

## Addendum One / RFP 13-2159

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### Parking Garage Operations

*Note: The following clarifications, changes, additions and deletions to Request for Proposal 13-2159, hereby become part of the Request for Proposals. It is essential that all prospective Proposers note the content of the Addendum.*

Metro Parks and Environmental Services is providing answers to the questions received from vendors as follows:

1. What is the current schedule for the RFP from submission, review, and award announcement?

The closing date for RFP 13-2159 is August 20, 2012 by the end of business. Staff anticipates completing the review and issuing the Notice of Intent to Award by August 31, 2012.

2. What are the scoring criteria/matrix and instructions being provided to the Evaluation/Review Committee?

The Review Committee will be scoring based on the description of the evaluation process as included in the RFP on page 9 (Section IX. Evaluation of Proposals). The Review Committee will not be provided any information beyond what is included in the proposals received and will score solely based on the criteria included in the RFP.

3. How many scorers will be on the Evaluation/Review Committee?

The Review Committee will have three members.

4. Who will be on the Evaluation/Review Committee?

The following staff will serve on the Review Committee:

Justin Patterson, Parks and Property Stewardship Program Director  
Brian Kennedy, Finance Manager  
Rory Greenfield, Acting Facilities and Fleet Manager

In addition, the Budget/Cost Proposal, Diversity and Sustainable Business Practice components of the proposals are scored by Metro's Procurement Services.

5. Who has final authority to award the contract?

As per the RFP, the contract award "will be made to the highest ranked Proposer according to the evaluation criteria."

6. Page 3, Section L of the RFP indicates that the contractor is responsible for "enforcing payment, ticketing unpaid users, and collecting delinquent fees." Can you please identify the system being used now to track parking violations and payments?

Answer is provided by current contracted operator:

Northwest Parking Control uses state-of-the-art handheld computers to track vehicles in violation and to issue and print easy to read Penalty Fee Notices. The handhelds allow NWPC to immediately identify frequent violators in the field. On the back-end, NWPC uses ParkTrak Pro to track and process Penalty Fee Notices. ParkTrak Pro is industry leading software used by more than 1200 companies, municipalities and educational institutions. ParkTrak Pro integrates with Nationwide Debt Recovery, which has access to over forty DMVs across the United States and Canada.

7. How many parking violations were issued and processed in each of 2010 and 2011 respectively?

2010\*: Issued – 66  
2011: Issued - 460

\*In 2010 large portions of the Irving St. Garage were closed for much of the year due to construction.

8. How much revenue was generated and collected from parking violations issued in each of 2010 and 2011 respectively?

	<u>Fines Issued</u>	<u>% Collected</u>	<u>% Voided</u>
2010:	\$2,288*	18%	74%
2011:	\$1,595.50	20%	71%

A collection percentage of 20% is well below our average for other facilities that feature pay-and-display meters, due to the fact that there are very few unique visitors to the facility. The overwhelming majority of those who use the facility are employees of Metro or the State of Oregon. They are familiar with the method of payment and the fact that the facility is frequently patrolled, so they are very unlikely to attempt to park without paying. Most of the Penalty Fee Notices that are issued are the result of a monthly parking subscriber forgetting their pass, which usually results in a cancellation of the notice, unless NWPC recognizes a pattern of abuse.

\*In 2010 large portions of the Irving St. Garage were closed for much of the year due to construction.

9. What is the total number of unpaid parking violations from 2010 and 2011 respectively?

	<u>Amount Due:</u>
2010:	\$200.00
2011:	\$1,520.00

10. What is the approximate revenue value of all unpaid parking citations that make up Metro's existing backlog?

See answer to question #9.

11. What is the current vendor's collection rate on the parking violations that are issued?

See answer to #8.

12. Doesn't this RFP put all bidders with the exception of the incumbent at a disadvantage if they have to purchase 3 pay of foot machines per page two of the RFP and "new" signs page 3 both of which are pretty expensive startup costs in an automated setting and accounts for thirty (30) percent of the overall score?

The current operator provides two self-pay stations. Metro anticipates bearing the cost of all self-pay machines as part of the management fee.

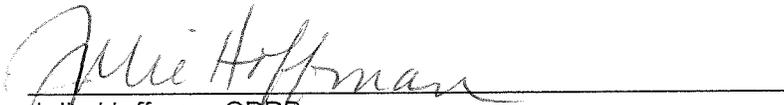
Metro anticipates working with the successful proposer in replacing and upgrading the signage at the facility at the start of the new contract regardless of the operator.

