employees responsible for execution of the duties and responsibilities of this contract. Describe their relevant experience with systems of this type. Include project manager's tenure at current assignment and in the industry.
2. What percentage of his or her time would the project manager have available to devote to the operation of the Garage parking facility. What is the reasoning underlying the proposed time allocation?
3. Describe your employee development and support program(s) currently utilized, including those utilized for your managers and supervisors. Show how you ensure that they have a good understanding of their facilities, customers, and company policies.

### PART 4 - Technical Proposal

1. Provide sample copies of the monthly financial and operational reports you would submit to Metro, including at least an operations summary (i.e., daily report summarizing sales by rate category, validations, voids, events, and special rates). Also, provide sample copies of expense reports that would be submitted to Metro.
2. Describe how you propose to manage the operation at the Garage parking facility. That discussion should include but not be limited to the following:
  - a. How you will ensure that enough employees, trained in the requirements of this facility, are always available.
  - b. Describe your conception of an attendant's typical operating day, allocating time to ensure that required services (set-up, operations, shut-down or shift transition, and daily reporting) are performed adequately and effectively.
  - c. Given the diversity of operating responsibilities (i.e., standard attendant activity, events, validations, evening/weekend service) describe the types of daily operational problems you anticipate, and how you would handle them.
  - d. Describe your supervisory capabilities for all times the attendant's supervisor is not on site.
  - e. Are there any portions of the work that you would sub-contract? Describe your reasoning for doing so and whom it would be.
  - f. Your recommendations on how to assure an effective, efficient, and customer-friendly operation at the Washington Park parking facility.

## PART 5 - Budget

Submit a proposed revenue and expense budget covering the first year of operations. The budget should include projected revenues broken out by type and proposed contract compensation to be paid to Proposer. Proposers may base their Budget estimates on the Garage's past experience which is detailed in Attachment B of this RFP.

[NOTE: Information derived from this section of the Proposer's submittal shall form the basis for establishing a first year operating budget to be included in the operating contract should contract award be made to Proposer.]

## PART 6 - Compensation and Reimbursable Expenses

### Compensation

Indicate the compensation to be paid to the Proposer for providing parking management services specified herein. Proposers may propose either a fixed monthly management fee or a composite management fee containing both a fixed fee component and an incentive fee component.

Fixed fee components in all proposals must cover all operating costs actually incurred, including but not limited to the cost of all operating personnel (including payroll taxes, benefits and uniforms); the cost of temporary help; the cost of parking lot sweeping; the cost of parking lot restriping; the cost of accounting services for preparing a monthly report; the cost of all insurance premiums; the cost of on-site equipment (including telephone equipment and temporary signage) and the cost of the Project Manager's vehicle mileage.

In order to comply with requirements of the Internal Revenue Service, composite fee proposals must also meet the following requirements:

- (1) At least 50 percent of the compensation in composite fee proposals must consist of a periodic fixed fee, which may contain automatic increases under an appropriate Consumer Price Index;
- (2) Incentive fees in a composite fee proposal may be based upon gross revenues; and
- (3) Incentive fees in a composite fee proposal may not exceed the fixed fee during each contract year.



All Proposals will be reviewed for compliance with the requirements of Internal Revenue Service Revenue Procedure 97-13. Metro reserves right to negotiate with any proposer in order to cause a proposal to comply with applicable IRS requirements.

### **Reimbursable expenses**

Metro will reimburse the Proposer for unrelated third party costs and for actual and direct expenses paid to unrelated third parties, including but not limited to janitorial services, equipment rental from unrelated third parties.

### **PART 7 - Exceptions and Comments**

To facilitate evaluation of Proposals, Metro suggests that all Proposers adhere to the format outlined in this RFP. Proposers wishing to take exception to, or comment on any specified criteria within this RFP, including the Personal Services Agreement, are encouraged to document their concerns in this part of the Proposal. Exceptions or comments should be succinct, thorough, and organized.

## **GENERAL PROPOSAL AND CONTRACT CONDITIONS**

### **1. Limitation and Award**

This RFP 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 amend or cancel all or part of this RFP.

### **2. Contract Type**

Metro intends to award a three-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.

### **3. 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 evaluation period.

### **4. 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.

5. Appeals

The Notice of Conditional Award identifying the selected Proposer will be mailed to all Proposers at such time as Metro makes a conditional award of the contract. Appeals of this conditional award should be addressed to Metro, c/o Metro Contracts Administrator, Administrative Services Department, 600 NE Grand Avenue, Portland, Oregon, 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Conditional Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee is not grounds for appeal. Metro shall evaluate the appeal and determine either to accept or reject such appeal. The decision of Metro shall be final.

## EVALUATION OF PROPOSALS

1. Evaluation Procedure

Proposals received that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the evaluation criteria identified in the following section, and performed by a Selection Committee appointed by Metro. After review of the written Proposals, the Selection Committee may determine, at its sole discretion, to conduct interviews with one or more of the Proposers. In addition, the Selection Committee may request clarifying information of any Proposer during the evaluation process.

