



REQUEST FOR PROPOSALS #08 – 32 PARKING MANAGEMENT SERVICES: OPERATION OF THE STATION PLACE PARKING GARAGE

PROPOSALS DUE: JUNE 5, 2009 BY 3:00 PM

**Direct all questions and
submit one (1) original,
five (5) photocopies and
one (1) electronic proposal (on cd-r) to:**

Daniel Spero, CPPB
Senior Procurement Specialist
Professional Services
Portland Development Commission

222 Northwest Fifth Avenue
Portland, Oregon 97209

(503) 823-3291 (office)
(503) 865-3738 (fax to email)
sperod@pdc.us (email)
<http://www.pdc.us/> (www)

*PDC encourages the participation of certified minority-owned, women-owned
and emerging small businesses in this solicitation.*

RFP TABLE OF CONTENTS

	Page No.
I. Request for Proposals Information _____	3
II. Schedule of Solicitation and Contract Award Events _____	3
III. PDC & Project Background _____	4
IV. Scope of Work & Contract Requirements _____	7
V. Submittal Requirements & Evaluation Criteria _____	13
VI. Instructions to Proposers _____	16
VII. Insurance Requirements _____	20
VIII. Standard and Special Contract Terms & Conditions _____	21
IX. Proposer Certification _____	26

List of Exhibits

Exhibit A – Price Proposal Worksheet

Exhibit B – Operating Income & Expense Summary:
July 2008 – February 2009

I. REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: **Parking Management Services: Operation of the Station Place Parking Garage**
Solicitation Number: **RFP # 08 – 32**
Solicitation Coordinator*: **Daniel Spero**, CPPB; Senior Procurement Specialist
Solicitation Coordinator Phone: **(503) 823-3291** (office)
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Solicitation Coordinator Email: [**sperod@pdc.us**](mailto:sperod@pdc.us)

Proposal Delivery Location**: **Portland Development Commission**
222 NW 5th Avenue
Portland, OR 97209

*** All questions regarding this RFP must be directed to the Solicitation Coordinator identified here.**

**** To be considered for evaluation, proposals must be delivered to PDC at the location listed above no later than the “Proposal Due Date and Time” listed below.**

Through this Request for Proposals (“RFP”), the PORTLAND DEVELOPMENT COMMISSION (“PDC” or “Commission”), the urban renewal agency for the City of Portland, Oregon, seeks sealed competitive proposals from qualified and experienced firms for the provision of parking management services for the Station Place Parking Garage located in the Union Station / Pearl District section of Northwest Portland, Oregon.

PDC intends to award one (1) exclusive contract to the successful proposer in connection with this RFP.

II. SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following schedule for any reason.

Request for Proposals Issued	May 12, 2009
Pre-Proposal Meeting	Not applicable***
Deadline for Proposer Questions and Request(s) for Change(s)	May 25, 2009
Proposal Due Date and Time	June 5, 2009 by 3:00 PM (Pacific)
Evaluation Period, Ending <i>(tentative)</i>	June 18, 2009
Notice of Intent to Award, Issued <i>(tentative)</i>	June 19, 2009
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Execution Date <i>(tentative)</i>	July 31, 2009

***** NO pre-proposal conference or meeting is scheduled for this solicitation.**

III. PDC & PROJECT BACKGROUND

A. About the Portland Development Commission

For five decades the Portland Development Commission (PDC) has played a key role in keeping Portland one of America's most livable cities. Created by City of Portland voters in 1958 to eliminate urban blight, *PDC brings together resources to achieve Portland's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, quality jobs and housing for all.*

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and community development, architecture, law, communications and other functions to meet our strategic objectives in three program areas:



Photo: Station Place Garage

- 1. Revitalization.** PDC plays a key role in stimulating and supporting physical and economic development of the industrial, commercial and neighborhood districts throughout Portland in order to improve livability and expand opportunities for affordable housing and quality jobs. This is accomplished by assembling underused property and making it available for private developments; funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.
- 2. Housing.** PDC administers a variety of housing development and finance programs to help meet Portland's housing goals of providing a diversity of affordable housing types throughout the City that help support broader area and neighborhood development objectives, as well as accommodate a growing population.
- 3. Jobs.** PDC is responsible for developing and implementing strategies and programs that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. PDC offers a variety of technical and financial assistance programs to attract new businesses to the City, as well as retain and support expansion of existing businesses.

In carrying forward our mission over the years, PDC has played a major role in some of Portland's most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail.

In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually.

For more information, visit the PDC website at <http://www.pdc.us>

B. About the Project

1. Background. PDC is the owner of the five-story, 411 parking space Station Place Parking Garage (the “Garage”) located at 1020 NW Ninth Avenue in Northwest Portland, Oregon. The Garage was constructed by Andersen Construction Company, designed by Leeb Architects LLC and opened to the public in December 2004. In 2006, the American Institute of Steel Construction awarded the Garage its prestigious “Innovative Design in Engineering and Architecture with Structural Steel” National Award.

The Garage is located in a mixed use development known as “Station Place” which includes the 14-story / 175 unit Station Place Senior Housing Tower and a 26,195 square foot office building estimated to be completed in August 2009 that will serve as the world headquarters of ZIBA Design, Inc. The Garage is also in close proximity to Portland’s Historic Union Station Train Depot and the main branch of the United States Postal Service for Portland, Oregon.