13. Can Metro provide a copy of the current management agreement?

A copy of the current management agreement is attached for reference. The contract resulting from this procurement will be based on the current Metro standard contract form as included with the RFP.

All other terms and conditions of the original RFP remain in full force.

Issued August 13, 2012

  
Julie Hoffman, CPPB  
Procurement Analyst





# Personal Services Agreement

## Operations and Parking Management Metro Regional Center

Contract # 928012

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 Star Park LLC, managing partner of the CM Group LLC, referred to herein as "Contractor," located at 610 SW Alder St, Suite 1221 Portland, OR 97205.

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 July 1, 2007, and shall remain in effect until and including June 30, 2010, unless terminated or extended as provided in this Agreement. After the initial three (3) year term ("Initial Term"), Metro reserves the right to extend the agreement for two (2) additional one-year periods ("Extended Term"). Metro shall solely determine whether contract will be extended and will do so based upon Contractor performance and contract pricing proposed for the additional term.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Compensation and Payment. Contractor shall invoice Metro monthly. Invoices will include all approved reimbursable expenses ("Approved Expenses") and the monthly management fee. Contractor will provide sufficient supporting detail of reimbursed expenses with the invoice.

The Management Fee payable by Metro to Contractor for management of the Garage, as specified in the Scope of Work and listed in Exhibit A shall be \$2,250 per month. If Metro requests additional services beyond the Scope of Work listed in Exhibit A, Contractor and Metro shall negotiate the terms and conditions of additional fees owed to Contractor. All work and additional fees beyond the Scope of Work will be documented in writing prior to commencement of work.

Metro shall pay Contractor for services performed and materials delivered as specified in the Scope of Work for a maximum sum not to exceed Two Hundred and Twelve Thousand and 00/100<sup>th</sup> Dollars (\$212,000). All amounts invoiced shall be due and payable on Net 10 day basis.

4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Commercial general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
  - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no



# Personal Services Agreement

employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

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

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 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 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 that Metro deems to be directly related to this contract. 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.



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- 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.
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. Subject to the right to cure as set forth in section 10, 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. Notice and Right to Cure. If Metro, in its sole discretion, determines that there is any loss, failure to make payment, or contract performance as noted in the Scope of Work, it will give written notice of its intent to withhold payment. Contractor shall have thirty days to fully cure the deficiency. If Contractor has not fully cured the deficiency at the end of thirty days then Metro shall again notify the Contractor that payment will be immediately be withheld pending cure.
11. 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.
12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may only be assigned or transferred with the prior written consent of Metro.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor thirty 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.



**METRO**

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

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15. 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.

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

**CONTRACTOR**

By *Mascher J*  
Title *EVP*  
Date *7/2/07*

**METRO**

By *William J. Murray*  
Title *CFO*  
Date *July 3, 2007*



Exhibit "A"

Scope of work for parking management of  
Metro Regional Center's parking structure

**INTRODUCTION**

Star Park (refer to herein as The Contractor) will provide Parking Management Services for its Grand & Irving Parking Structure (Garage). Metro requires parking management services that are of the highest quality. The Contractor will provide consistent and effective services, which meet standards that are beneficial to Metro, its employees, visitors and customers. The tasks necessary to perform the work are described in this scope of work. Being that it is neither practical nor possible to cover all operational issues or conditions, it is understood that the Contractor and Metro's Operations Manager will work in a collaborative manner to resolve questions/issues that arise in the management of the parking structure.

The scope of work for parking structure management and operation are:

1. The Contractor will be required to provide self-pay stations on the 2<sup>nd</sup> and 3<sup>rd</sup> floor and needed equipment. The pay stations will be supplied and maintained by the Contractor at their expense. The pay stations will accept cash, credit cards and coin. All transaction fees or other charges will be revealed in the fiscal reports.
2. 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.
3. The Contractor shall be responsible for recruitment, hiring and training of qualified personnel. It is expected that the Contractor shall provide courteous, well-trained, informed and uniformed attendants staffing the Parking Structure.
4. The Contractor shall be responsible for completion of all reports required by Metro, at no additional charge to Metro. Required reports are described in the Financial Reporting section of this document.
5. The Contractor shall be responsible for securing and depositing daily all revenue collected with an authorized teller at Metro's bank or authorized agent designated by Metro.