2. Evaluation Criteria

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

A.	Qualifications of the Firm/Experience	25 points
B.	Qualifications of Staff (assigned to contract)	10 points
C.	Technical Proposal - Operating Approach	20 points
D.	Technical Proposal - Financial Management	25 points
E.	Management Fee Cost	<u>20 points</u>

Total Possible Points	100
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## **SCHEDULE**

The following schedule has been established for this RFP:

RFP issued	September 21, 1998
Proposals due	October 9, 1998 - 3:00 pm
Proposer interviews, if required	October 12 thru 16, 1998
Proposer selected	By October 19, 1998
Contract executed/contract commencement	By October 31, 1998

## EXISTING CONDITIONS

### 1. General

The following Section describes the current operational and management situation of the Garage. Proposers should review such existing conditions and the proposed operating plan, and are encouraged to submit Proposals which, in Proposer's opinion, will meet the goals established by Metro:

- to operate the Garage in an efficient manner and to provide excellent service to all authorized users
- to provide sufficient revenues for costs and debt service related to the parking operations

### 2. Facility Overview

The Metro Garage is a four level structure which contains approximately 486 parking stalls, including seven (7) ADA spaces. There are 8 bike racks also located on the first level. The lower two levels are not interconnected and have single (but separate) access points located along Irving Street. The upper two levels are interconnected and have shared single access points along 7th Avenue. There are no booths or gates currently in use. An automated ticket dispenser, which accepts both coins and bills is located at the entrance for the upper two levels. This equipment issues a receipt upon payment and is under lease through October, 1998. During 1993, the Metro Garage underwent major renovation which included new interior lighting, railings permanent signage, seismic upgrades, exterior painting, refurbishing of the elevator and re-surfacing of the upper deck.

### 3. Daily Operations

Currently, daily operations consist primarily of monthly contract parking, daily parking, and Metro visitors parking. The first level is currently attended from 7:00 a.m. to 11:00 a.m., Monday through Friday. The number of monthly contract parkers averages 410 per month, which includes approximately 150 State of Oregon employees who park on the two upper levels.

Daily parkers are accommodated in two manners. First, daily parkers using the automated ticket dispensing machine pay \$4.00 per day and self park on the 3rd and 4th levels. In addition, daily parkers can park on the attended 1st level and pay an hourly rate of \$1 with a daily maximum of \$4.00. After 11:00 a.m., when the first level becomes unattended, parkers park at no charge except for Metro employees who have been directed to purchase a daily parking ticket at the rate of \$4.00 from the main reception / security desk in the main lobby at the adjacent Metro Regional Center. This ticket must be displayed in the parker's vehicle.

This method is most often utilized by Metro employees and Metro visitors who park on the first level of the garage.

Metro provides validation to Metro visitors grants free parking. Validation stickers are currently placed on the parking ticket from the Metro reception/security desk .

4. Event Parking

In addition to daily operations, the Metro Garage is utilized for event parking primarily during the evening hours and on weekends. Event parking occurs typically as overflow parking from the nearby Oregon Convention Center; the Rose Festival also has generated some event parking demand. Currently, attendants are assigned to the garage who collect the parking fee (typically \$4.00) as patrons enter. Flaggers and temporary signage are also situated at certain strategic locations to attract and direct parkers to the garage.

5. Past Performance

Approximate gross revenues were generated by the Metro Garage from November 1996 through July 1998 per the Trend Statement, which is attached hereto as Attachment B.

## SCOPE OF WORK

1. General

Contractor will have primary responsibility for the operations (daily and event) of the Garage. The Contractor will develop operating procedures and other policies necessary to efficiently and effectively operate the Garage. All procedures and policies are subject to Metro's approval. Contractor will meet with Metro's contract manager at least once a month to discuss the Garage operations, staffing levels, the upcoming schedule for event parking, and any other relevant topics. The Contractor shall note problems and opportunities for improvement and shall make those known to Metro's contract manager. Contractor will manage, staff, maintain, and operate the Garage. This includes the collecting, depositing, and accurately accounting for all parking fees collected, implementing revenue control systems as appropriate, preparing and submitting monthly revenue and expense reports to Metro, and performing any other operational and customer tasks as necessary and specified.

2. 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 Garage. On-site staff shall expedite parking and exiting 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.

3. Security

Metro will be primarily responsible for providing security services for the Garage. Metro expects to continue bike patrols performed by the Lloyd District Safety Group. These bike patrols occur Monday through Friday except for holidays, between the hours of 8 a.m. - 5 p.m. at a frequency of two patrols per hour. Apart from these hours and on weekends the Garage is patrolled by regular car patrols. Contractor shall coordinate with Metro's contract manager to establish the necessary coordination with Metro security operations.

4. Lot Auditing

Contractor shall provide lot auditor(s) to prevent unauthorized parking at the Garage. Lot Auditor(s) will verify daily cash receipts, parking tickets, and expenses, and will issue appropriate notice to unauthorized parkers. Contractor shall coordinate efforts with Metro Security Staff.

