



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for Proposals (RFP 13-2159)



Parking Garage Operations

RFP 13-2159

Metro Parks and Environmental Services Department

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Brian Kennedy
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503-797-1908

Procurement Analyst

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503-797-1648

Notice is hereby given that proposals for RFP 13-1648 for Parking Garage Operations shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on August 20, 2012. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

Request for Proposals (RFP 13-2159)

I. INTRODUCTION

The Parks and Environmental Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Parking Garage Operations. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The Parks and Environmental Services Department of Metro operates the parking garage at the Metro Regional Center. The selected Contractor shall provide management services and labor for the operations of this garage.

The Metro Regional Center has a 486 stall parking garage on site. A contracted operator currently manages daily operations, including two self-pay stations, at the Irving St. garage, and Metro staff primarily manages maintenance activities. Currently, the garage provides daily parking for \$6/day and monthly parking for \$90/month. As of April 2012, 274 spaces were leased to monthly customers. The Irving St. garage has been managed by a contractor since 2005.

The term of the contract resulting from this Request for Proposals is anticipated to be August 2012 through July 2013. This agreement may be renewed or extended for two (2) additional one-year periods at Metro's sole discretion.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to provide parking management services and labor for the Irving Street Garage.

The scope of work for parking structure management and operation contract is:

1. Parking Operations

- A. The minimum hours of operation for the Parking Structure will be:
 - a. The parking structure shall remain open 24 hours a day, 7 days a week.
 - b. The parking structure shall be staffed at from 6 a.m. to 2 p.m. Monday through Friday.
 - c. The parking structure shall remain opened and staffed for special event parking that is related to Metro and the Oregon Convention Center as requested by the Metro Regional Center's Operation Manager.
- B. The Contractor shall be responsible for recruitment, hiring and training of qualified personnel. It is required that the Contractor shall provide courteous, well-trained, informed and uniformed attendants staffing the Parking Structure.
- C. The Contractor will be required to provide self-pay stations on the 1st, 2nd and 3rd floors and will be supplied and maintained by the Contractor at their expense. The pay stations will accept cash, all major credit cards and coin. All transaction fees or other charges will be disclosed in the fiscal reports.

Request for Proposals (RFP 13-2159)

- D. The Contractor will be responsible for ensuring that the payment machines are adequately supplied with change, transaction tape, receipt tape, and are always maintained in good working order. These machines shall be checked daily.
- E. The Contractor shall be responsible for securing and depositing daily all revenue collected at contractor's bank on Metro's behalf.
- F. The Contractor shall provide for purchase by Metro, bulk daily parking passes (hangtag, scratch-off style) to provide to Metro visitors.
- G. The Contractor's attendants shall provide prompt service to patrons entering and exiting the parking structure. The attendant shall also be prepared to professionally handle exception transactions such as, but not limited to, lost tickets, insufficient funds, partial payments and payments by check. Additionally, the attendant shall be required to respond to patron's issues such as dead batteries, lockouts, flat tires and shall be required to report any criminal activity to the Portland Police.
- H. The Contractor shall create and maintain records of any and all criminal activity and complaints/suggestions rendered by Metro, the public or the Contractor's employees. The Contractor will provide a method for persons to make comments regarding the parking structure and actively consider implementation of reasonable suggestions offered by Metro, the public or the Contractor's employees regarding potential improvements to the delivery of parking management services. Copies, notes, or recordings of any and all such comments shall be provided to Metro on a monthly basis.
- I. 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 non-state or local government employer, but does not mean parking spaces leased directly to employees of any such entities.
- J. The Contractor shall administer current and new monthly parking permits, including:
 - a. Developing and maintaining actual permits (hangtags, stickers, etc.)
 - b. Mailing monthly parking customers new permits prior to the beginning of each month
 - c. Billing monthly parking customers
 - d. Communicating with monthly parking customers regarding any facility issues including scheduled or emergency closures, maintenance issues, or other items of concern.
- K. The Contractor shall be responsible for promoting the garage, including attracting both daily and monthly parking customers. Metro shall review and approve all promotional strategies. Contractor shall work with Metro staff from the Oregon Convention Center and Parks and Environmental Services Department to increase usage of the garage as well as work to improve the operations of the facility.
- L. The Contractor shall be responsible for enforcing payment, ticketing unpaid users, and collecting delinquent fees.
- M. The Contractor shall be responsible for providing parking facility signs, Metro must approve all signage changes in writing prior to installation and display.
- N. The Parking Structure shall be operated in a safe and clean manner. The Contractor shall be responsible for daily, weekly, and monthly maintenance of the Parking Structure. The Contractor shall be required to implement a schedule of work to keep the parking surfaces, walkways, and stairwells of the Parking Structure clean and free from debris and manage any support contracts (sweeping service, pressure washing). Metro will be responsible for the maintenance and operation of the Parking Structure elevator, fire protection systems, water, electrical, lighting, and landscaping.