2. Design Features. The Garage is a unique parking structure. It is a steel structure and the elevated parking tiers are reinforced concrete slabs on metal decks. The design concept led to a Garage that has a very open and bright feel. Sight lines throughout the building and from the outside-in are excellent. There is a large planter that opens to the sky above on the third tier. The fifth tier features several planters and elevated trellises with wisteria vines. The main stairwell and elevators are enclosed in glass at the northwest corner, and the second story stairwell is located in a structural steel tower that is accessed by a walkway from the southeast corner of the structure. There are two storage rooms, a small computer room that accommodates the operating hardware and a single occupant restroom.

3. Parking, Circulation and Operational Features. The Garage is located due north of the Lovejoy Street Ramp off the Broadway Bridge. The entrances to the Garage are on NW Sixth Avenue, Station Place Drive and from NW Ninth Avenue. The Garage is an above grade parking facility with additional designated motorcycle and bicycle parking areas. Circulation is one-way except on the internal ramp. There are dedicated entry and exit lanes and one center “flex lane” that can be changed to accommodate peak traffic periods. One cashier booth exists at the exit lanes. Should PDC determine that use and traffic warrant an additional cashier booth, conduits exist to facilitate this installation.

4. Parking Control and Revenue Management. The Garage features sophisticated parking control equipment and a comprehensive software package that monitors activity and generates reports on access, revenue and traffic counts. The parking control equipment is manufactured by Amano and consists of a Ticket Dispenser, Fee Computer, Gates, Dual Detectors, Fee Display, Validator, and T.C. Converter. The operating and reporting software has been supplied by McGann Professional Parking Management Software. The cashier’s booth is manufactured by BIG Enterprises, Inc. and is ADA Accessible.



5. Operating History and Reserved Parking Rights. The Garage has previously been a part of the City of Portland, Oregon's (the "City") SmartPark Public Parking Garage System. The current operator is Star Park LLC. PDC and the City have agreed to return the Garage to PDC's operating control.

The Garage will continue to provide short-term, long-term, validated and monthly reserved parking rates and will be open to the public 24-hours a day, 365-days a year. Under the SmartPark parking rate structure, annual gross revenues reached its highest level of \$661,096 in the 2007/2008 fiscal year (July 01 through June 30). In addition, the Garage has granted the following exclusive and long-term parking rights:

- a. Up to twenty-five (25) parking spaces to residents of the Station Place Housing Tower. The monthly parking rate per parking space is based on ninety-five percent (95%) of the parking rate that the Station Place Housing Tower charges its residents for their on-site underground parking Garage. The current monthly parking rate charged by the Station Place Housing Tower for their parking Garage is \$70.
- b. Seventy (70) parking spaces to the ZIBA Design, Inc. office building. The monthly parking rate is \$85 per space for a minimum of three (3) years after the commencement date of the parking agreement.

PDC is also in negotiations with the developer of a proposed new office building to be located underneath the west end of the Broadway Bridge off NW Naito Parkway and on PDC-owned property. The development agreement includes the installation of a sky-bridge structure connecting the new office building to the third floor of the Station Place Garage and currently provides for up to 150 unreserved and unmarked parking spaces to be rented at the then current monthly parking rate.

6. Intent of this RFP. Through this RFP, PDC is seeking competitive proposals from experienced and qualified parking garage operators (hereafter "Proposers") to select for contract award for an operator to professionally manage the Garage on PDC's behalf to ensure maximum use by the public and generation of revenue at the least cost to PDC.

[Remainder of this page is intentionally left blank.]

IV. SCOPE OF WORK & CONTRACT REQUIREMENTS

This section describes **at a minimum** what PDC expects of the Proposer selected for contract award from this RFP (the “Operator”).

A. Scope of Work and Requirements

1. **General.** The Operator shall supply labor and manage the Garage for the use and benefit of the general public and those customers with monthly reserved parking rights. Operator shall operate the Garage solely for parking purposes. No other activity or use of the Garage shall be permitted by the Operator without the express prior written permission of PDC. Special events involving the Garage must be approved in advance by PDC and Operator shall provide any additional services required to accommodate any special events and the cost of any additional services shall be paid from the operating revenues generated by the Garage. Operator shall prepare and submit an annual operating budget for PDC review and approval.
2. **Hours of Operation.** The Garage shall be available for parking 24-hours a day, 365 days a year.
3. **Rates and Signage.** The Operator shall charge the public for short-term parking, long-term parking and monthly reserved parking. The parking rates shall be at competitive market rates mutually acceptable to the Operator and PDC. Signs of professional quality setting forth the rates must be clearly posted the Garage entrance.
4. **Revenues.** Operator agrees to pay to the **Portland Development Commission, (Attention: Real Estate Services) 222 NW Fifth Avenue, Portland, Oregon 97209-3859**, or such other place as PDC may designate from time to time in writing, the monthly net revenues from the operation of the Garage.

“Net Revenues,” as used in this section, shall include all income from parking fees, charges, or any other services or activities performed in connection with the Garage **less** the on-going monthly operating expenses, more fully described in Section IV (B) (15) of this RFP

Each month, Operator shall pay to PDC all Net Revenues on or before the fifteenth (15th) day of the month following the immediately preceding month in which the Net Revenues are collected.