5. Janitorial and General Cleaning

Contractor shall be responsible for the janitorial requirements and general cleaning of the Garage, including stair wells. At a minimum, trash pickup shall occur weekly and sweeping shall occur monthly. Restriping will occur as directed by Metro's contract manager.

6. Validation Program

Metro has developed a validation program to be used at the Garage which is utilized primarily by Metro visitors. Contractor shall administer this program as established. Specifically, Contractor shall accept validations at the attendant's station, maintain adequate records and data related to validations, provide all accounting, billing, and collections services for such program, and report as required.

7. Maintenance of Records

Contractor shall maintain in its local office the books, ledgers, journals, reports, accounts, and records wherein are kept all entries reflecting the gross revenues received and the expenses incurred from the operation of the 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. All such books and records shall be retained for a minimum of 3 years.

8. Daily and Monthly Reports

Contractor is required to submit daily and monthly reports which details parking activities for each operating day and summarizes for the preceding month. Contractor shall meet with Metro's contract manager prior to commencing operations to review and determine the specific information and data to be included in these monthly reports. The report shall, at a minimum, contain relevant financial and usage information, including daily gross cash revenues received, broken out by rate category type and/or length of stay, validations, voided tickets, events/special rates, expenses incurred, occupancy report, and incident report (including complaints). Daily reports, with corresponding tickets, shall be submitted not later than 48 hours after closing the daily books for an operating day. The monthly summary report shall be submitted not later than the 15th of the month for the preceding month.

9. Money Management and Accountability

Gross revenue is defined as all revenue received by Contractor from parking fees, charges or any other service or other Metro-approved activities performed in conjunction with the operation of the Garage and is the property of Metro. Contractor shall account for and remit to Metro gross revenues on a monthly basis. All funds collected or received shall be deposited within 24 hours of receipt to either a bank account specified by Metro or a client's trust account. Metro, at its sole discretion, shall determine which method to utilize. Contractor shall include copies of all bank account records (deposit slips, monthly statement, cashed checks) with the monthly report. Contractor shall also submit monthly an A/R aging report.

10. Miscellaneous

- Contractor and Contractor's employees shall at all times exercise good judgment and care when operating or handling any equipment or property belonging to Metro. Contractor shall promptly notify Metro's contract manager when such equipment or property is in need of repair or maintenance.

- In addition to the insurance requirements detailed in the Personal Services Agreement, Contractor shall provide at Contractor's expense Garage Keepers Insurance covering the Garage operation.
- No more than two hundred ten (210) parking spaces in the Metro Garage may be leased at any time for "private activity parking," which for the purposes of this Agreement shall mean parking spaces leased to any branch, agency, or department of the federal government and any parking spaces leased to a private employer, but does not mean parking spaces leased directly to employees of any such entities.

## 11. Metro's Obligations

- 11.1 Metro will pay directly certain expenses associated with the parking operation. Those expenses are for electricity, water and sewage service, grounds and equipment maintenance, any ad valorem taxes levied against the Garage or any of the personal property owned by Metro and used in conjunction with the operations of the Garage, as well as any special assessments levied against the Garage for special improvements of special services. In addition, Metro will directly provide and pay for capital improvements through separate contracts 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, permanent barriers, ticket dispensers, coin boxes, parking meters, and improvements to the Garage such as lighting and landscaping.
- 11.2 Metro will separately provide and pay for general repair and upkeep of the Garage as Metro deems necessary to maintain the facility in good condition.
- 11.3 Metro will compensate Contractor for parking management services rendered on a monthly basis upon submission of a satisfactory invoice detailing such compensation due.



## **ATTACHMENTS**

**ATTACHMENT A**  
**ATTACHMENT B**

**Personal Services Agreement**  
**Trend Statement**

Project \_\_\_\_\_

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, whose address is 600 N.E. Grand Ave, Portland, OR 97232, and \_\_\_\_\_, located at \_\_\_\_\_, referred to herein as Contractor.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration This personal services AGREEMENT shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment The Committee shall pay Contractor for services performed in the manner outlined in the Scope of Work.
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. The Committee, Metro, City of Portland, World Forestry Center, their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to the Committee 30 days prior to the change or cancellation.
  - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation

coverage for all their subject workers. Contractor shall provide the Committee with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to the Committee a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. Contractor shall provide the Committee with a certificate of insurance complying with this article and naming the Committee as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold the Committee, Metro, City of Portland, World Forestry Center their 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 its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by the Committee and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow the Committee the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after the Committee makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of the Committee, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to the Committee all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with the Committee, informing the Committee of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of the Committee.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of the Committee. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out

this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to the Committee.

10. Right to Withhold Payments. The Committee shall have the right to withhold from payments due to Contractor such sums as necessary, in the Committee's sole opinion, to protect the Committee against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, the Committee may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by the Committee of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Tax I.D. No. \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B

[illegible]