Request for Proposals (RFP 13-2159)

- O. The Contractor shall provide the various users and customers with prompt telephone access to the parking manager/supervisor and/or company representative 24 hours per day, seven days per week, including holidays.
- P. The Contractor shall maximize revenues by sound revenue control policies and by minimizing operating costs, while complying all state, federal and local laws, regulations and safety requirements concerning the management and operation of parking structure.
- Q. All licenses and permits necessary for the operation of the parking structure shall be obtained and maintained in effect by the Contractor. Current copies of such documents shall be provided to Metro Operations Manager upon request.
- R. The Contractor agrees that upon request by Metro, it shall remove from Metro's premises any contractor's employee, who, in the opinion of Metro's Operation Manager behaves improperly; bringing any unauthorized personnel (including the employee's own children) into the facility; uses Metro equipment without authorization; or is not qualified, insubordinate, unwilling, unable to perform the work assigned. This type of action will be taken by the Contractor immediately to ensure the security and safety of Metro employees and property. The Contractor will not conduct disciplinary actions or termination of their employees on Metro property.
- S. The Contractor shall provide an Operations and Management Program for the management and operational aspects of the Parking Structure to Metro's Operations Manager. The Operations and Management Program should at address the following aspects of the Contractor's management and operation strategy:
 - a. Staffing plan
 - b. Revenue control plan (including internal control documentation and audit schedules)
 - c. Parking security plan
 - d. Traffic control plan
 - e. Signage plan
 - f. Equipment maintenance and operations
 - g. Customer/public relations strategies
 - h. Personnel management plans and employee training programs
 - i. Management Fee Proposal
 - j. Facility maintenance plans, including sweeping, litter pickup, and power washing of stairwells.

2. Administration and Financial Management

- A. The Contractor shall be responsible for completion of all reports required by Metro.
- B. The Contractor shall deposit all revenue daily at the contractor's bank on Metro's behalf.
- C. Reporting of all revenue and expenses shall be done monthly. Contractor shall provide a monthly income statement clearly showing gross receipts and gross expenditures.
- D. The monthly income statement will have the following information:
 - a. Gross Revenues
 - i. Cash/ Check/ Credit Card/ All Adjustments listed by date received.
 - ii. A report (or contractor bank credit card statement) listing the individual credit card transactions for that month as proof of the transactions.
 - iii. Each adjustment must be accompanied by an explanation.
 - b. Gross Expenditures

Request for Proposals (RFP 13-2159)