5. **Reporting.** Operator shall submit to PDC, along with the Net Revenues, a “Statement of Operations and Usage Report” (the “Report”). This Report shall consist of an itemized statement setting forth the total amount of gross revenues and all deductions from gross revenues used to determine Net Revenues. The Report will include the number of daily parkers, monthly parkers and other usage information which shall be obtained from the parking control and revenue management system and the Operator’s internal records. The format of this Report is further defined under Sections IV (B) (16) and (17) of this RFP.

PDC reserves the right to modify, add and/or remove certain tasks and activities prior to contract execution; or through equitable amendment to the contract after contract execution.

B. Operator Duties and Responsibilities

The Operator will have primary responsibility for the overall daily operation of the Garage, managing the Garage so as to produce the greatest benefit to the PDC and the public, in the most efficient and cost effective manner. The Operator shall prepare and submit an annual operating budget for PDC review and approval. On a day-to-day basis, the Operator will manage its staff and operate the Garage, which include, without limitation, performance of all the activities listed below as well as other operational and customer tasks, as necessary.

- 1. Direction and Authority.** PDC shall have full and complete authority in determining compliance and operating standards and may, at its sole discretion, enforce those standards to the fullest extent. PDC will create rules, policies, procedures and regulations concerning the operation and use of the Garage. The Operator shall execute PDC's directives in all matters related to Garage operations, including, but not limited to, parking fees, operating procedures, monthly income and expense operating statements, marketing, audits, security, traffic control, graphics, signage, facility maintenance, landscaping, hours of operation, parking user mix (percentage of monthly and daily patrons), terms and conditions of monthly and daily space rentals, location and priority of space assignments, space markings, employee uniforms, Operator's personnel assigned to the Garage, depositing of revenue, necessary expenses, and customer service policies.
- 2. Operator Personnel.** The Operator shall provide adequate personnel to properly manage, operate, maintain and secure the Garage on a daily basis. Operator personnel shall be subject to Operator performing criminal background verifications in advance of employment and shall not employ any person(s) who possess a criminal history consisting of any felony conviction(s). Operator shall be responsible for employing and supervising personnel and contracting with service providers with respect to performing the services described within this RFP. Necessary personnel and contract service providers will include, but not be limited to, cashiers, maintenance staff (general maintenance, day porters/janitors, etc.), unarmed security patrols, bookkeeper, elevator and landscape technicians and personnel. The Operator shall patrol the Garage daily to note any maintenance issues, equipment problems, signage needs, safety concerns, and to ensure the accuracy of parking access and revenue control counts. The Operator must immediately notify PDC of any safety or maintenance concerns that they cannot immediately address. The Operator may, on occasion, be asked to attend Garage operations meetings with the PDC.
- 3. Quality of Service, Operations and Operator Personnel.** The Operator shall maintain the highest degree and standards of courteous, polite and inoffensive conduct and demeanor on the part of its representatives, agents, subcontractors, and employees. Operator shall conduct its operation in an orderly and appropriate manner so as to be pleasing to customers, patrons, and the public in or around the Garage, and shall refrain from any and all conduct which might tend to annoy, disturb, or be offensive to such persons in or around the Garage. Operator shall provide professionally trained and experienced attendants.
- 4. Fees and Revenues.** The Operator shall collect parking fees daily and forward the Net Revenues to PDC in the manner provided in Section IV (A) (4) of this RFP, subject to verification/inspection by PDC.
- 5. Marketing.** The Operator shall undertake an on-going innovative and proactive approach to market, promote and advertise the Garage to maximize utilization of the Garage and the generation of revenues.

6. **Customer Service.** The Operator shall handle daily customer service issues with respect to, but not limited to, parking operations questions, requests for monthly parking, parking enforcement questions, area directions, distribution of marketing/promotional materials (with the approval of PDC), etc.
7. **Monthly Parking Program.** The Operator shall manage the monthly parking program, process and approve monthly parking applications, space permitting, and collect monthly parking fees and any required deposits. Operator shall also issue, track, and perform periodic audits of monthly parking access cards.
8. **Hourly Parking.** The Operator shall collect transient (hourly) parking customer fees when vehicles exit the Garage, process parking tickets using the provided parking access and revenue control system (described in Section III (B) (4) of this RFP), collect fees, and provide change as needed.
9. **Maintenance and Sweeping.** The Operator shall provide daily/periodic maintenance of the Garage. Daily/periodic Garage maintenance includes, but is not limited to, emptying trash receptacles, cleaning elevators and stairs, collecting trash within and surrounding the Garage, cleaning cashier booths, periodic floor sweeping, cleaning the Garage restroom, cleaning light fixtures, replacing light bulbs, etc. Garage sweeping will be required as needed based on debris accumulation and Garage usage, but should be provided at least twice per month. Should the Operator not have extensive Garage sweeping experience and/or the necessary equipment, Garage sweeping duties must be outsourced to an experienced firm. Facility maintenance will also include maintenance of plazas, sidewalks, benches, and trash receptacles surrounding the Garage. The Operator will also clean structural glass and storefronts and remove any graffiti in the Garage. The Operator shall ensure floor striping is easily visible and restriped as needed, and any structural damages are addressed quickly by notifying the PDC. The Operator will also be responsible for ensuring facility elevators are properly inspected, maintained, and licensed. Operator will resolve any bird mitigation concerns.
10. **Access and Revenue Equipment.** The Operator shall provide daily/periodic parking access and revenue control maintenance; perform necessary preventative maintenance on parking access and revenue control equipment as specified by the manufacturer. Preventative maintenance duties will be specified during the manufacturer/supplier training session(s), if such training is requested by the Operator. Other daily/periodic maintenance includes cleaning, clearing ticket jams, resetting equipment time, restocking tickets, etc.
11. **Security.** The Operator shall provide Garage security after normal business hours, or at other times designated by the PDC. Should the Operator not have extensive Garage security experience and/or required licensure, Operator must outsource this responsibility to an experienced and licensed security provider. Operator will be responsible for reporting abandoned vehicles and making necessary towing arrangements using the PDC contractor for this service (as approved by PDC).
12. **Landscape Maintenance.** Operator shall provide landscape maintenance both within and around the parking Garage, or as otherwise directed by the PDC. Should the Operator not have extensive landscape maintenance experience and/or required licensure and equipment, Operator must outsource this responsibility to an experienced and licensed landscaping service provider.
13. **Audits, Revenue.** Operator shall perform daily audits of all cashier transactions and all funds received and stored. Collected transient/hourly fees must be balanced each day with parking tickets collected, system generated cashier activity

