

Date: November 17, 2009



City of Portland, Oregon

RFP No. 111118

**REQUEST FOR PROPOSALS
for
PARKING GARAGE MANAGEMENT SERVICES**

PROPOSALS DUE: January 8, 2010 by 4:00 p.m.

Submit one (1) original, six (6) complete copies and one (1) CD of the Proposal to:

B. J. Gibson, CPPO
Bureau of Internal Business Services, Procurement Services
1120 SW Fifth Avenue, Room 750
Portland, Oregon 97204
bgibson@ci.portland.or.us

Refer questions to:

B. J. Gibson, CPPO
Procurement Supervisor
Bureau of Internal Business Services, Procurement Services
Phone: (503) 823-7665
Fax: (503) 279-3990 Email: bgibson@ci.portland.or.us

PROPOSAL TERMS AND CONDITIONS

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER - All respondents must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Purchasing Services, City of Portland, prior to contract execution.

SUSTAINABLE PROCUREMENT - The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/omf/index.cfm?c=37732>

As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

BUSINESS COMPLIANCE - Prior to execution of the contract, the Contractor shall provide City of Portland business license number, or shall provide proof of exemption from said license, as issued by the City of Portland Bureau of Revenue. Failure to do so within twenty (20) days after the respondent receives the tender of contract may result in withdrawal of the contract award. Information related to obtaining a business license may be found on the following website: <http://www.pdxbl.org/BizInfo/blfaq.html#licenses>.

ADDENDUMS - If, in the opinion of the Purchasing Agent, additional information or interpretation is needed by the bidders, an addendum will be issued. Any addendum or addenda issued by the Purchasing Agent, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing bids, Saturday, Sunday, and legal holidays not included, shall be binding upon the bidder. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

GOVERNING LAW - The provisions of any contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this contract. In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. These requirements may be found on the City of Portland's Procurement Services website: <http://www.portlandonline.com/omf/index.cfm?c=27353&>.

Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

AMERICANS WITH DISABILITIES ACT COMPLIANCE - Respondents agree that if awarded a contract, the successful Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify Procurement Services, (503) 823-6855, or TDD (503) 823-6868, at least two (2) business days prior to the required assistance.

SPECIAL CONDITIONS - Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

PUBLIC RECORDS - All information submitted by Offerors shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Offeror requests exception from disclosure consistent with Oregon or federal Law. Any portion of a proposal that the Offeror admits constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502, ORS 646.461 or applicable federal law. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

If a request to inspect the proposal is made, the City will notify the Offeror of the request. If the City refuses to release the records, the Offeror agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the record be disclosed, the City will notify the Offeror in order for the Offeror to take all appropriate legal action. The Offeror further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Offeror's records.

ORAL INSTRUCTIONS - Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective bidders shall not bind the City. Any changes or revisions to the specifications shall be binding only if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

TAXES - Taxes, whether State or Federal, shall not be included in the offered prices. A tax exemption certificate will be provided by the City upon request.

PART I PROPOSAL REQUIREMENTS

SECTION A GENERAL INFORMATION

1. INTRODUCTION: In accordance with ORS 223.835, the Portland City Council has the legislative authority to set parking rates and regulate the uses of the Garage System. The Bureau of Transportation (PBOT) is responsible for managing and maintaining all official business, operations and records for the City's six parking garages. The Portland Bureau of Transportation (PBOT) is charged with overseeing the operations and management of the Garage System in a manner that is financially sound while providing economical short-term parking, maximizing revenues through various marketing activities, and prudently managing cost. Presently the Bureau of Transportation is responsible for Parking Garage Management Services for the City's six (6) owned parking garages which total 3825 spaces within the Smart Park® parking portfolio.

The City has \$2,725,000 in outstanding tax-exempt parking revenue bonds. The final maturity of these bonds is April 1, 2013. The City expects to refinance these bonds with taxable obligations prior to the effective date of the parking management contract. As such, the City's contract with the successful parking garage manager will not be required to comply with Internal Revenue Service Qualified Management Contract rules for public facilities managed by a private operator.

The Garage System's mission is to support the economic vitality of the City by providing an affordable system of parking garages that meets the needs of the short term parkers. Parking fees are kept below market rate in order to promote shopper and visitor usage.

2. GENERAL: The six (6) City Parking Garages vary in design, traffic flow, and capacity. Construction of each garage is a reinforced concrete decking and support system. One of the garages has a two floor steel frame addition. Garage ingress/egress design is either by ramp or helix construction. Exterior treatments vary and include sealed concrete, brick masonry and stucco. Electronic hardware and software equipment has been installed to track record and report revenues. The hardware is AGP Amano® brand equipment and the software is McGann Count/Revenue/Card Access is the current software. Each garage has its own janitorial supplies and equipment which include Honda gas powered washers. The garages also have properties most of which are on the ground floor and include a variety of retail tenants who have come to expect the highest quality of customer service. The following are the six (6) garages under consideration for this request for proposal:

1 st and Jefferson Garage 120 SW Jefferson 960 Spaces	3 rd and Alder Garage 621 SW 3 rd 849 Spaces
10 th and Yamhill Garage*** 730 SW 10 th 794 Spaces	O'Bryant Square Parking 808 SW Stark 123 Spaces
4 th and Yamhill Garage 818 SW 4 th 650 Spaces	Naito and Davis Garage 33 NW Davis Street 449 Spaces 1 Heliport

*** During the next 5 years, one or more garages may be re-developed which may cause some interruption or all business operations to be suspended. Should this determination be made by the City of Portland that re-development requires needed and a suspension be required, all changes will be in accordance with Sections 32 and 33 of the Parking Garage Management Services Contract.

The Garage System's mission is to support the economic vitality of the City by providing an affordable system of parking garages that meet the needs of short term parkers. Parking fees are to be kept below market rate in order to promote shopper and visitor usage. Therefore, it will be the successful contractor's responsibility to manage and operate the City's garage facilities to assure affordable parking, assure maintenance and upkeep of the City's parking garages and equipment in good working condition while identifying innovative ways to market the garages within the portfolio, provide superior customer service, and reduce operational costs. The below listing identifies the parking rates presently enforce:

4TH/YAMHILL PARKING

WEEKDAY HOURLY		\$1.50
WEEKDAY HOURLY AFTER 1ST 4 HRS		\$4.00
WEEKDAY EVENING MAX		\$4.00
WEEKEND EVENING MAX		\$5.00
MONTHLY		\$155.00
RESERVED MONTHLY		\$175.00

1ST/JEFF PARKING

WEEKDAY HOURLY		\$1.50
WEEKDAY HOURLY AFTER 1ST 4 HRS		\$5.00
WEEKDAY EVENING MAX		\$4.00
MONTHLY		\$165.00
RESERVED MONTHLY		\$187.00

NAITO/DAVIS PARKING

WEEKDAY HOURLY		\$1.50
WEEKDAY DAILY MAX		\$7.00
WEEKDAY EVENING MAX		\$4.00
MONTHLY		\$130.00
RESERVED MONTHLY		\$150.00

10TH/YAMHILL PARKING

WEEKDAY HOURLY		\$1.50
WEEKDAY EVENING MAX		\$4.00
MONTHLY		\$155.00
RESERVED MONTHLY		\$175.00

3RD/ALDER PARKING

WEEKDAY HOURLY		\$1.50
WEEKDAY EVENING MAX		\$4.00
WEEKEND EVENING MAX		\$5.00
MONTHLY		\$155.00
RESERVED MONTHLY		\$175.00

O'BRYAN'T PARKING

WEEKDAY HOURLY		\$1.50
WEEKDAY 1ST 4 HOURS		\$6.00
WEEKDAY AFTER 1ST 4 HOURS		\$5.00
DAILY MAX		\$9.00
WEEKDAY EVENING MAX		\$4.00
WEEKEND EVENING MAX		\$5.00
MONTHLY		\$180.00
RESERVED MONTHLY		\$200.00

3. SCOPE OF WORK: The Contractor shall provide the City of Portland high quality, broad-based parking management services for the operation, maintenance, security, janitorial, and administration of the Parking Garage Management assets in a

manner that will provide the greatest degree of financial control to the City while providing superior levels of customer service to its users. All services and supplies shall be delivered and work shall be performed in accordance with Attachment A. Specific areas of desired expertise include the management and operating of the parking facilities by providing operational maintenance, bookkeeping, accounting and auditing functions, maintaining parking equipment and facilities by keeping them in a clean, safe, secure and presentable condition at all times. The City requires the Contractor to provide innovation, excellent customer service and committed on-site senior management who have the demonstrated expertise to maximize the parking garage income, control revenue and expenses, provide delivery of unparalleled customer service, suggest parking rates and operational recommendations in order to provide the optimum level of service and return on investment from this significant parking asset.

The Contractor shall have demonstrated expertise in income maximization, revenue and expense control, and delivery of unparalleled customer service, suggested parking rates and operational recommendations to provide the optimum level of service and return on investment from this significant parking asset.

As the Contractor for garage operations and management, contractor shall provide optimum level of service at all times and be responsible for management and performing the functions of a full-service operations firm, which will include, but not be limited to: recruiting, hiring, assigning, orienting, reassigning, counseling, disciplining and discharging the employees within the firm. Work under the resulting contract will include but not be limited to such categories as garage operations, marketing, technology and innovation, security, janitorial and accounting to consistently improve the overall financial performances of the garages through:

- Increased levels of revenue generation
- Attraction of new monthly and hourly users
- Development and implementation of creative marketing ideas for customer services
- Development of business/community relationships
- Reducing operating expenses through modernization, centralization of systems and processes, technology conversions and upgrades, or automated facilities
- Drawing from local labor resources to support the community

The Contractor will work closely with the City to develop a three-year facility operating budget which will be managed and adhered to by the Contractor. All expenses will be fixed for a one year time frame, normally considered the City's fiscal year.

The successful contractor will be expected to enter into a not-to-exceed Services Contract with the City (reference Exhibit A).

4. PROPOSAL INVITATION: This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. The City of Portland, Procurement Services is seeking proposals from qualified firms or contractors with demonstrated experience in the performance of and implementation of professional Parking Garage operational management to drive innovation into the processes, technologies and resources of the City's six separate parking operations. This RFP is for the City of Portland, Bureau of Transportation as directed by Procurement Services as identified herein in accordance with the requirements and provisions herein. The City is seeking high-quality, broad-based parking service providers supported by innovation, excellent customer service and committed on-site senior management.