- i. Expenditures incurred by the contractor in fulfilling this contract will be documented and submitted monthly and itemized by vendor and date. This includes all expenses associated including labor and other services for the operation of Parking Structure, such as but not limited to sweeping, printing, advertising, signage, etc.
 - ii. All expenditures must be supported by documentation (invoice copies, internal work orders, etc.).
 - iii. The Monthly Management Fee for the month being billed.
- E. Contractor shall remit net revenue, defined as gross receipts less reimbursable expenses and fees, no later than the last business day of the month following the month being reported. If the last day falls on a weekend or a day Metro is closed, the report will be submitted on the first business day following.
- F. All required reports shall be submitted electronically.
- G. Contractor shall implement internal controls and reporting for all manual and electronic transactions that documents parking lot usage by category (monthly, daily, cash, charge, etc.) and reconciles reports to daily and monthly bank deposits.
- H. All ticket stubs shall be pre-numbered and contractor shall maintain controls to ensure all tickets are accounted for.
- I. Contractor shall provide the following monthly reports for statistical purposes:
 - a. Parking use categorized by monthly permit (regardless of place of employment), daily permit and special event usage.
 - b. Monthly parking permits for State of Oregon employees.
 - c. Names of all individuals and organizations with monthly parking permits in each month.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) At least five (5) years' experience operating a parking facility similar to the Irving St. Garage
- (2) Experience in marketing and promoting both daily and monthly parking availability

V. PROJECT ADMINISTRATION

Brian Kennedy, Metro's project manager, will administer the resulting contract. Proposer shall indicate one point of contact for the resulting contract.



600 NE Grand Ave.
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Request for Proposals (RFP 13-2159)

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Five (5) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman, RFP 13-2159
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information, which is not addressed in this RFP, will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to julie.hoffman@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on August 9, 2012.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Services, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain no more than twenty (20) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Approach/Project Work Plan: Describe the proposed operations and management of the facility. Include a proposed transition/implementation plan and schedule. Proposals shall include a sample Operations

Request for Proposals (RFP 13-2159)

and Management Program for the management and operational aspects of the facility. The summary should address the following aspects of the Proposer's management and operation strategy:

- a. Staffing plan
- b. Revenue control plan
- c. Parking security plans
- d. Traffic control plans
- e. Signage plan
- f. Equipment maintenance and operations
- g. Customer/public relations strategies
- h. Employee training programs

- C. Staffing/Site Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the operations. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The Contractor must assure responsibility for any sub-contractor work and shall be responsible for the day-to-day direction and internal management of the operations.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years, which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number.
- E. Cost/Budget: Present the proposed operations and management cost for the facility. Cost proposal should include the following components:
- Management fee and expense estimates for other required services (e.g. self-pay station lease, credit card transaction fees, etc.)
 - Estimated labor costs (facility attendant)
 - Hourly rates for additional labor
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

Request for Proposals (RFP 13-2159)

G. Sustainable Business Practices

- **Environment:** Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- **Economy:** Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- **Community:** Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also, include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Metro will begin contract negotiations with the highest ranked proposer. If contract negotiations are not successful, Metro will commence negotiations with the next ranked proposer. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. 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 waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) 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 any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind

Request for Proposals (RFP 13-2159)

with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	
1. Demonstration of understanding of Metro objectives	10
2. Proposed management and operations strategy	20
Project Staffing Experience	
1. Proposed Site Manager/staff experience	5
2. Similar operations experience	15
Budget/Cost Proposal	
1. Total management fee and estimated labor cost	30
Diversity	10
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
Sustainable Business Practices	10
1. Environment, Economy, Community	
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.



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Request for Proposals (RFP 13-2159)

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



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Request for Proposals (RFP 13-2159)

Sample of Personal Service Agreement over \$50,000

Metro Contract No:

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

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 Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment 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. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses 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 Metro and for any claims or disputes involving subcontractors.
6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro

Request for Proposals (RFP 13-2159)

and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro 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 Metro.

Request for Proposals (RFP 13-2159)

8. 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 Metro. 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 Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 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.

11. 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.

12. 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 without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) 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.

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

15. 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 may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the



600 NE Grand Ave.
 Portland, OR 97232-2736
 503-797-1700

Request for Proposals (RFP 13-2159)

remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact Firm Name Address City State Zip XXX-XXX-XXXX fax	To Metro:	Project Manager Name Metro 600 NE Grand Ave Portland, Oregon 97232 503-XXX-XXXX fax
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19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.** **REMOVE THIS SECTION IF IT DOES NOT APPLY TO THE CONTRACT**

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for Proposals (RFP 13-2159)

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.



Metro

600 NE Grand Ave.
Portland, OR 97232-2736
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Request for Proposals (RFP 13-2159)

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