reports, and all exit lane counts. Monthly payments collected must be compared to invoices sent. A separate accounting of each major revenue stream must be kept. Change and petty cash funds must be checked and verified each time custodianship of the funds change hands.

- 14. Deposits.** Operator shall prepare daily deposits of collected funds. All revenues must be audited and verified prior to the completion of the deposit. All funds must be deposited the same day they are received, except during weekends and holidays.
- 15. Expenses.** Operator shall track and audit Garage expenses, monitor all expenses to ensure they are valid, necessary, and within budget constraints. Typically, approved ordinary Garage expenses will be paid by the Operator through the operating income generated by the Garage and will be itemized on the Monthly Income and Expense Operating Statement. If income exceeds expenses, a check will be submitted with the reports to PDC for the balance due. If expenses, including the Operator Fee, exceed income, an invoice will be submitted with the reports.

Approved ordinary Garage expenses shall not incorporate any Operator mark-up rate or fees and include, but are not limited to, the following:

- Monthly management fee
- Percentage of revenues management fee
- Supervisory fee
- Employees' gross payroll
- Employees' payroll taxes
- Accounting fee
- Operator general liability, garage-keepers and other insurance coverage
- Credit card transaction fees
- Elevator maintenance agreement
- Landscape service agreement
- Parking control and revenue management equipment maintenance services and supplies
- Parking auditing services
- Parking striping services
- Day porter/janitorial service
- Sweeping service
- Security patrol
- Uniforms
- Marketing services
- Signage
- Utilities
- Repairs
- Supplies
- Additional ordinary and reasonable expenses for operating costs may be approved by PDC

Other Garage expenses, including, but not limited to, additional equipment, Garage structural maintenance, etc. must be approved in writing by PDC on a case-by-case basis.

16. **Reports, Financial.** The Operator shall prepare and submit to PDC monthly financial reports detailing all income and expenses. The format of the financial reports will be subject to PDC final approval. Monthly income and expense reports must be provided no later than fifteen (15) days after the last day of the month for which the reports are being generated and must be accompanied with the monthly owner's proceeds payment or an invoice. The monthly financial report must compare performance to the approved operating budget.
17. **Reports, Operations.** The Operator shall prepare monthly Garage operations reports detailing any significant issues encountered during the previous month. This report must include, but not be limited to, safety issues/concerns, customer service issues/concerns, marketing activities, equipment problems or needs, etc. Monthly Garage operations reports must also include system generated parking facility utilization data (e.g. peak vehicle accumulation, monthly/transient parker counts, average length of transient stay, etc.)
18. **Records.** The Operator shall store all financial documents for PDC review as needed. Financial documents must be stored for a minimum of three years, and will include, but not be limited to, collected parking tickets (organized by day and cashier), cashier logs, system generated activity reports used for auditing, deposit slip copies, monthly parker logs, expense receipts, all monthly reports, etc. PDC reserves the right to audit all financial document(s) at any time.
19. **Emergency Contacts.** The Operator shall post a notice of person(s) to be called in case of emergencies and shall immediately advise PDC of any changes in this notice.
20. **Meetings.** Upon request, the Operator shall attend meetings with PDC representative to review the parking charges and other areas regarding the operation of the Garage.

C. Contract Requirements, Term, Transition Period and Escalation of Rates

1. **Form of Agreement.** The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the "Contract") with PDC. The terms and conditions that will govern the Contract can be found in Section VIII of this RFP, "Standard and Special Contract Terms & Conditions." PDC reserves the right to modify any terms and conditions prior to the execution of the Contract.
2. **Notice to Proceed and Contract Term.** The Contract will become effective upon execution by both parties; commencement of work will be ordered upon issuance of a Notice to Proceed ("NTP") by PDC to the Operator. The Contract is anticipated to be executed and NTP issued on or about August 01, 2009 and will expire on July 31, 2012. Upon the mutual consent of the parties, the contract may be renewed for two (2) additional 1-year terms or one (1) additional 2-year term. The contract, plus all extensions, may not be extended past July 31, 2014.
3. **Transition Period.** Unless Star Park LLC is selected for contract award from this RFP, the selected Operator will be compensated for and will participate in a thirty (30) day transition period in which the current contract operator for the City of Portland will turn over the operations of the Garage.
 - a. During this transition period the selected Operator will:
 - b. Hire and train new staff
 - c. Notify the current monthly customers of the operator change
 - d. Learn the Garage elevator, mechanical, parking control and revenue management system and all other Garage operating systems

- e. Transfer existing and/or establish new vendor service contracts
- f. Transfer utility service accounts
- g. Receive all Garage keys
- h. Create an inventory of all Garage equipment and supplies and any other item(s) requiring a transition to the selected Operator.