Although a majority of the functions, performance standards and processes in this RFP reflect the current system in place, it is not intended in any way to limit respondents in developing a unique solution to the City's needs. It is the intent of this process to obtain detailed information demonstrating the abilities of each Offeror in meeting these objectives in conjunction with management offer for these properties. Of special interest will be any Incentive Management Fee arrangements.

Please refer to the enclosed documentation and provide detailed information addressing how your firm will devise a business plan to generate revenue, ensure the integrity of this revenue stream, control expenses and how you will meet our customer service requirements such as making our patrons have the best parking experience as possible. It is the intent of this process to obtain detailed information demonstrating the abilities of each Offeror to meet these objectives in conjunction with management offer for this property.

SECTION B GOALS AND OBJECTIVES

1. CITY GOALS AND DIRECTION: The City desires to improve and enhance the City parking garage operations that will provide for measurable results and maximize program efficiency, effectiveness and responsiveness, provide marketing innovation, cutting costs and maximizing revenue and thereby reduce operational costs. One way to accomplish this goal is to develop a contract with a Garage Management firm to assume responsibility for the overall operational management of the

City's six (6) separate parking garages; these garages will be operated and maintained by the successful Contractor on behalf of the City.

While specific goals and objectives have previously been mentioned within this proposal, none the less, the City's Contract will work to incorporate the following:

- a. The City will enter into a contract that will provide for the development, implementation and operation of an integrated parking system.
- b. Contract with a qualified Parking Garage Operational Management firm with demonstrated experience in high quality system management, quality customer service, consistent operation and maintenance.
- c. Provide professional, high quality Parking Garage Operational Management services that will provide accurate, accountable, timely, and responsive accounting of all revenues.
- d. Improve and integrate the City's parking garage operations.
- e. Contract for measurable results that are able to maximize program efficiency, effectiveness and responsiveness thereby reducing operational costs. This will include, but not be limited to development, deployment, management of, and ongoing improvements to processes, technologies and resources.
- f. Add long-term economic value to City facilities by utilizing solid operational techniques and thoughtful facilities management that will sustain the facilities well into the future.
- g. Recommend technology upgrades and/or options for each garage.

2. PROJECT OBJECTIVES: All results and/or outcomes of the current system, in terms of functional results, reporting requirements, and interfaces are required through this proposed solution: Improve the current environment to more effectively utilize information, maximize operational resources, provide for a sustainable operation, and thus reduce overall operating costs:

- a. Utilize and manage technology in an innovative, cost effective manner.
- b. Maximize efficiency in terms of timeliness and accuracy.
- c. Reduce operational costs.
- d. Increase operational effectiveness.
- e. Enhance service levels to the public, City partner agencies and retail clients.
- f. Advance the sharing of information between City and external (or internal, or both) user agencies.
- g. Demonstrate effective project management techniques and systems to monitor timelines.
- h. Demonstrate effective cost management techniques and systems to include expertise include income maximization, revenue and expense control.

SECTION C WORK REQUIREMENTS

1. OPERATIONAL AND MANAGEMENT REQUIREMENTS: Over the term of the contract, the successful contractor will be responsible for the operation and management of all identified City garage facilities. The Offeror shall establish and operate a Citywide Parking Garage System that offers both citizens and visitors ease of access and exemplary customer service. The successful Offeror shall work closely with designated City personnel in the planning, potential transitioning of operations, implementing new technologies, etc.

Any tasks or functions not specifically listed within this section are the sole and exclusive responsibility of the successful Offeror. The following are the City's Project Requirements for this Project, the successful Offeror shall:

- a. Provide all supplies, labor and materials to operate the facility in the most efficient, environmentally sensitive manner, including making recommendations regarding new technological requirements and innovations. Materials for operation of the garages may include, but not be limited to, personnel, uniforms, tickets, tags, cards and cleaning

supplies shall be provided by successful Offeror. Expense reports will reflect actual costs.

b. Replace and/or repair, at its cost, any on-site property-owned equipment damaged if the loss is through abuse or neglect by the contractor's personnel.

c. Be responsible for the completion of the following tasks: Parking sales transactions, collection of monthly parking revenues, issuance and control of validations, stamps or other methods of validation, parking access controls and/or cards and/or monthly parking permits, and maintenance of monthly parking lease agreements in conjunction with City's Parking Garage Manager, Garage Security during hours of operation, maintenance of the facility including a minimum of one power sweep per quarter and one power wash semi-annually. At a minimum, power washing of garage areas should be performed at least once per month or more often as required by facility use and shall include entire garage areas, not limited to entry/exit ramps, high traffic areas and elevator lobbies.

d. Work in concert with the City of Portland, Bureau of Transportation for all aspects of accounting and reporting of City revenues and expenses incurred. The successful contractor shall be responsible for all accounts payable, accounts receivable, payroll, procurement, cash management, budgeting, capital expenses; more specifically the contractor will be responsible for the receipt of and accrual accounting of all parking garage revenues and expenses including cash handling and detail cash handling procedures, maintenance of accounting records of all income and expenses submitted to the City on a monthly basis, related to the operation and management of each parking facility.

e. Comply, at all times, with local, state, or federal rules, regulations and laws regarding anti-discrimination, equal opportunity in employment. Successful Offeror shall comply with all union requirements and City regulations where applicable including and fair wage requirements.

f. Attend monthly management meetings with the City's Parking Garage Manager, off-site management team, and on-site facility managers will meet to provide reporting, discuss the goals, objectives, successes, failures and subsequent performance as well as other pertinent information applicable to the City of Portland.

g. Provide quality customer service. Customer service is a critical component of the City's business strategies and the parking service is viewed as an important part in accomplishing that objective. Therefore, a primary responsibility of each employee, manager, and supervisor is to be provide quality customer service and a pleasant parking experience.

h. Have a demonstrated ability to manage financial responsibilities in order to provide operational maintenance, bookkeeping, accounting and auditing functions.

i. Provide to the City an annual financial and management audit of their performance as prepared by an independent CPA firm and subject to the approval of the City. The City reserves the right to audit any aspect of the proposer's operation at any time without prior notice. The successful contractor shall be responsible for program analysis, audits, reports, and surveys that will be provided to the City Parking Garage Manager at a designated or agreed upon schedule, such as:

1) Parking Analysis: The Contractor shall provide an analysis of the various parking mix options per garage and revenue possibilities to be made available by the Contractor as agreed upon by the contractual parties.

2) Revenue Audits: The Offeror's Facility Manager shall perform 1 audit per week per facility and shall submit each audit to the City's Parking Garage Manager for review within seven week days following the audit. Audits shall include a reconciliation of parking fees, tickets collected, cashier activity reports and lane counts.

3) Financial reports: The Contractor shall prepare and submit a monthly P & L report, variance report for each facility, and other reports that will be agreed upon between the City and Contractor. A check for the Net Operating Surplus (Total gross income minus total expenses and management fee) will be attached and submitted to the City by the 20th of each month.

4) Surveys: Quarterly rate surveys shall be provided to the City of Portland along with annual customer satisfaction surveys per garage within fifteen work (days) following the end of the quarter or as agreed upon by the contractual parties.

2. STAFFING RESPONSIBILITIES: The successful Contractor shall employ all on-site personnel, including the on-site facility managers, supervisors, parking attendants, cashiers, accounting staff, custodial staff, security officers and other personnel necessary for the efficient operation and conduct of the facilities. The successful contractor shall provide other

duties as indicated, but not limited to:

a. Contractor shall be responsible for having carefully interviewed and screened all personnel; all personnel shall be bonded as part of this contract. Under the proposed management agreement, the Contractor will not charge City for any personnel who are not on-site employees or the designation of a full or partly allocated garage manager.

b. Contractor shall insure the following Employment Standards are complied with and enforced throughout the term of the contract:

- 1) United States of America citizenship or verified legal alien status.
- 2) At least eighteen (18) years of age.
- 3) Sufficiently fluent in English so as to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by Manager; (c) understand the safety and operating instructions on any equipment used; (d) communicate with emergency personnel during building emergencies; and (5) be trained and experienced in the parking and driving of automobiles.
- 4) No known criminal background or record of conviction for other than minor vehicle code/traffic violations. Valets must have clean driving record without recent moving violations.
- 5) Must possess a current, valid U.S. driver's license permitting operation of a two-axle vehicle.
- 6) Ability to perform normal or emergency duties requiring moderate to arduous physical exertion.

c. Contractor shall maintain operations, security and janitorial staff that are properly uniformed, neat, clean and well groomed in appearance while on duty. This standard shall include a crisp, clean, well fitted, consistent "buttoned up" image. The successful contractor shall supply uniforms and assure that they are cleaned and maintained throughout the duration of the Contract. The successful contractor in conjunction with City's Parking Garage Managers shall select and approve all uniforms used and there shall be no structure which requires employees to advance or draw from their wages any cost associated with the uniforms, including during their probationary employment. All personnel shall wear proper identification tags. Successful Offeror will clean and maintain, or arrange to have cleaned and maintained uniforms so as to assure a neat appearance to the satisfaction of schedules and staffing and direct, when necessary, the modification, repair, or replacement of all such uniforms at the successful Contractor's sole cost and expense.

d. Contractor shall ensure that all of its employees and agents abide by established City, state and federal safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the City's operations (including ADA).

e. Contractor shall conduct a criminal background investigation on every employee with access to credit card information.

f. Contractor shall maintain and show evidence of adequate staffing and well trained accounting back-up and supervisory staff ready to assist Facility Manager immediately in such events as personnel absence, tardiness, or replacement; flood, fire, other emergency or unusual circumstance. Any and all employees of the successful Contractor not deemed satisfactory to the City's Parking Garage Manager shall be replaced immediately in accordance with existing Local, State and Federal law.

3. REIMBURSEMENT: Budget and cost containment are important factors under the proposed operations and management contract. The Contractor will work closely with the City to develop a three-year facility operating budget which will be managed and adhered to by the Contractor. All expenses will be fixed for a one year time frame, normally considered the City's fiscal year. The following will be adhered to during the course of the proposed contract:

a. The City shall not reimburse Contractor for any general overhead expense items which may include but shall not be limited to: administrative and related costs and expenses incurred in the operation of the facility, maintenance of the general books and records of Contractor, office supplies and equipment used by Contractor which are not used exclusively for the facility, postal, telephone, and travel expense related to the management of the parking operations (except for the cost of the telephones located in the facility), accounting staff, office space off-site, regional parking manager, travel expenses, and the cost of any managers or supervisors who are not employed in the facilities on a full-time basis.

b. The Contractor will not be compensated for any additional services performed unless approved under separate written agreement by designated City Project Manager.