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## Management Services for Metro Parking Structure

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6. The parking structure must be carefully promoted. Metro shall review and approve all promotional strategies. It is important that the Contractor be able to work with Metro building/security staff and recommend ideas to improve operation.
7. Parking signage will be the responsibility of the Contractor to best provide information to patrons, this will be in keeping with the image of Metro and will require Metro's approval prior to installation and display.
8. 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.
9. 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). A copy of the schedule will be provided to Metro's Operations Manager.
10. 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.
11. Contractor shall provide accurate computations of monthly parking revenues and expenses.
12. Contractor shall ensure that the communication (both verbal and signage) to the public is clear and accurate as to Metro's parking validation program.
13. The Contractor shall provide parking validation equipment to Metro's front desk. The equipment and method of parking validation shall be easy to use and understand. The validation system shall have the ability to track usage for internal fiscal controls and departmental cost allocation.
14. The Contractor's attendants shall provide speedy service when patrons are 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 handle issues such as dead batteries, lockouts, flat tires and reporting criminal activity to the Portland Police.
15. The minimum hours of operation for the Parking Structure will be:



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## Management Services for Metro Parking Structure

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- The parking structure shall remain open 24 hours a day, 7 days a week.
  - The parking structure shall be staffed at from 6 a.m. to 2 p.m. Monday through Friday. Increase in service hours will require Metro approval.
  - 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.
  - Special event parking passes/permits will be provided to Metro's Operation Manager upon request.
16. Metro will be responsible for the maintenance and operation of the Parking Structure elevator, fire protection systems, water, electrical, lighting, and landscaping.
17. 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.
18. 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.
19. The Contractor shall maximize revenues by sound revenue control policies and by minimizing operating costs, while complying with the Scope of Work, or Metro agreement and any and all state, federal and local laws, regulations and safety requirements concerning the management and operation of parking structure.

## Reports-Financial

The Contractor will deposit all revenue daily at a banking institution named by Metro. Daily deposit slips will be provided by Metro and the contractor will report the deposit daily to Metro's Accounting Division at 600 N.E. Grand Avenue, Portland, Oregon.

Ticket Stub Reconciliation. The Contractor shall provide a ticket stub reconciliation that shows parking lot usage by category (monthly, daily, cash, charge, etc) that agrees to the total amount of cash deposits for the day (and summarized for the month). This reconciliation would use as its source documents the ticket stubs. Ticket stubs shall be pre-numbered and the contractor shall keep controls over usage of tickets and the numbering to assure all tickets are accounted for.



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## Management Services for Metro Parking Structure

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The Income Statement (Gross Revenues and Gross Expenditures) shall be submitted electronically on an accrual basis by complete month 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.

A scanned image is preferable. The Income Statement will have itemized information in separate easy-to-read columns including the following:

- Gross Revenues
  - Cash/ Check/ Credit Card/ All Adjustments listed by date received.
  - A report (or contractor bank credit card statement) listing the individual credit card transactions for that month as proof of the transactions.
  - Each adjustment must be accompanied by an explanation.
  
- Gross Expenditures
  - 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.
  - All expenditures must be supported by documentation (invoice copies, internal work orders, etc.).
  - The Monthly Management Fee for the month being billed.

After Metro approval, Metro will issue payment to the contractor for authorized expenditures and the management fee.

### Reports-Statistical Use

The contractor will provide monthly reports of parking use categorized by monthly permit (regardless of place of employment), daily permit and special event usage. In addition, the contractor will provide the names of Metro employees only with monthly parking in that particular month. This shall be on the same schedule as the financial reports.

Contractor will provide Metro reports as to the parking validation usage separated by day in the monthly financial reports.

### Code of Conduct

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, is rude or guilty of improper conduct; bringing any unauthorized personnel (including their own children) into the



# Personal Services Agreement

## Management Services for Metro Parking Structure

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facility; is involved with the unauthorized use of Metro equipment or is not qualified, insubordinate, unwilling, unable to perform the work assigned. This type of action will be taken by the Contractor without delay 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.

### **Operations and Management Program**

The Contractor will present a summary of an implementation program for the management and operational aspects of the Parking Structure to Metro's Operations Manager. The summary should at a minimum adequately address the following aspects of your company's proposed management and operation strategy.

Staffing Plan/Personnel Management

Auditing/Revenue Control

Parking Validation System

Security Plans and Initiatives

Traffic Control Plans

"A" Board Sign placement and permitting

Equipment Maintenance / Operation

Customer/ Public Relations Strategies

Employee Training Programs

Management Fee Proposal

Sweeping of lot, litter pickup, and power washing of stairwells.

Assist patrons with dead batteries, lock out or flat tires