- 4. Escalation of Rates.** All Operator compensation and pricing shall be protected for the first twelve (12) month period of the Contract awarded from this RFP. Thereafter, requests for changes to Operator compensation shall not exceed the proportional increase in the "[Portland-Salem, Oregon Urban Wage Earners Customer Price Index](#)" (CPI-W). Operator must submit to the PDC Contract Manager any such cost increase request not less than forty-five (45) days prior to the anniversary date of the Contract. Such requests must include verifiable documentation that clearly demonstrates increased costs to the Operator. If the request is approved, the parties will agree to the approved Contract price increase by a written Amendment to the Contract, prepared by PDC. The price increase will be effective only upon execution of the Contract Amendment by both parties.

[Remainder of this page is intentionally left blank.]

V. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize the proposal corresponding to the order of the sections below.** Responses must be of sufficient length and detail to demonstrate the Proposer's understanding of the requirements described in Section IV of this RFP, "Scope of Work." See also Section VI (B) of this RFP, "Instructions to Proposers," for overall proposal preparation and submission instructions.

All submittal requirements listed as **"Mandatory"** below must be addressed in sufficient detail in a proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

Page Limit. Excluding the title page, cover letter and the Price Proposal Worksheet, proposals submitted in response to this RFP must not exceed fifteen (15) pages. If a proposal exceeds this page limit, PDC may decline to review information beyond the 15th page.

A. Cover Letter

(Submittal Requirement: **Not Scored, but Required**)

In a one (1) page cover letter, provide a summary of your proposal. This cover letter must include a brief history of your firm, a short biography of the lead or primary person servicing PDC and a brief description of the services your firm proposes to provide PDC. Include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm's primary contact for this RFP, if different.

B. Qualifications and Experience of Firm

(Mandatory Submittal Requirement: **20 Maximum Points**)

Provide a description of your firm's experience in providing services similar to those described in this RFP. For this section also include:

1. Number of years Proposer's firm has been in operation and number of years Proposer's firm has been providing third-party parking management services.
2. A brief description of similar garages managed in the past five (5) years that best characterize your firm's capabilities.
3. Similar services your firm has provided to other public agencies.
4. A brief description of any creative marketing and promotional concepts or activities your firm has undertaken to increase the visibility and generation of revenues of similar garages.

Additionally, list three (3) current or immediate past professional references for PDC to contact regarding your capacity to perform the services described in the RFP, ability to satisfy client needs and any other relevant information. Please include your reference's name and a contact person with phone number and email address.

C. Qualifications and Experience of Key Personnel

(Mandatory Submittal Requirement: **10 Maximum Points**)

Provide a list of your firm's key personnel to be utilized under the proposed Contract, their experience in the management of like properties and their roles in relation to the "Operators Duties and Responsibilities," as identified in Section IV (B) this RFP.

D. Operator General Personnel Expenses: On-Site Parking Attendant, General Maintenance and Repair and Day Porter/Janitorial Fees
(Mandatory Submittal Requirement: **10 Maximum Points**)

- 1. General Personnel Expenses.** For the on-site parking attendant, general maintenance/repair and day porter/janitorial services Operator responsibilities as defined within Section IV of this RFP, indicate the **hourly labor rate**, including all fringe benefits and overhead costs included in this hourly rate.
- 2. Operator Administration Fees.** For those administrative responsibilities and expenses to be performed by Operator's internal staff as defined within Section IV of this RFP, state the monthly fee of the following:
 - Supervisory fee
 - Employees gross payroll
 - Employees payroll taxes
 - Accounting fee
 - Operator general liability insurance coverage

For Sections V (D) & (E), Proposers must detach and complete Exhibit A of this RFP, "Price Proposal Worksheet."

See also Exhibit "B" of this RFP which is a summary of the operating income and expenses for this current fiscal year (July 2007 – February 2009). The current monthly management fee expenses are not included in this summary.

E. Monthly Management Fee Structure
(Mandatory Submittal Requirement: **45 Maximum Points**)

For the "Management Fee, of Operator's responsibilities, as defined within Section IV of this RFP, provide both the following:

- 1. Fixed** monthly parking lot management fee; and
- 2. Percentage** of revenue management fees.

PDC reserves the right to select which method of management fee selected Operator will earn under an awarded contract.

F. Promotion of M/W/ESB Firms in Subcontracting Opportunities
(Mandatory Submittal Requirement – **15 Maximum Points**)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (collectively, "M/W/ESBs") in order to promote their economic success and growth. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All Proposers shall address the following in their proposal:

- 1.** Provide a narrative description of your firm's *past* experience in promoting participation of M/W/ESBs as partners, subcontractors and/or suppliers on previous contracts.
- 2.** Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- 3.** Provide a description of your firm's *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms, including your plan to include any M/W/ESB firms as subcontractors on a contract awarded from this RFP.