- c. Contractor shall not expend, without City's prior written approval, more than five hundred dollars (\$500) in any one calendar month over the amount budgeted for such calendar month in connection with the purchase of supplies (such as parking tickets and report forms) and equipment (such as gate arms and time clocks).
- d. City shall pay all related taxes relating to the operation of the parking garage portfolio, assessments, levies and other governmental fees and charges.
- e. Contractor shall pay monthly revenue by the 20th of each month. Contractor shall obtain City's written approval for any individual expenditure not listed above.

4. WORK PERFORMED BY THE CITY: Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the contractor and provide such information as required. The Portland Bureau of Transportation has assigned a project manager who will oversee the work and provide support as needed: Charles Dummett. Mr. Dummett may be reached at 503-823-7527 or Charles.Dummett@trans.ci.portland.or.us.

As part of the Offeror's response, the Offeror shall provide a complete and detailed listing of project tasks and responsibilities that the Offeror believes only the City can perform. Such responsibilities may include, but shall not be limited to: work, tasks, access to City facilities or the City data and transmission network, issuance of permits, gaining approval, providing test witnesses, and providing trainees. The resulting information will be considered a part of the Offeror's Project Approach and Understanding and scored therewith.

Prior to the execution of a contract, the successful Offeror and the City shall agree upon and approve the final list of City responsibilities and a schedule for completion. This listing will represent the City's limited responsibilities under the Contract and unless otherwise notified by the Contractor, it shall be understood that the City shall have met all obligations under the Contract.

5. RESPONSIBILITIES OF THE PARTIES: As part of the Offeror's response the Offeror shall provide a complete and detailed listing of project task responsibilities that are required for completion of the project scope of work. During contract negotiation with the successful Offeror, the City will review and discuss this listing with the successful Offeror. At that time, each and every unassigned project responsibility will be assigned to the successful Offeror (subcontractors, if any), the City, or a designated third party, tasks or functions not specifically listed within this section are the sole and exclusive responsibility of the successful Offeror/Contractor.

6. DELIVERABLES AND SCHEDULE: Deliverables shall be considered those tangible resulting work products which are to be delivered to the Bureau of Transportation such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables for this project include:

- a. Revenue Audits: Complete 1 audit per week per facility and each audit submitted to the City's Parking Garage Manager within seven week days following the audit. Audits shall include a reconciliation of parking fees, tickets collected, cashier activity reports and lane counts.
- b. Financial reports: Prepare and submit a monthly P & L report, variance report for each facility, and other reports that will be agreed upon between the City and Contractor. A check for the Net Operating Surplus (Total gross income minus total expenses and management fee) will be attached and submitted to the City by the 20th of each month.
- c. Surveys: Provide a quarterly rate surveys along with annual customer satisfaction surveys for each garage within fifteen work (days) following the end of the quarter.
- d. Parking Analysis: The Contractor shall provide an analysis of the various parking mix options and revenue possibilities to be made available by the Contractor as agreed upon by the contractual parties.

All deliverables and resulting work products from the contract will become the property of the City of Portland.

7. PLACE OF PERFORMANCE: Performance of the work for this project will be performed throughout the City of Portland parking facilities at the specified locations listed in the General Information section of this RFP. On-going status reviews and meetings with City staff may occur either at the City's or Successful Offeror's facilities.

8. PERIOD OF PERFORMANCE: The initial term of this Contract shall be for three years. It is anticipated it will begin on July 1, 2010 and shall expire on June 30, 2013 unless terminated sooner as provided herein. The parties may agree, by mutual consent, to extend the contract for an additional two year period, taken individually or in multiple years, for a total contractual period of not more than five (5) years. Following Council approval, the contract may be extended an additional five (5) years, taken individually or in multiple years. However, nothing binds or requires either party to extend this Contract. The total term of this Contract shall not exceed ten (10) years.

9. INSURANCE – PROOF OF COVERAGE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

Insurance - Public Liability and Property Damage

The contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$2,000,000 per occurrence that protects the contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the contractor's work under this contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the contract.

Certificate of Insurance

As evidence of the required insurance coverage, contractor shall furnish acceptable insurance certificates to the City with the return of the signed contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The Contractor shall file with the City of Portland Auditor a certificate evidencing such insurance, together with the proper endorsement, which will be subject to the approval of the City Attorney as to the adequacy of protection.

10. PUBLIC SAFETY: Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. The Offeror shall anticipate delays in such places and include the cost of delay in the costs in its proposal. The Offeror's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Offeror's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

11. PROJECT SCHEDULE: The following timeline will be observed by all parties and will be officially changed when determined to be in the best interest of the City:

Planned Event	End Date
Mandatory Pre-Proposal Meeting	December 4, 2009
Deadline RFP Questions/Clarifications	December 29, 2009
Deadline for Submission of Proposal	January 8, 2010
Evaluation Committee results due	January 18, 2010

Notice of Intent to Award	February 18, 2010
Negotiations with potential contractor begin	February 25, 2010
Target date for commencement of contract	July 1, 2010

SECTION C ATTACHMENTS

1. **Exhibit A - SAMPLE SERVICES CONTRACT:** The sample services contract, shown as Exhibit A is the City's standard contract for these services and will be used as a result of this selection process. Any deviations from this contract shall be clearly identified in the proposal.
2. **Attachment A – STATEMENT OF WORK**
3. **Attachment B – NON-DISCLOSURE AGREEMENT**
4. **Attachment C – PROJECTED FACILITY OPERATING BUDGET** (per garage for the first five years)
5. **Attachment D - STAFFING SCHEDULE** (per garage for first three years)*
6. **Appendix A - PUBLIC CONTRACTING**
7. **Exhibit B – PORTLAND/SALEM CONSUMER PRICE INDEX – WAGE EARNERS (CPI-w) MEMO**

* Should the Offeror determine Garage Drawings are necessary in order to provide a true, accurate budget and staffing schedule, the Offeror may obtain the necessary drawings and shall bear all cost of obtaining such drawings by contacting the Office of Management & Finance.

PART II PROPOSAL DEVELOPMENT

SECTION A PROPOSAL PREPARATION

1. PRE-PROPOSAL MEETING: There will be a pre-proposal meeting and site visit scheduled for this project on December 4, 2009 at 2:00 p.m. in the Portland Building, Columbia River Room, at 1120 SW Fifth Avenue, 7th Floor. This is a mandatory meeting therefore, all Offerors will be required to attend if they intend to submit a proposal.

2. INVESTIGATION: The Offeror shall make all investigations necessary to inform itself regarding the work or services to be furnished

3. QUESTIONS OR CLARIFICATIONS: It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

B. J. Gibson, CPPO
Purchasing Services
1120 SW Fifth Avenue, Room 750
Portland, Oregon 97204
bgibson@ci.portland.or.us

Phone: (503) 823-7665
Fax: (503) 823-6865

If, in the opinion of the Purchasing Agent, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Purchasing Agent, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

4. CONTRACT REVIEW: The Services Contract as attached hereto contains the terms and conditions that will govern this Contract between the City of Portland and the successful Offeror. The City of Portland is not inclined to negotiate any portion of this contract, however, if an Offeror believes any of the terms and conditions contained in the City's contract are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the contract document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the Offeror would like to negotiate, an explanation of why the Offeror believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. **Requests that state the entire contract be negotiated will not be considered.** If the City decides that a contract term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard contract terms.

THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE CONTRACT. **ANY PROPOSAL WHICH TAKES EXCEPTION TO TERMS AND CONDITIONS OF THE SAMPLE CONTRACT THAT HAVE NOT BE IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE OR NEGOTIATION OF OTHER TERMS AND CONDITIONS SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SHALL BE REJECTED.**

5. COST OF RESPONDING: This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

6. PERMITS AND LICENSES: The successful respondent shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the contract.

7. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING: The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The successful contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Purchasing Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

8. CHANGES TO THIS RFP: The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

SECTION B PROPOSAL SUBMISSION

1. PROPOSALS DUE: By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Sealed proposals must be received in this office no later than the date shown on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the Offeror. Responses received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing will be returned to the Offeror unopened.

2. PROPOSAL: Proposals must be clear, succinct and not exceed thirty (30) pages, excluding Attachment materials. Offerors who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. PROPOSAL SUBMISSION: Security and confidentiality of the transmitted data: For purposes of this proposal submission, one (1) complete original printed copy of the proposal shall be submitted. The entire proposal shall be received at the place and on or before the time and date specified on the first page of the proposal document. The City is interested in the quality of proposal content, innovative business play, and technical options that will improve efficiency, provide for quality customer service, and reduce operational costs as part of the response.

4. CONFLICT OF INTEREST: A respondent submitting a proposals thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP, has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent of the same request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5. PROPOSAL ORGANIZATION: The respondents must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond those stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

a. COVER LETTER: By submitting a response, the Offeror is accepting the Proposal Terms and Conditions of this Request for Proposal (reference second page of the proposal).

The Cover Letter must state the name of the person(s) authorized to represent the offeror in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street

addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

b. PROJECT TEAM: The Proposal must identify the approximate number of people to be assigned to the project per facility.