All Proposers are encouraged to do one or more of the following to learn more about the M/W/ESB firms:

- View the [OMWESB website](#) for a list of State of Oregon OMWESB-certified firms;
- Attend the Oregon Association of Minority Entrepreneurs (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting. For more information, see [OAME's website](#);
- Contact John Classen at (503) 823-3667 on the M/W/ESB Team for PDC or visit [our website](#) to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team.

G. Proposer Certification

(Submittal Requirement – **Not Scored, but Required**)

Read, detach, sign and return Section IX of this RFP, "Proposer Certification," with your proposal.

Summary of Submittal Requirements & Evaluation Criteria

Evaluation Criteria (Mandatory Requirements)

1. Qualifications and Experience of Firm	20 Points
2. Qualifications and Experience of Key Personnel	10 Points
3. Operator General Personnel Expenses	10 Points
4. Monthly Management Fee Structure	45 Points
5. Promotion of M/W/ESB Firms in Subcontracting Opportunities	15 Points

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Total: 100 Points

Other Submittal Requirements

6. Cover Letter	Not Scored, but Required
7. Proposer Certification	Not Scored, but Required

VI. INSTRUCTIONS TO PROPOSERS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined in this RFP, or a subsequent contract entered into, shall be governed by PDC's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

A. Reservation of Rights: PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality of any proposal; to obtain references regarding any Proposer's past performance from any source; and to negotiate a contract with the successful proposer. Neither issuance of this RFP nor evaluation of any proposals obligates PDC to award a contract from this RFP.

B. Proposal Preparation and Submission Instructions: Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the needs of the project described in this RFP.

- Proposers shall submit the following which must be received by PDC no later than the "Proposal Due Date and Time" at the location listed above:
 - o **One (1) original** proposal
 - o **Five (5) photocopies** of the same pages;
 - o **One (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word.

The original proposal must bear an original ink signature and shall be marked "ORIGINAL."

- Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, all such package or envelope must be **clearly marked** with the following:
 - o RFP Solicitation Number
 - o Name of the Solicitation Coordinator
 - o Proposer's name and address
 - o Date and time proposals are due

PDC shall not be liable for any lost, late or improperly marked proposals.

- Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
- Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.
- In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, stapled sets (or otherwise securely fastened), printed on recycled paper containing at least 30% post-consumer waste content. **Do not use ring binders, section dividers or any other materials which cannot be easily recycled.** Double-sided printing is preferred.

- C. Preparation Costs:** PDC shall not be responsible for any costs incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.
- D. Pre-Proposal Meeting:** No pre-proposal conference or meeting is scheduled for this RFP.
- E. Requests for Clarification or Change:** All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP or a contract awarded from this RFP, must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for clarification or change must be received **no later** than the Deadline for Proposer Questions/Requests for Change listed in Section II of this RFP, "Schedule of Solicitation and Contract Award Events."

Requests for clarification or change of this RFP may be sent by mail, email or fax to the Solicitation Coordinator identified above and must contain the following:

- RFP Solicitation Number and Title;
- RFP Specification (or contract or insurance provision) being questioned;
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP.

- F. Changes to this RFP Document:** Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written Addendum to this RFP. Unless otherwise stated, Proposers are not required to return Addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected.

Regardless of statements made at any mandatory or non-mandatory pre-proposal meeting for this RFP (if applicable), or during any other contact with PDC staff, Proposers are cautioned that this RFP will change **only** if confirmed by a written Addendum to this RFP.

Note: It is the responsibility of all parties interested in this or any other PDC contract opportunity to refer frequently to PDC's "[RFPs/RFOs and Bid Opportunities](#)" website to check for any addenda that have been issued for this or other contract opportunity, up to the solicitation closing time. PDC may make a courtesy effort to notify interested parties of any addenda issued for this RFP; though, PDC is not responsible to notify interested parties by email or by any other means in the event an Addendum is issued by PDC.

- G. Single Point of Contact:** After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract must be directed to the Solicitation Coordinator identified herein.
- H. Captions.** The captions or headings used in this RFP are for convenience and reference only and in no way modify the scope or intent of any provision contained in this RFP.

- I. Prohibition of Lobbying in Support of Proposals:** After this RFP has been issued and before any contract has been awarded, Proposers are cautioned not to undertake any activity or action to promote or advertise their proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or other PDC employees not specifically identified in this RFP. Doing so may be cause for proposal rejection.
- J. Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract awarded from this RFP, upon PDC's finding that it is in the public interest to do so.
- K. Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.
- L. Public Records and Disclosure:** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the Proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2).

All such sections in a proposal must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192."

If an entire proposal is marked "Confidential," at PDC's sole discretion, such a proposal may be rejected as non-responsive. PDC shall not be liable for the disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and PDC has issued its Notice of Intent to Award.

- M. Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request such information if it is not included within the Proposer's proposal. However, PDC reserves the right to request individual Proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the Proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
- N. Proposer Offer, Withdrawal and Modification:** Any proposal submitted in response to this RFP will be regarded by PDC as a binding offer by the Proposer to complete the work described above for a period of ninety (90) calendar days from the date proposals are due. This period may be modified upon the mutual agreement between PDC and Proposer. Proposals may be withdrawn or modified prior to the date and time proposals are due by written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by PDC in writing.

O. Investigation of References: PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any Proposer, including service(s) provided to PDC, with respect to Proposer's successful performance on other projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference that may be discovered, including information based upon PDC's experience, in evaluating any proposal. PDC may postpone issuance of a Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any proposal at any time prior to PDC's execution of a Contract in the event a Proposer's reference checks prove unsatisfactory.

P. Method of Evaluation: After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the Proposers to determine the "finalist Proposer(s)." Finalists will be those highest-ranked responsive Proposers after evaluation.

At its sole discretion, PDC may invite the finalist Proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of finalist Proposer(s) to the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to rescore the finalist Proposers or to use the original scores solely as the basis to determine the finalist Proposer(s).

Q. Selection Process and Notice of Intent to Award: PDC reserves the right to select for contract award the Proposer that offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name an apparent successful Proposer and issue a "Notice of Intent to Award" a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to contract award. All competing Proposers will be notified of PDC's Intent to Award in writing, the identity of the apparent successful Proposer and will be given seven (7) calendar days to review the solicitation file and evaluation summary at the PDC office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.

R. Protest of Selection Process. Any protest of PDC's selection process must be submitted in writing to the PDC Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the Notice of Intent to Award. The protest letter and envelope must be clearly marked with Proposer's name, the corresponding solicitation number and identified as an "RFP Protest." The Proposer's written protest must specify the legal, procedural and/or factual grounds upon which the protest is based and a statement of relief requested. The judgment used in proposal scoring by individual evaluators is not grounds for protest. Protests not asserted or not properly asserted within the timelines described herein shall be deemed waived by the protester.

- S. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award and resolved all protest matters, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that all such negotiations shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer.

VII. INSURANCE REQUIREMENTS

Prior to contract execution, Selected Contractor will be required to furnish proof of the following types of insurance:

- A. Commercial General Liability (CGL)** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **“The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees”** shall be named as Additional Insured with respect to the contractor’s services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
- B. Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- C. Garage Keeper’s Liability** insurance of not less than **\$500,000** for liability associated with the care, custody and control of vehicles belonging to third parties.
- D. Workers’ Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of insurance listing the “Portland Development Commission” at 222 NW 5th Avenue; Portland, OR 97209 as a certificate holder. The certificate(s) shall provide that Selected Contractor’s insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC’s acceptance and must be licensed to provide insurance in the State of Oregon. Contractor’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

VIII. STANDARD AND SPECIAL CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Personal Services Contract (the “contract”) entered into by and between PDC (called the “Commission” in this Section VIII) and the selected Operator (called the “Contractor” in this Section VIII). PDC reserves the right to modify any term or condition of the contract prior to execution and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the Selected Contractor. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and must do so no later than the Deadline for Proposer Questions/Request(s) for Change(s) listed in the Section II of this RFP, “Schedule of Solicitation and Contract Award Events.”

Standard Terms & Conditions

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission (“Commission” or “PDC”) and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

(a) The Commission and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.

(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.

(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

10. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12. Insurance

EXHIBIT B [Section VII in the RFP] is hereby referenced and made a part of this contract.

13. Ownership of Work Products

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Waiver

The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.

19. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

23. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

24. Prohibited Interest

(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

(c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.

(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) The Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.

(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

Special Terms & Conditions

1. Taxes / Utility Charges

Nothing contained herein shall be deemed to give the Contractor any interest, leasehold, or otherwise, in the Garage. Commission shall pay the sales tax and the ad valorem taxes, if any, levied against either Commission or the Contractor with respect to the Garage or the personal property owned by Commission and used in connection with the operation of the Garage. Commission shall also pay all property taxes and local assessments directly. Commission shall also pay all special assessments levied against the Garage for special improvements or special services. The Contractor shall pay all other fees, taxes, charges, in connection with or related to the operation of the Garage, including, but not limited to, licensing fees, payroll taxes and income taxes.

Contractor shall pay all wages of employees, payroll taxes and worker's compensation insurance premiums, and provide health plans to the employees, supplies, and uniforms, at Contractor's own expense. The Contractor shall meet the Livable Wage requirement, if applicable, as enforced by the City of Portland, Oregon.

Contractor, at its sole expense, shall repair, to the satisfaction of Commission, all damage to the Garage and equipment therein caused by the Contractor's employees, normal wear and tear excepted.

2. Compliance with Applicable Law

Contractor shall comply, at Contractor's own expense, with all applicable laws, ordinances and regulations of any municipal, county, state, federal or other public authority with respect to the operation and use of the Garage; provided, however, that nothing herein shall be construed to require Contractor to make any physical improvements to the Garage beyond those described above. If, as a result of Contractor's operation of the Garage, any law, ordinance or regulation is violated then Contractor shall protect, save harmless, defend and indemnify Commission from and against any penalties, fines, costs and expenses, including legal fees and court costs incurred by Commission, caused by, or resulting from, or connected with such violation(s).

3. Hazardous Substances

(a) The Term "Hazardous Substances", as used in this Agreement, shall include, without limitation, flammable materials, explosives, radioactive materials, asbestos, polychlorinated byphenls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related material, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(b) Commission is not aware of any hazardous substances in, on or about the Garage. Commission agrees to hold harmless the Contractor for any hazardous substances found to have existed on the Garage prior to the commencement of this Agreement.