- 1) Team qualifications and experience on similar or related projects:
 - qualifications and relevant experience of prime consultant
 - qualifications and relevant experience of sub-consultants, if any
 - project manager's experience with similar projects
- 2) Names of key members who will be performing the work on this project, and:
 - their responsibilities on this project
 - current assignments and location
 - experience on similar or related projects
 - unique qualifications
 - percentage of their time that will be devoted to the project]
- 3) Management Approach – Identify lines of authority and responsibility to respond promptly to the scope of work.
- 4) Key Personnel - Provide key personnel's resumes that demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in the scope of work description.

c. OFFEROR'S CAPABILITIES: It is important to the City that the successful Contractor has had significant experience with similar operational and management projects and has the on-going capability to manage the proposed project for the duration of the contract. The Offeror must provide the following as part of their proposal:

1. Describe similar projects performed within the last 10 years which best characterize your firm's capabilities, work quality, customer service, and cost control. Provide evidence of managing multiple facilities with automated equipment and/or centralized facilities using current parking access and revenue control systems that focused on reducing labor costs.
2. Describe similar projects with other government agencies.
3. Describe firm's resources available to perform the work for the duration of the project and other on-going projects.
4. Describe firm's internal procedures and/or policies associated or related to work quality and cost control including all accounting policies and procedures.
5. Describe firm's management and organizational capabilities including the firm's detailed cash handling procedures and auditing and revenue control procedures.
6. Provide a customer service plan that will include how the Offeror will develop customer service into superior customer service and how the unique requirements and needs of the City will be met as well as how the advanced level of customer service may be met.
7. Provide a brief overview of the firm's proposed marketing strategy for delivering positive customer service while maximizing the City's revenues. The Offeror will identify the strategies that are intended to be implemented. If special events are held in and around one or more of the parking structures, please explain the strategy used to accommodate additional parking demand generated by such an activity and what, if any, promotions would be utilized.

d. PROJECT APPROACH AND UNDERSTANDING: The Offeror's approach and understanding of the project is an important aspect of this RFP process. Additionally, any innovations to the organizational or management structure that can be considered for this project will be incorporated within this section of the proposal response; specifically identify all innovations included within the proposal response. The Offeror should provide a clear and concise understanding of this project and clarify any major issues based upon existing information. The response should include:

1. Provide an outline of an implementation strategy which will address management and operational aspects and requirements of the parking facilities during the first three to four months of the program. This strategy should address such things as: new staffing plan, auditing and revenue control procedures,

customer/public relations, initial employee training, and facility opening procedures,

2. Describe the proposed work, tasks and activities, the methodology that will be used to accomplish them, and identify the team members who will work on each task. Describe the proposed work products that will result from each task or activity. Identify points of input and review with City staff. Identify the time frame estimated to complete each task.
3. Develop an on-going staffing plan, personnel management, employee training programs, employee selection and procedures to reduce employee turnover.
4. Identify the proposed equipment maintenance and operational plan for the garage facilities, building systems, and revenue control.
5. Describe all innovations and cost saving processes identified for this project. Identify any proposed upgrades to the parking facilities that could be done either immediately or over the course of the contract which will incorporate cost cutting measures and technological changes.

Special attention will be given for Incentive Management Fee arrangements. Please refer to the enclosed documentation and provide detailed information addressing how your firm will devise a business plan to generate revenue, ensure the integrity of this revenue stream, control expenses and will meet the City's customer service requirements such as allowing our patrons to have the best parking experience as possible. Based upon the information provided, the Offeror will identify how many monthly parkers they would put into the garages and what the parameters would be in determining the number of monthly parkers per garage.

As part of the Offeror's response, the Offeror shall provide a complete and detailed listing of project tasks and responsibilities that the Offeror believes only the City can perform. Such responsibilities may include, but shall not be limited to: work, tasks, access to City facilities or the City data and transmission network, issuance of permits, gaining approval, providing test witnesses, and providing trainees.

e. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS: The City values diversity in its workforce and in the workforce of those who contract with the City and has a significant interest in extending contracting opportunities to Minority, Women, and Emerging Small Businesses (M/W/ESB) at both a prime and subcontracting level. The City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City contracts.

The City recognizes that there are several ways to meet this goal. The list below is provided as a catalyst to generate ideas on how Offerors may meet this goal:

- Internal work force, Equal Employment Opportunity, technical training and mentoring;
- Emphasize the way this project will provide developmental opportunities and sustainable business growth for certified M/W/ESB;
- Point to a long-term history of strategic alliances and partnership with M/W/ESBs that will be used to perform a commercially useful function on this project;
- Placing a particular emphasis on a project-specific partnership with M/W/ESBs;
- Carving out a meaningful scope of work based on the expertise of their M/W/ESB partner firm(s).

All Offerors responding to this solicitation shall address the following factors:

- a. MBE, WBE & ESB Certification
- b. Indicate if your firm is currently certified through the State of Oregon as an MBE, WBE or ESB. If not, what percentage of the project will be subcontracted out to M/W/ESBs?
- c. EEO & Workforce Diversity
 - Describe how your firm has historically provided opportunities for minorities and women to receive training and work within your firm.
 - Describe your existing relationships with M/W/ESB firms including a description of your supplier diversity program.
 - If your company currently has under representation of minorities or women within your current workforce, describe how over time you propose to remedy the underutilization.
 - Discuss any project-specific opportunities for technical training and/or employment of underrepresented groups you would commit to. Are there other outreach (through local schools or community-based

organizations) that you consider to be viable in light of the size and scope of this project? What resources might your firm address to such needs?

The City expects thoughtful consideration to be given to which EEO/Diversity and M/W/ESB program components make sense to individual Offerors on this particular project.

a. Provide a narrative description of the company's experience in promoting participation on the part of Minority-owned, Women-owned and Emerging Small Business (M/W/ESB) enterprises as partners, consultants or suppliers on previous projects.

b. Include a description of your firm's supplier diversity program:

- How long has it been in existence and what were the driving factors for establishing the program?
- What results has it had to increase your company's M/W/ESB participation?
- Who is the individual responsible for your company's M/W/ESB initiative? Provide their experience with the M/W/ESB community.

c. Discuss any innovative or particularly successful measures that your firm has undertaken to work with M/W/ESB firms on other projects.

d. Include a list of those certified M/W/ESB firms with which your firm has had a contractual relationship during the last twelve (12) months.

e. Describe your diversity solution where you, as the prime contractor, sub-contract services in a partnering relationship with a certified M/W/ESB firm:

- How do the M/W/ESB(s) that you partner with benefit from the relationship with your firm?
- Describe what you consider your first-tier diversity solution where you utilize a certified M/W/ESB firm as the prime contractor and your company works as an alliance partner.
- How do you evaluate the credentials of your M/W/ESB suppliers?
- Describe how your firm could increase the utilization of certified M/W/ESB firms in service of the City contract if you are the winning Offeror?

Describe your outreach plan to M/W/ESBs for this project.

If your firm is not utilizing existing relationships as described above or is able to undertake additional outreach to improve opportunities for minority, women, and emerging small business, describe your outreach program or plan for obtaining maximum utilization of M/W/ESB firms on this project. Offerors not drawing on existing relationships with M/W/ESB firms should describe what outreach efforts will be pursued in order to make contracting opportunities available to M/W/ESBs.

A suggested set of possible actions is listed below but firms may propose their own plan to make subcontracting opportunities available to M/W/ESBs:

- identify probable subcontracting opportunities by type of work, potential size of subcontract, etc.,
- advertising in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Just Out*, *Asian Reporter*, and/or other trade publications to notify potential M/W/ESBs and other diverse groups of contracting opportunities;
- utilizing certified M/W/ESB firms from the State of Oregon certification list, or other source, as a basis for direct outreach in likely subcontracting areas.
- meeting with potential M/W/ESB subcontractors in order to encourage collaboration and partnering.
- documenting proposals received from M/W/ESB firms and identify proposal(s) accepted and reasons for rejection of such proposals, if and proposals are rejected.
- providing mentoring, technical or other business development services to M/W/ESB team members.
- initiating other efforts as might be useful for this particular project.

M/W/ESB COMPLIANCE AND REPORTING

If your company will be utilizing M/W/ESBs on this project, please list those firms and detail their role within the present solicitation. The City will enforce all EEO/Diversity and M/W/ESB commitments submitted by the successful Offeror. All Offerors shall identify the following:

- The name of ALL subcontractors on the project;
- The names of all MBE, WBE and ESB firms. If firms have more than one certification (ESB and MBE) note that on the form; and
- The proposed scope or category of work for each subcontract
- If the Offeror will not be using any subcontractors, the Offeror will indicate "NONE" with the proposal.

f. **CONSIDERATION:** This statement shall specify the number of hours each staff member will work on each task. The proposal shall include the contractor's true estimated cost to perform the work irrespective of the City's anticipated or budgeted cost. Additionally, this cost shall include the hourly rates of each person associated with the project as compiled in Attachment C as well as the estimated number of hours each staff member will be expected to work on each task. Please complete and include the following attachments to your proposal response:

- Completion of Attachment C Projected Facility Operation Budget per garage for first three years
- Completion of Attachment D Staffing Schedule per garage for the first three years

6. **WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL:** Prior to the RFP opening, changes may be made provided the change is initiated by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

7. **LATE PROPOSALS** - Proposal responses received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to Procurement Services. It is the responsibility of the Offeror to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

8. **CANCELLATION** - The City of Portland reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews does not obligate the City to award a contract.

9. **REJECTION OF PROPOSALS** - The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so.

PART III PROPOSAL EVALUATION

SECTION A PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA: Each proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria	Maximum Score
a. Cover Letter	Ø
b. Project Team	10
c. Offeror's Capabilities	15
d. Project Understanding and Approach	25
e. Proposed Cost	35
g. Diversity in Employment and Contracting Requirements	<u>15</u>
TOTAL	100

2. PROPOSAL REVIEW: A selection review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the Committee members will evaluate each proposal based upon the criteria listed above. In order to assist the evaluation committee, they may seek outside expertise, including but not limited to technical advisors. For contracts over \$500,000, the Committee's recommendation will be submitted to the Portland City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

The Contractor shall be selected by the following process:

- A. A contractor evaluation committee will be appointed to evaluate submitted proposals.
- B. The committee will score the proposals according to the criteria, based on the information submitted.
- C. The committee will require a minimum of ten (10) working days to evaluate and rank the proposals.
- D. A short list of Offerors may be selected for oral interviews if deemed necessary.
- E. If oral interviews are determined to be necessary, the initial scoring will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.
- F. Negotiations will follow with the selected contractor, and if successful, the contractor and City will enter into a Parking Garage Management Services contract for the work.

3. CLARIFYING PROPOSAL DURING EVALUATION PERIOD: During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contractor contract.

4. PROPOSALS ARE PUBLIC RECORDS: All information submitted by Offerors shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Offeror requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the Offeror claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4).

If a request to inspect the proposal is made, the City will notify the Offeror of the request. If the City refuses to release the records, the Offeror agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the Offeror in order for the Offeror to take all appropriate legal action. The Offeror further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Offeror's records.

5. AWARD REVIEW AND PROTEST PROCEDURE: ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing Offerors during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Offerors as part of the contracting agency's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued."

REVIEW: Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Offerors shall designate information they consider exempt or conditionally exempt from disclosure by stamping

the word "Confidential" on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Offerors not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City's authority to withhold documents, as stated above.

PROTESTS: Offerors are permitted to challenge the City's decision to exclude the Offeror from the next step in the evaluation process and/or to award a contract. Depending on the nature of the protest, Offerors may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor's website.

Procurement Services shall post a Notice of Intent to Award to the successful Offeror. The Notice of Intent to Award shall be posted both on the Bureau's Internet Web Page and in the Procurement Services office location at 1120 SW 5th Avenue, Room 750, Portland, Oregon 97204.

An Offeror who is adversely affected or aggrieved by the award of contract or evaluation decision shall have seven (7) days after the issuance of the "Notice" to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if the Offeror would not be eligible to be awarded a contract if its protest were upheld. The Purchasing Agent will review any protest and issue a written decision. Whether there are further appeal processes depends on the discretion of the Purchasing Agent.

SECTION B CONTRACT AWARD

1. CONTRACTOR SELECTION: The City will award a contract to the contractor whose proposal is considered and evaluated as being the most advantageous to the City. The contractor selection process will be carried out under Portland City Code, Chapter 5.33.

2. CONTRACT DEVELOPMENT: The form of contract shall be the City's Parking Garage Management Services contract. Prior to final award, the successful Offeror agrees to make a thorough study of each parking garage facility and develop a final plan of operation which will be submitted to the City's Project Manager for review.

3. NOTICE OF INTENT TO AWARD: A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the contractor must receive a properly authorized purchase order or contract.

4. ASSIGNMENT OF ANTI-TRUST RIGHTS: By entering into a contract, the Contractor, for consideration paid to the contractor under the contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any services, goods or materials provided to the Contractor by any person, which services, goods or materials are used, in whole or in part, for the purpose of carrying out the contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any services, goods or materials provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the contractor that it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and

- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the State hereunder.

5. FAILURE TO EXECUTE CONTRACT: Failure on the part of the respondent to whom a contract is awarded to execute the contract and deliver the contract and required documents with the required bonding and insurance certificates within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the contract. Award may then be made to the next lowest Offeror or the work may be re-advertised, or otherwise as the City may decide.

EXHIBIT A – SERVICES CONTRACT

CONTRACT NO. _____

for

PARKING GARAGE MANAGEMENT SERVICES

This Contract, made and entered into this first day of July, 2010, by and between XXXXX a XXXXX (state) XXXXX Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

WITNESSETH:

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

Order of Precedence: In the event there is an perceived or actual conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be:

- Amendments
- This Agreement attached as Exhibit A to the RFP
- Attachment A, Statement of Work
- Attachment B, Independent Contractor Certification
- Attachment C, Projected Facility Operating Budget – per garage for the first five years
- Attachment D, Staffing Schedule – per garage for first three years
- Appendix A, Public Contracting

1. **SCOPE OF WORK:** The Contractor shall provide the City of Portland high quality, broad-based parking management services for the operation, maintenance, security, janitorial, and administration of the Parking Garage Management assets in a manner that will provide the greatest degree of financial control to the City while providing superior levels of customer service to its users. All services and supplies shall be delivered and work shall be performed in accordance with Attachment A. Specific areas of desired expertise include the management and operating of the parking facilities by providing operational maintenance, bookkeeping, accounting and auditing functions, maintaining parking equipment and facilities by keeping them in a clean, safe, secure and presentable condition at all times. The City requires the Contractor to provide innovation, excellent customer service and committed on-site senior management who have the demonstrated expertise to maximize the parking garage income, control revenue and expenses, provide delivery of unparalleled customer service, suggest parking rates and operational recommendations in order to provide the optimum level of service and return on investment from this significant parking asset.

The Contractor shall have demonstrated expertise in income maximization, revenue and expense control, and delivery of unparalleled customer service, suggested parking rates and operational recommendations to provide the optimum level of service and return on investment from this significant parking asset.

As the Contractor for garage operations and management, Contractor shall provide optimum level of service at all times and be responsible for management and performing the functions of a full-service operations firm, which will include, but not be limited to: recruiting, hiring, assigning, orienting, reassigning, counseling, disciplining and discharging the employees within the firm. Work under the Contract will include but not be limited to such categories as garage operations, marketing, technology

and innovation, security, janitorial and accounting to consistently improve the overall financial performances of the garages through:

- a. Increased levels of revenue generation
- b. Attraction of new monthly and hourly users
- c. Development and implementation of creative marketing ideas for customer services
- d. Development of business/community relationships
- e. Reducing operating expenses through modernization, centralization of systems and processes, technology conversions and upgrades, or automated facilities
- f. Drawing from local labor resources to support the community

The Contractor will work closely with the City to develop a three-year facility operating budget which will be managed and adhered to by the Contractor. All expenses will be fixed for a one year time frame, normally considered the City's fiscal year.

2. EFFECTIVE DATE AND DURATION: The initial term of this Contract shall begin on July 1, 2010 and shall expire on June 30, 2015 unless terminated sooner as provided herein. The parties may agree, by mutual consent, to extend this Contract for an additional two year period, taken individually or in multiple years for a total contractual period of not more than five (5) years. At least thirty (30) days prior to the expiration of the initial term, or extension, the parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. Following City Council approval, the Contract may be extended an additional five (5) years, taken individually or in multiple years. However, nothing binds or requires either party to extend this Contract. The total term of this Contract shall not exceed ten (10) years.

3. CONSIDERATION: The City agrees to pay Contractor a sum not to exceed \$XXXXX for completion of the work or receipt and acceptance of the goods. Interim payments shall be made to the Contractor according to the schedule identified in Attachment A.

4. INVOICING: The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
Bureau of Transportation
1120 SW Fifth Avenue Attn: Charles Dummett
Portland, OR 97204

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the services, goods and materials to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

5. INVOICE PAYMENT: Additional billing details may be agreed upon between the parties. Invoicing for services, goods and materials shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed services, goods and materials.

Revised invoices or billing adjustments shall apply only to services, goods and materials that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the services, goods and materials, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, services, goods and materials that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the parties, without prior written City approval.

ARTICLE II. Provision of services nor shipping of goods and materials shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor. The insurance requirements are as follows:

6. INSURANCE – PROOF OF COVERAGE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

Insurance - Public Liability and Property Damage

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract

The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

Certificate of Insurance

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed Contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The Contractor shall file with the City of Portland Auditor a certificate evidencing such insurance, together with the proper endorsement, which will be subject to the approval of the City Attorney as to the adequacy of protection.

7. NON-DISCLOSURE: Contractor acknowledges that all information disclosed by City Parking Manager to Contractor for the purpose of performing the services or which comes to the attention of Contractor during the course of performing said services, constitutes a valuable asset and is proprietary to Manager and City of Portland. A executed copy of the City's Non-Disclosure Agreement (reference Attachment B) shall become a part of this Contract.

Contractor also acknowledges the fiduciary relationship of Manager, City, and tenants of their respective clientele and their collective obligation to keep records confidential and proprietary. Contractor will not disclose any information about the RFP, negotiations, or subsequent Contract to any non-employee of Contractor not having a specific need to know in performance of services authorized hereunder.

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

STANDARD TERMS AND CONDITIONS

8. INDEPENDENT CONTRACTOR STATUS: The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

9. NO THIRD PARTY BENEFICIARIES: Contractor and City are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

10. 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.

11. SURVIVAL: The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

12. COMPLIANCE WITH APPLICABLE LAW: In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following [identify only those appropriate for the Contract]:

Certification as an EEO Affirmative Action Employer: The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through **XXXXX**. The certification will be maintained throughout the duration of the Contract.

Non-Discrimination in Employee Benefits (Equal Benefits): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: **XXXXX, Option XXXXX**.

Business License: The Contractor license # **XXXXX** is in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

13. GOVERNING LAW / VENUE: The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

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 L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

15. INDEMNITY: Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract.

16. ASSIGNMENT OF ANTI-TRUST RIGHTS: By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any services, goods or materials provided to the Contractor by any person, which services, goods or materials are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS

646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any services, goods or materials provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- a. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- b. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- c. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

17. SEVERABILITY: In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

18. FUNDING: In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

19. ASSIGNMENT AND SUBCONTRACTING: This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City 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.

20. LIENS: Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

21. ENVIRONMENTALLY PREFERABLE PROCUREMENT: Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Offerors are encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. Offerors are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

22. FORCE MAJEURE: Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

23. AMENDMENTS: All changes to this Contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. The City's Purchasing Agent is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or

apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Purchasing Agent, or to waive the approval of the City Attorney's office.

24. NON-WAIVER: No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

25. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES: The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the services, goods and materials. This includes planning for and integration of the services, goods and materials provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the city by the installation, operation, or maintenance of the services, goods and materials. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

26. ACCESS TO RECORDS: The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this 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.

27. AUDITS: The City, 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 ACCESS TO RECORDS at any time without prior notice. Audits shall be conducted in accordance with generally accepted auditing standards.

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 City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any 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 City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

28. EMPLOYEES NOT TO BENEFIT: No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

SPECIAL TERMS AND CONDITIONS

29. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

29. RIGHT TO CHANGE: The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the parties.

30. NOTICE: Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

CONTRACTOR:

XXXXX
XXXXX
XXXXX

CITY:

City of Portland
Bureau of Transportation
1120 SW Fifth Avenue,
Portland, OR 97204

Attn: XXXXX

Attn: Mr. Charles Dummett

If either party changes its address or if a party's representative changes, the other party shall be advised of such a change in writing, in accordance with this section.

31. EARLY TERMINATION OF CONTRACT: The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the 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 the party's intent to terminate. If the party has not entirely cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

32. SUSPENSION OF THE WORK: The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

33. CHANGES TO GARAGE OPERATIONS: During the term of this Contract, one or more garages may be re-developed which may cause some or all of the business operations within the garage shall be interrupted or suspended in accordance with Section 32 above. Should the City of Portland determinate that interruption or suspension of the work be required, the City will provide written notice to the Contractor of such suspension as early as possible but no later than sixty (60) days.