(c) Contractor shall not cause, or permit to occur, by its employees, agents or assigns, any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to Hazardous Substances or other environmental conditions on, under, or about the Garage, or arising from Contractor's operation of the Garage, including but not limited to, soil and groundwater conditions. Contractor and its employees, agents or assigns shall not cause or permit to occur the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of Hazardous Substances on, under or about the Garage or the transportation to or from the Garage of any Hazardous Substances.

(d) Contractor shall be solely liable for any Hazardous Substances deposited on or under the Garage found to result by any action or omission of Contractor or its employees, agents or assigns; provided however, that Contractor shall not be responsible for the presence of motor oil or fuel in the Garage that arises as the result of normal operations of Garage.

[Remainder of this page is intentionally left blank.]

IX. PROPOSER CERTIFICATION

**Each Proposer must read, agree to and sign this section.
Failure to do so may be grounds for proposal rejection.**

RFP 08-32: Station Place Parking Garage Management

1. The undersigned acknowledges receipt of Addenda Numbers ___ through ___ or ☐ N/A.
2. If selected to go to contract, prior to contract execution, Proposer shall: 1) be a legal entity that is [registered to transact business in the State of Oregon](#); 2) [obtain a City of Portland Business License](#); 3) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section VII of this RFP. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term. *(Note: these requirements are **not** a condition to propose and only apply to the selected Proposer.)*
3. Proposer certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state or federal tax law.
4. Proposer certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Proposer has not induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion or fraud to obtain for itself any advantage over any other Proposer or over PDC.
5. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to PDC, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
6. Proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due.
7. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in this proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Signature: _____ Date of Proposal: _____

Printed Name & Title: _____

Phone Number: _____ Email Address: _____

Proposer's Legal Business Name: _____

Proposer's Mailing Address: _____

Proposer's Federal Tax Identification Number (FEIN): _____

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers **must** complete, detach and return this Price Proposal Worksheet along with all other submittal requirements as set forth in Section V of this RFP, "Submittal Requirements & Evaluation Criteria."

A. Operator General Personnel Expenses: On-Site Parking Attendant, General Maintenance and Repair and Day Porter/Janitorial Fees

For the on-site parking attendant, general maintenance/repair and day porter/janitorial services Operator responsibilities as defined within Section IV of this RFP, indicate the **hourly labor rate**, including all fringe benefits and overhead costs included in this hourly rate.

A. Operator General Personnel Expenses			
Personnel Title	Hourly Rate (Straight Time)	Hourly Rate (x1.5 Time)	Hourly Rate (Double Time)
1. On-Site Parking Attendant	\$	\$	\$
2. General Maintenance/Repair	\$	\$	\$
3. Day Porter/Janitorial	\$	\$	\$
4. Other*:	\$	\$	\$
5. Other*:	\$	\$	\$

* If applicable, complete Personnel Title

B. Operator Administration Fees

For those administrative responsibilities and expenses to be performed by Operator's internal staff as defined within Section IV of this RFP, state the monthly fee of the following:

B. Operator Administration Fees	
Type of Fee	Monthly Charge
1. Supervisory fee	\$
2. Employees gross payroll	\$
3. Employees payroll taxes	\$
4. Accounting fee	\$
5. Operator liability insurance coverage	\$
6. Other**:	

** If applicable, fill in applicable charge

C. Monthly Management Fee Structure

Provide a fixed monthly parking lot management fee **and** a percentage of revenue management fees for the Operator responsibilities as defined within Section IV of this RFP. **PDC reserves the right to select which method of Operator management fee selected Operator will earn under an awarded contract**

C. Monthly Management Fee	
1. Fixed monthly fee for management of Garage	\$
2. A percentage of the monthly gross revenues for management of Garage	%

Microsoft Word version of this Worksheet is available upon request from the Solicitation Coordinator for this Request for Proposals.

**EXHIBIT B. Operating Income & Expense Summary:
July 2008 – February 2009**

Revenue and Expense Summary for the Garage: July 2007 – February 2009		
Gross Receipts	Total	Monthly Average
Transient Parking Fees	\$99,717	\$12,464
Contract Parking Fees	159,583	19,947
Presold Parking Fees	500	62
Validations	7,415	926
Totals:	\$267,215	\$33,401
Direct Cost Reimbursement Expenses	Total	Monthly Average
Attendant Gross Payroll	\$49,765	\$6,220
Attendant Payroll Taxes/Workers Comp	6,320	790
Attendant Benefits	1,764	220
Facilities Repair	17,568	2,196
Landscaping Services	670	84
Porter (Security/Janitorial) Gross Payroll	23,867	2,983
Porter Payroll Taxes/Workers Comp	3,080	385
Porter Benefits	1,057	132
Supplemental Janitorial	0	0
Elevator Maintenance Services	0	0
Revenue Control Equipment Maintenance	2,926	365
Credit Card Fees	3,927	490
Maintenance Supplies	2,199	274
Operations Supplies	1,815	226
Office Supplies	0	0
Tickets	0	0
Uniforms	207	25
Postage	0	0
Sweeping	0	0
Utilities	20,234	2,529
Snow Removal	0	0
Marketing Services	134	16
Signage	368	46
Miscellaneous	4,700	587
Totals:	\$140,604	\$17,575

END OF THIS RFP