34. PAYMENT ON EARLY TERMINATION: In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for services, goods and materials in accordance with the Contract prior to the termination date and delivered to City provided that such services, goods and materials conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for services performed and goods delivered in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for services, goods or materials that the City cancels during the term of this Contract.

35. REMEDIES: In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may purchase services, goods and materials outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

36. PERMITS AND LICENSES: The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

37. INTELLECTUAL PROPERTY: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

a. Copyright: All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. Patent: If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

c. NON-DISCLOSURE FORM which is attached hereto and incorporated as Exhibit B.

38. SPECIFICATIONS: This Contract authorizes the Contractor to provide and the City to procure those services, goods, materials, and equipment, and establishes the terms and conditions for the City to obtain said services, goods, materials, and equipment from the Contractor. Services, goods, materials, and equipment to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those services, goods, materials, and

equipment described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

39. WARRANTY: The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The Contractor shall agree to repair and/or immediately replace without charge (including freight inbound and outbound) to City Users any product or part thereof, which proves to be defective or fails within the warranty period as specified.

40. PROPRIETARY AND CONFIDENTIAL INFORMATION: All information submitted by Contractor shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Contractor requests exemption from disclosure consistent with federal or Oregon law. Any portion that the Contractor claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. Documents with copyright must be clearly marked.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

41. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS: The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

42. OREGON HAZARD COMMUNICATION RULES: The Contractor(s) must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau, Division or garage that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Contract and justifiable cause for cancellation.

43. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING: The Contractor having submitted a bid agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only.

A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. The Contractor, by written notification, may decline to extend the prices and terms of this Contract to any and/or all other public agencies.

44. ENTIRE CONTRACT: This Contract and its Attachments represent the entire Contract between the parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the parties with respect thereto, whether written or oral.

ARTICLE IV. It is understood and agreed by the parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.

3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm

4. This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed in triplicate by their duly authorized representative(s), all on the day and year first above written.

XXXXXX

by _____

Name and Title
Address: XXXXX
XXXXX
Telephone No: XXXXX
Fax No: XXXXX

Approved as to form:

City Attorney

CITY OF PORTLAND

by _____
Purchasing Agent

INITIALS: bg

DATE: 11/17/09

ATTACHMENT A STATEMENT OF WORK

1. BACKGROUND: In accordance with ORS 223.835, the Portland City Council has the legislative authority to set parking rates and regulate the uses of the Garage System. The Bureau of Transportation (PBOT) is responsible for managing and maintaining all official business, operations and records for the City's six parking garages. The Portland Bureau of Transportation is charged with overseeing the Garage System in a manner that is financially sound while providing economical short-term parking, maximizing revenues through various marketing activities, and prudently managing cost. Presently the Bureau of Transportation is responsible for Parking Garage Management Services for the City's six (6) owned parking garages which total 3825 spaces within the Smart Park® parking portfolio.

The Garage System's mission is to support the economic vitality of the City by providing an affordable system of parking garages that meets the needs of the short term parkers. Parking fees are kept below market rate in order to promote shopper and visitor usage.

2. GENERAL: The six City Parking Garages vary in design, traffic flow, and capacity. Construction of each garage is a reinforced concrete decking and support system. One of the garages has a two floor steel frame addition. Garage ingress/egress design is either by ramp or helix construction. Exterior treatments vary and include sealed concrete, brick masonry and stucco. Electronic hardware and software equipment has been installed to track record and report revenues. The hardware is AGP Amano® brand equipment and the software is McGann Count/Revenue/Card Access is the current software. Each garage has its own janitorial supplies and hardware equipment Include hardware that is Honda gas powered washers. The garages also have properties most of which are on the ground floor and include a variety of retail tenants who have come to expect the highest quality of customer service. The following are the garages are under consideration for this request for proposal:

1st and Jefferson Garage
120 SW Jefferson
960 Spaces

3rd and Alder Garage
621 SW 3rd
849 Spaces

10th and Yamhill Garage***
730 SW 10th
794 Spaces

O'Bryant Square Parking
808 SW Stark
123 Spaces

4th and Yamhill Garage
818 SW 4th
650 Spaces

Naito and Davis Garage
33 NW Davis Street
449 Spaces
1 Heliport

*** *** During the next 5 years, one or more garages may be re-developed which may cause some interruption or all business operations to cease. Should this determination be made by the City of Portland and such a re-development agreement be undertaken, all changes will be in accordance with Section 30 of the Parking Garage Management Services Contract.

The Garage System's mission is to support the economic vitality of the City by providing an affordable system of parking garages that meets the needs of the short term parkers. Parking fees are kept below market rate to promote shopper and visitor usage. It is therefore, the Contractor's responsibility to assure affordable parking, maintain the City's parking garages and equipment in good working condition while identifying innovative ways to market and manage the garages within the portfolio and reduce operational costs.

3. OPERATIONAL AND MANAGEMENT REQUIREMENTS: Over the term of the Contract, the Contractor will be responsible for the operation and management of all identified City garage facilities. The Contractor shall establish and

operate a Citywide Parking Garage System that offers both citizens and visitors ease of access and exemplary customer service working closely with designated City personnel in the planning, potential transitioning of operations, implementing new technologies, etc.

Any tasks or functions not specifically listed within this section are the sole and exclusive responsibility of the Contractor. The following are the City's Project Requirements for this Project, the Contractor shall:

- a. Provide all supplies, labor and materials to operate the facility in the most efficient, environmentally sensitive manner, including making recommendations regarding new technological requirements and innovations. Materials for operation of the garages may include, but not be limited to, personnel, uniforms, tickets, tags, cards and cleaning supplies shall be provided by the Contractor. Expense reports will reflect actual costs.
- b. Replace and/or repair, at its cost, any on-site property-owned equipment damaged if the loss is through abuse or neglect by the Contractor's personnel.
- c. Be responsible for the completion of the following tasks: Parking sales transactions, collection of monthly parking revenues, issuance and control of validations, stamps or other methods of validation, parking access controls and/or cards and/or monthly parking permits, and maintenance of monthly parking lease agreements in conjunction with City's Parking Garage Manager, Garage Security during hours of operation, maintenance of the facility including a minimum of one power sweep per quarter and one power wash semi-annually. At a minimum, power washing of garage areas should be performed at least once per month or more often as required by facility use and shall include entire garage areas, not limited to entry/exit ramps, high traffic areas and elevator lobbies.
- d. Work in concert with the City of Portland, Bureau of Transportation for all aspects of accounting and reporting of City revenues and expenses incurred. The Contractor shall be responsible for all accounts payable, accounts receivable, payroll, procurement, cash management, budgeting, capital expenses; more specifically the Contractor will be responsible for the receipt of and accrual accounting of all parking garage revenues and expenses including cash handling and detail cash handling procedures, maintenance of accounting records of all income and expenses submitted to the City on a monthly basis, related to the operation and management of each parking facility.
- e. Comply, at all times, with local, state, or federal rules, regulations and laws regarding anti-discrimination, equal opportunity in employment. Contractor shall comply with all union requirements and City regulations where applicable including and fair wage requirements.
- f. Attend monthly management meetings with the City's Parking Garage Manager, off-site management team, and on-site facility managers will meet to provide reporting, discuss the goals, objectives, successes, failures and subsequent performance improvements and enhancements as well as other pertinent information applicable to the City of Portland.
- g. Provide quality customer service. Customer service is a critical component of the City's business strategies and the parking service is viewed as an important part in accomplishing that objective. Therefore, a primary responsibility of each employee, manager, and supervisor is to provide quality customer service and a pleasant parking experience.
- h. Have a demonstrated ability to manage financial responsibilities in order to provide operational maintenance, bookkeeping, accounting and auditing functions.
- i. Provide to the City an annual financial and management audit of their performance as prepared by an independent CPA firm and subject to the approval of the City. The City reserves the right to audit any aspect of the Contractor's operation at any time without prior notice. The Contractor shall be responsible for program analysis, audits, reports, and surveys that will be provided to the City Parking Garage Manager at a designated or agreed upon schedule, such as:

1) Parking Analysis: The Contractor shall provide an analysis of the various parking mix options per garage and revenue possibilities to be made available by the Contractor as agreed upon by the contractual parties.

2) Revenue Audits: The Contractor's Facility Manager shall perform 1 audit per week per facility and shall submit each audit to the City's Parking Garage Manager for review within seven week days following the audit. Audits shall include a reconciliation of parking fees, tickets collected, cashier activity reports and lane counts.

3) Financial reports: The Contractor shall prepare and submit a monthly P & L report, variance report for each facility, and other reports that will be agreed upon between the City and Contractor. A check for the

Net Operating Surplus (Total gross income minus total expenses and management fee) will be attached and submitted to the City by the 20th of each month.

4) Surveys: Quarterly rate surveys shall be provided to the City of Portland along with annual customer satisfaction surveys per garage within fifteen work (days) following the end of the quarter or as agreed upon by the contractual parties.

j. Incorporate a complete turnkey maintenance program for each of the garages which will include daily housekeeping, wash down and cleaning as required, rel-lamping, trash removal, power sweeping, snow removal as necessary and window cleaning.

4. STAFFING RESPONSIBILITIES: The Contractor shall employ all on-site personnel, including the on-site facility managers, supervisors, parking attendants, cashiers, accounting staff, custodial staff, security officers and other personnel necessary for the efficient operation and conduct of the facilities. The Contractor shall provide other duties as indicated, but not limited to:

a. Contractor shall be responsible for having carefully interviewed and screened all personnel; all personnel shall be bonded as part of this Contract. Under the proposed management agreement, the Contractor will not charge City for any personnel who are not on-site employees or the designation of a full or partly allocated garage manager.

b. Contractor shall insure the following Employment Standards are complied with and enforced throughout the term of the Contract:

- 1) United States of America citizenship or verified legal alien status.
- 2) At least eighteen (18) years of age.
- 3) Sufficiently fluent in English so as to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by Manager; (c) understand the safety and operating instructions on any equipment used; (d) communicate with emergency personnel during building emergencies; and (5) be trained and experienced in the parking and driving of automobiles.
- 4) No known criminal background or record of conviction for other than minor vehicle code/traffic violations. Valets must have clean driving record without recent moving violations.
- 5) Must possess a current, valid U.S. driver's license permitting operation of a two-axle vehicle.
- 6) Ability to perform normal or emergency duties requiring moderate to arduous physical exertion.

c. Contractor shall maintain operations, security and janitorial staff that are properly uniformed, neat, clean and well groomed in appearance while on duty. This standard shall include a crisp, clean, well fitted, consistent "buttoned up" image. The Contractor shall supply uniforms and assure that they are cleaned and maintained throughout the duration of the Contract. The Contractor in conjunction with City's Parking Garage Managers shall select and approve all uniforms used and there shall be no structure which requires employees to advance or draw from their wages any cost associated with the uniforms, including during their probationary employment. All personnel shall wear proper identification tags. Contractor will clean and maintain, or arrange to have cleaned and maintained uniforms so as to assure a neat appearance to the satisfaction of schedules and staffing and direct, when necessary, the modification, repair, or replacement of all such uniforms at the Contractor's sole cost and expense.

d. Contractor shall ensure that all of its employees and agents abide by established City, state and federal safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the City's operations (including ADA).

e. Contractor shall conduct a criminal background investigation on every employee with access to credit card information.

f. Contractor shall maintain and show evidence of adequate staffing and well trained accounting back-up and supervisory staff ready to assist Facility Manager immediately in such events as personnel absence, tardiness, or replacement; flood, fire, other emergency or unusual circumstance. Any and all employees of the Contractor not deemed satisfactory to the City's Parking Garage Manager shall be replaced immediately in accordance with existing Local, State and Federal law.

5. REIMBURSEMENT: Budget and cost containment are important factors under this Contract. The Contractor will work closely with the City to develop a three-year facility operating budget which will be managed and adhered to by the Contractor. All expenses will be fixed for a one year time frame, normally considered the City's fiscal year. The following will be adhered to during the course of the Contract:

- a. The City shall not reimburse Contractor for any general overhead expense items which may include but shall not be limited to: administrative and related costs and expenses incurred in the operation of the facility, maintenance of the general books and records of Contractor, office supplies and equipment used by Contractor which are not used exclusively for the facility, postal, telephone, and travel expense related to the management of the parking operations (except for the cost of the telephones located in the facility), accounting staff, office space off-site, regional parking manager, travel expenses, and the cost of any managers or supervisors who are not employed in the facilities on a full-time basis.
- b. The Contractor will not be compensated for any additional services performed unless approved under separate written agreement by designated City Project Manager.
- c. Contractor shall not expend, without City's prior written approval, more than five hundred dollars (\$500) in any one calendar month over the amount budgeted for such calendar month in connection with the purchase of supplies (such as parking tickets and report forms) and equipment (such as gate arms and time clocks).
- d. Contractor shall pay monthly revenue by the 20th of each month. Contractor shall obtain City's written approval for any individual expenditure not listed above.

6. WORK PERFORMED BY THE CITY: Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Portland Bureau of Transportation has assigned a project manager who will oversee the work and provide support as needed: Charles Dummett.

As part of the Contractor's response, the Contractor has provided a complete and detailed listing of project tasks and responsibilities that the Contractor believes only the City can perform which are as follows:

- a.
- b.
- c.

As part of the negotiation for this Contract, the Contractor and City have agreed upon and approved the above listing as the final list of City responsibilities and schedule for completion. This listing represents the City's limited responsibilities under the Contract and unless otherwise notified by the Contractor, it shall be understood that the City shall have met all obligations under the Contract.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

The City is a tax-exempt entity, but to the extent taxes are levied, the City shall pay all taxes relating to the operation of the parking garage portfolio (excluding parking revenue taxes), assessments, levies and other governmental fees and charges, assessed against the real and personal property and other improvements within the facility.

7. DELIVERABLES AND SCHEDULE: Deliverables shall be considered those tangible resulting work products which are to be delivered to the Bureau of Transportation such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables and schedule for this project shall include:

- a. Prior to final award, the Contractor agrees to make a thorough study of each parking garage facility and develop a final plan of operation which will be submitted to the City's Project Manager for review.
- b. Revenue Audits: Facility Manager shall perform 1 audit per week per facility and shall submit each audit to the City's Parking Garage Manager for review within seven days following the audit. Audits shall include a reconciliation of parking fees, tickets collected, cashier activity reports and lane counts.
- c. Financial reports: The Contractor shall prepare and submit a monthly P & L report, variance report for each facility, and other reports that will be agreed upon between the City and Contractor. A check for the Net Operating Surplus (Total gross income minus total expenses and management fee) will be attached and submitted to the City by the 20th of each month.
- d. Surveys: Quarterly rate surveys shall be provided to the City of Portland along with annual customer satisfaction surveys per garage within fifteen (15) calendar days following the end of the quarter or as agreed upon by the contractual Parties.
- e. Parking Analysis: Various parking mix and revenue analysis shall be made available on an "on call" basis.

All deliverables and resulting work products from the Contract will become the property of the City of Portland.

6. TIMELINESS: Contractor shall make every reasonable effort to meet established benchmarking and other deadlines. Circumstances that may delay the services from established dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedules in writing. In the event Contractor does not meet the established dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may enforce other remedies; the City will be entitled to reasonable compensation as stated under REMEDIES.

7. PRICES AND PRICE CHANGES: Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first year of the Contract. At the end of the one-year period following the date of acceptance, price changes may be allowed herein. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract if and when requested by the City. Following the end of the one year period referenced above, City and Contractor acknowledge that prices for services, goods and materials furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in Contractor's prices, rate plans, or product offerings. Such price changes shall be documented in writing between Contractor and City's Purchasing Agent as amendments.

Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's original proposal, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract Amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

8. ESCALATION/DE-ESCALATION CLAUSE: In accordance with PCC 3.99.020, the Office of Management and Finance will on a yearly basis review the Portland/Salem Consumer Price Index – Wage Earners (CPI-w) as well as the overall financial picture of the City of Portland (reference Exhibit A). At that time, the City will determine the Fair Wage compensation adjustment for security personnel, parking attendants or janitors under formal service contracts with the City. Pricing adjustments may be adjusted up or down but shall not exceed the Consumer Price Index (CPI) for the Portland/Vancouver Metropolitan Area based upon the most current CPI available at the time the order is placed, supported by submission of copies of the CPI. The City of Portland shall have the option of accepting the price increase or canceling the balance of the Contract. The Contractor shall notify the City of all price increases and decreases at least thirty (30) days in advance of the increase taking effect. No upward price adjustment of any sort will be allowed during the first year of the Contract period.

All decreases will be passed on the City as of the effective date, not at the end of the first year. Notification shall be in writing and will be confirmed in writing by the City of Portland. Additionally, all price reductions shall be passed on, in total, as of the effective date.

ATTACHMENT B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made as of XXXXX, XXXXX ("Effective Date") between XXXXX and its affiliates including but not limited to LIST ANY SUBS/AFFILIATES (hereinafter referred to as "Contractor ") and the City of Portland, (hereinafter referred to as "the City"). Contractor and the City may hereinafter be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

In furtherance of work to be conducted under Contract No. XXXXX, the Parties find it necessary and/or desirable for the Parties to disclose certain business and other information to each other that the other considers to be confidential, proprietary and/or a trade secret and in order to protect the confidentiality of such information, the Parties agree as follows:

AGREEMENT

1. Recitals: The Recitals set forth above are hereby incorporated into this Agreement/Amendment as though set forth in full herein.

2. Definition of Confidential Information: The term "Confidential Information" shall mean any and all tangible or intangible information that is or has been received by one Party (the "Recipient") from the other (the "Disclosing Party") that is:

- (a) Marked "Confidential", "Proprietary", "Copyrighted", or "Patent Pending" by the Disclosing Party or bears a mark of similar import by the Disclosing Party; or
- (b) Orally disclosed information or information in an intangible form that (i) is contemporaneously identified as Confidential Information by the Disclosing Party and a written statement describing such oral information or information in intangible form and identifying it as Confidential Information is delivered to the Recipient within thirty (30) days after disclosure; or (ii) from all relevant circumstances, a reasonable person would understand that such information is confidential and proprietary to the Disclosing Party; or
- (c) Information of the Disclosing Party that is not generally known in the relevant trade or industry, to the public or others who can obtain economic value from its disclosure, misappropriation or use; or

Such Confidential Information may, but shall not be limited to the following types of information (whether or not reduced to writing): Product requirements, proprietary system protocols, trade secrets, inventions, drawings, reports, charts, photos, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, research and development procedures, test results, product features and functionality (current and pending development), technical specifications, opinions, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information.

3. Excluded Information: Confidential Information shall not include information that:

- (a) Is information about the Disclosing Party or its products that was in the possession of the Recipient prior to its receipt from the Disclosing Party without an obligation to maintain its confidentiality;
- (b) Is or becomes generally known to the public without violation of this Agreement;
- (c) Is obtained by the Recipient from a third party without an obligation to maintain its confidentiality;
- (d) Is independently developed by the Recipient without use of the Disclosing Party's information;
- (e) Is disclosed by the Recipient with the prior written consent of the Disclosing Party; or
- (f) Is disclosed pursuant to the requirement or request of an individual, governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and sufficient notice is given by the Recipient to the Disclosing Party of any such requirement or request in order to permit the Disclosing Party to seek an appropriate protective order or exemption from such requirement, request or order.

4. Data Security Requirements: The Contractor, and Subcontractor if any, shall provide adequate security for all Confidential information received in electronic format. Electronic versions of the City's Confidential, Copyrighted and/or patented documents shall not be reproduced by the Contractor and Contractor's subcontractors, if any. Additional copies of any Confidential information may only be made with written permission of the City.

5. Procedure for Exchanging Confidential Information: The Parties agree that Confidential Information shall be

exchanged and shared between the Parties according to the following procedures:

- (a) Written and recorded Confidential Information exchanged and shared hereunder must be clearly marked "Confidential" and/or "© City of Portland" or bear a mark of similar import by the Disclosing Party either at the time it is disclosed or within 30 days thereafter; and
- (b) Where Confidential Information is orally disclosed, as set forth in Paragraph 2 (b) above, the Disclosing Party must give written notice that the disclosure is to be maintained in confidence at the time it is disclosed or within 30 days thereafter; and
- (c) Upon receipt of the Confidential Information hereunder, or in no event later than within 45 days of receipt, the Receiving Party shall provide the Disclosing Party written notice of any information the Receiving Party disputes is Confidential Information.

6. Use and Protection of Confidential Information: RECIPIENT AGREES IT SHALL ONLY USE CONFIDENTIAL INFORMATION FOR THE PURPOSES OF: ongoing work under Contract #XXXXX, Parking Garage Management Services response and documentation. Further, Recipient agrees to protect and treat as confidential any information that constitutes Confidential Information of the Disclosing Party. The Recipient of Confidential Information shall restrict the disclosure, dissemination and availability of Confidential Information to its directors, officers, employees and advisors with a demonstrable need to know such Confidential Information (the "Permitted Personnel"). The Recipient shall not:

- (a) Use any Confidential Information received by it in any way detrimental to the Disclosing Party;
- (b) Disclose or make available to any third party, including but not limited to consultants and other agents of the Receiving Party, any Confidential Information received by it without prior written consent of the Disclosing Party;
- (c) Reproduce or copy the Confidential Information without the prior written consent of the Disclosing Party;
- (d) Use any Confidential Information received by it to develop a product for sale;
- (e) Use any Confidential Information received by it to develop a product which is similar to or imitates products which are the subject of the Confidential Information; or
- (f) Otherwise use the Confidential Information received by it for its own benefit or the benefit of another, including without limitation, reverse engineering of any products through use of Confidential Information.

Each Party shall instruct their Permitted Personnel with regard to the restrictions on use of Confidential Information as well as this Agreement generally.

7. Rights to Confidential Information, No License: All Confidential Information received by the Recipient shall remain the sole and exclusive property of the Disclosing Party. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting to the other any rights, by license or otherwise, to any of the Disclosing Party's Confidential Information.
8. Removal: Recipient agrees not to remove (physically or electronically) any of the Disclosing Party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's prior written approval. The premises of the Disclosing Party shall include any location where the Disclosing Party regularly conducts business. Recipient also agrees to comply with any and all terms and conditions the Disclosing Party may impose upon the Recipient in connection with such approved removal.
9. Return: Upon the Disclosing Party's request, the Recipient shall promptly return all of the Disclosing Party's Confidential Information along with all copies thereof. At no time shall the Recipient possess such items longer than a period of 30 days after Contract expiration or termination. It is also agreed that all information of a Disclosing Party that may not constitute Confidential Information shall be the exclusive property of that Disclosing Party. Upon the Disclosing Party's request, the Recipient shall promptly return all such information along with all copies thereof. At no time shall the Recipient possess such items longer than 30 days after Contract expiration or termination.
10. Copies: The Recipient agrees not to reproduce or make copies of any Confidential Information without the written consent of the Disclosing Party and that any such copies made shall be returned to the other Party as specified in paragraph 8 above.
11. Agreement Supplements Other Rights and Remedies: Notwithstanding any term or provision hereunder to the contrary, this Agreement is supplementary to any and all rights and remedies the Parties' have or may have in the future under applicable local, State and Federal law. No provision or term of this Agreement shall be deemed to supplant or be deemed a waiver of the Parties' rights and remedies under applicable local, State and Federal law.
12. Remedies for Breach:
- (a) Contractor acknowledges that any publication or disclosure of City Personal and Confidential Information to others may cause immediate and irreparable harm to the City. The parties agree that money damages would be inadequate to remedy any breach of this Agreement. As a result, a non-breaching party shall be entitled to seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other

equitable relief as a remedy for any breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity.

- (b) Contractor agrees to instruct all such employees on these obligations with respect to use, copying, protection, and confidentiality of the Information and to provide City with signed forms as required by the City for all Contractor, and Subcontractor if any, staff assigned to or working on the project. If Contractor, and Subcontractor if any, should publish or disclose such City Personal and Confidential Information, the City shall immediately be entitled to seek temporary or permanent injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor, and Subcontractor if any, shall indemnify, defend, and hold harmless the City from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor, and Subcontractor if any, failure to protect City Personal and Confidential Information, provided that City notifies Contractor that such Information is determined to be City Personal and Confidential Information. Violation of information confidentiality and data security requirements shall be considered a breach of this Agreement and the Contract. Contractor's obligations under this paragraph will survive the termination of this Agreement and the Contract.

13. Notices: All notices and other communications to any Party hereunder shall be in writing and shall be deemed to have been duly given only if delivered (personally or by facsimile transmission) or mailed (by certified mail, return receipt requested, first class postage prepaid) to such Party at the address or the facsimile number set forth below each Party's signature to this Agreement. All such notices and other communications that are given as provided above will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by facsimile transmission, be deemed given when sent and confirmation receipt is received by the sender, and (iii) if delivered by mail, be deemed given two (2) business days following mailing. Any Party from time to time may change its notice recipient, address and/or facsimile number for the purposes of notice to that Party by giving notice to the other Party hereto specifying a new notice recipient, address and/or facsimile number in the manner specified in this paragraph.
14. Governing Law: This Agreement, including all matters of construction, validity and performance, shall be governed by, construed and enforced in accordance with the laws of the State of Oregon, as applied to contracts made and to be fully performed in such state, without regard to its conflict of law rules.
15. Amendment and Waiver: No amendment to this Agreement shall be valid and binding unless such amendment is agreed to in writing and signed by an authorized officer of each of the Parties. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Party to be charged with the waiver. No delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
16. Severability: In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
17. Successors and Assigns: This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall not be construed to confer any right, interest or benefit in favor of any other person or entity. Notwithstanding the foregoing, neither Party shall be entitled to neither assign nor transfer all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of the other Party.
18. Public Records Laws:
 - (a) Both Parties recognize that the City of Portland is a public entity subject to the Oregon Public Records Law, ORS 192.410 *et seq.*, the Oregon Public Meeting Law, ORS 192.610 *et seq.*, the Portland City Charter and federal law. The City's commitments to maintain certain information confidential under this agreement are all subject to the constraints of those laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.
 - (b) In the event that either Party is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise to disclose any confidential information, the Party so requested or required shall provide the other with prompt notice of such request(s) so that it may seek, at its own expense, an appropriate protective order or waiver of compliance with the terms of this Agreement. If, in the absence of a protective order or waiver, either party is compelled, in the opinion of its legal counsel, to disclose any confidential information, the party may make such disclosure after notice to the other.
 - (c) The Parties understand that third persons may claim that Confidential Information possessed of the City is by virtue of that possession a public record and subject to disclosure pursuant to Oregon law. The parties agree that if such claim is made the City shall immediately notify CONTRACTOR of the claim and the statutory deadline by which the City must disclose such information. CONTRACTOR may, at its cost, defend such claim and the City agrees to reasonably cooperate with CONTRACTOR in such defense. The

City agrees not to disclose any such proprietary information in response to any such claim until either a) CONTRACTOR fails to contest the release in advance of the City's statutory deadline to release the information or b) a final unappealable order from a court or agency having authority to issues such order shall have been issued. Any such disclosure shall be the minimum necessary to comply with a) the requested information and b) the requirements of the final order.

19. Survival: All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under the Contract prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this Contract or any respective Order and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and City. Nothing in this Agreement shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior approval of City's legal or contract review departments.
20. Entire Agreement: This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

XXXX ("Contractor")

By: _____
Date

Name and Title

Address: _____

Approved as to Form:

CITY OF PORTLAND ("City")

Office of the City Attorney Date

By: _____
Chief Procurement Officer, Acting Purchasing Agent Date

ATTACHMENT C **PROJECTED FACILITY OPERATING BUDGET** **PER GARAGE FOR THE FIRST FIVE YEARS**

PROJECTED FACILITY OPERATING BUDGET **FACILITY**

CALENDAR YEAR

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Income:													
Monthly													
Daily													
Validation													
Preferred Parker													
Total Income													
Expenses:													
Wages													
Paid Time Off and Training													
Bonus													
Employee Health Benefit													
Labor Load													
Uniforms & Laundry													
General Liability													
Janitorial Services													
General Maintenance													
Maintenance Services													
Credit Card Processing													
Fees													
Information System Fees													
Permits and Licenses													
Security													

Signs
Supplies
Monthly Bills & Tickets
Towing
Uninsured Damages
Returned
Checks/Chargebacks

Total Expenses

Net Income Before Fee

Management Fee
Calculation

Gross Income
Threshold
Total Overage
Incentive Fee %
Base Fee
Total Fee

Payable to Owner

ATTACHMENT D
STAFFING SCHEDULE
PER GARAGE FOR FIRST THREE YEARS

Parking Garage Staffing Information (Please provide separate spreadsheet for each location listed in the RFP)

Company Providing Service:

Position	Employer	Coverage Days/Time	Pay Rate	Position	Payroll load \$*	Weekly Hours	Overtime Rate	Overt Hours Wee
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Projected Weekly

Projected Monthly

Projected Yearly

EXHIBIT B
Portland/Salem Consumer Price Index – Wage Earners (CPI-w)




CITY OF PORTLAND
OFFICE OF MANAGEMENT AND FINANCE
Sam Adams, Mayor
Kenneth L. Rust, Chief Administrative Officer

Business Operations
1120 S.W. Fifth Avenue, Rm. 1250
Portland, Oregon 97204-1912
(503) 823-5288
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July 9, 2009

To: City Bureau Directors

From: Judy Tuttle, OMF 

Subject: Fiscal Year 2009 - 10 Fair Wage

Under the provisions of PCC 3.99.020, the Office of Management and Finance has reviewed the Portland/Salem Consumer Price Index - Wage Earners (CPI-w) as well as the over-all financial picture of the City of Portland, and has determined there are not sufficient funds available to authorize an adjustment of the minimum Fair Wage compensation. Therefore, the existing base wage of \$9.50 per hour and the benefit allotment of \$1.70 per hour for a total compensation of \$11.26 per hour will remain unchanged during the 09-10 fiscal year. This rate shall remain effective July 1, 2009 through June 30, 2010.

In accordance with City Ordinance No. 174839 the Fair Wage compensation shall apply to all City Bureaus who contract for security personnel, parking attendants or janitors under formal service contracts.

Any contract costs adjustments sought by the contractor may be submitted, in writing, to the contracting bureau in accordance with contract conditions for escalation/anniversary date/renewal increases.

C: John Acker
Bob Kieta
Ruth Roth
Jeff Baer
Dave Logsdon
Christine Moody

An Equal Opportunity Employer

To help ensure equal access to programs, services and activities, the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities upon request.

www.portlandonline.com/omf/operations

APPENDIX A

PUBLIC CONTRACTING

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515(1), on public improvement contracts, 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 the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-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 monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008