

PROSPER
PORTLAND
Building an Equitable Economy

REQUEST FOR PROPOSALS 17-08

MASTER PARKING MANAGEMENT SERVICES

Proposals Due: January 25, 2018
by 2:00 PM (Pacific)

Direct all questions and submit one (1) original, five (5) photocopies, and one (1) electronic proposal (on USB flash drive) to Prosper Portland's SOLE POINT OF CONTACT for this RFP:

Kristy Branson
Senior Procurement Specialist
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

503.823.3688

bransonk@prosperportland.us (email)
<http://www.prosperportland.us> (www)

Prosper Portland highly encourages the participation of certified minority-owned, women-owned, disadvantaged, and emerging small businesses in this contract opportunity.

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LIST OF EXHIBITS

EXHIBIT A	Proposer Certification
EXHIBIT B	Site Maps
EXHIBIT C	Property Matrix
EXHIBIT D	Price Proposal Worksheet

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **Master Parking Management Services**
Solicitation Number: **RFP 17-08**
Solicitation Coordinator: **Kristy Branson, Senior Procurement Specialist**
Contact Information: **503.823.3688 (office)**
bransonk@prosperportland.us

Proposal Delivery Location: **Prosper Portland**
Attn: Kristy Branson, Business Operations
222 NW 5th Avenue
Portland, OR 97209

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission d/b/a Prosper Portland (“Prosper Portland” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced parking management companies (“Proposers” or “you(r)”) to professionally manage seven (7) open parking lots and two (2) garages (individually, each “Property”; collectively, the “Properties”) on Prosper Portland’s behalf ensuring both maximum use by the public and generation of revenue at the least cost to Prosper Portland, as further described in Section 3 below. Prosper Portland intends to award an exclusive contract to the successful Proposer in connection with this RFP.

1.3 SCHEDULE OF SOLICITATION and CONTRACT AWARD EVENTS

Prosper Portland reserves the right to change this schedule for any reason.

Solicitation or Contract Award Event	Date
Request for Proposals Issued	December 28, 2017
Pre-Proposal Meeting	Not Applicable
Deadline for Questions and Requests for Changes*	January 15, 2018
PROPOSAL DUE DATE AND TIME (no later than)	JANUARY 25, 2018 by 2:00 PM (Pacific Time)
Notice of Intent to Award, Issued (<i>tentative</i>)	February 2, 2018
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued
Contract Effective Date (<i>anticipated</i>)	March 1, 2018

* Prosper Portland may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this RFP by regularly checking the appropriate RFP folder on Prosper Portland’s website at www.prosperportland.us/bids (under “Open Public Bid Opportunities”).

2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland is the economic and urban development agency for the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones:

- ❖ Growing family-wage jobs
- ❖ Advancing opportunities for prosperity
- ❖ Collaborating with partners for an equitable city, and
- ❖ Creating vibrant neighborhoods and communities.

We support innovative civic solutions that promote mixed-income neighborhoods with both affordable and workforce housing, and that evolve in ways that honor cultural diversity. We prioritize property ownership and real estate projects with communities of color and in low-income neighborhoods to create assets that can be passed from one generation to the next.

View our website at <http://www.prosperportland.us>

2.2 PROJECT SUMMARY

Prosper Portland has implemented a new business plan which requires increased financial self-sufficiency in service of the goals of the agency's Strategic Plan. The work through this RFP is to gain greater operational efficiency through economies of scale and consolidation of processes. This is meant to create consistency across all owned/leased parking facilities, thereby improving customers' experience and providing administrative efficiency for Prosper Portland staff by having a single point of contact and reducing the need to manage multiple agreements. Prosper Portland is using this opportunity to find creative ways of restructuring our parking management agreement to create better alignment between Prosper Portland's interests and those of the Operator, thereby maximizing net income from parking operations.

2.3 ABOUT THE PROPERTIES

The Properties are intended to be profitable and self-funding, covering all operating, maintenance and expenses while producing market returns for Prosper Portland. The Properties include the following parking lots and parking facilities, which may be subject to change at Prosper Portland's sole discretion. See Exhibit B for aerial view of the Properties and Exhibit C, which summarizes current parking capacities, rates, locations, etc.

- 2.3.1 **Eastbank Festival Lots.** The Eastbank Esplanade Festival Parking Lots (the "Festival Lots") are located adjacent to the Eastbank Esplanade Public Walkway and to the north of the Hawthorne Bridge. The Festival Lots consist of three (3) separate

parking areas and are leased from the Oregon Department of Transportation (ODOT). The Festival Lots are unattended and are served by two (2) electronic self-payment stations manufactured by Digital Payment Technologies.

Prosper Portland allows the City of Portland's Bureau of Parks and Recreation (PPR) to issue event permits for public events held on the Festival Lots such as the Hood to Coast Relay and the Providence Bridge Pedal Event. The areas commonly known as the "Salmon Street Plaza" and "Main Street Plaza," are managed and maintained by Portland Parks and Recreation and subject to Portland City Park Rules and Regulations.

- 2.3.2 **ODOT Blocks.** The ODOT Blocks Parking Lots (the "ODOT Blocks") consists of three (3) half city blocks located adjacent west of SE Water Avenue, between SE Taylor and Madison Streets and adjacent east of the Eastbank Esplanade. Each of the ODOT Blocks are unattended and served by T2, Luke II electronic self-payment stations owned by current operator.

Prosper Portland, as an interim use, will operate the ODOT Blocks as surface vehicle parking lots for approximately two to three (2-3) years.

- 2.3.3 **Union Station Block Y.** Referred to as the "Union Station Forecourt Lot," or "Block Y," this lot is located between NW Sixth Avenue and the Broadway Bridge Ramp, south of NW Johnson Street and north of NW Irving Street. Block Y is unattended and served by T2, Luke II electronic self-payment stations and shall be available for parking 24-hours a day, 365-day a year.

Block Y provides short-term hourly parking designed to serve customers and travelers of the Union Station Train Depot, the general public and monthly reserved parking for area business operators.

- 2.3.4 **RiverPlace Garage.** The RiverPlace Parking Garage ("RiverPlace"), is a single below-grade level of The Strand Condominiums at 1852 SW River Drive, in the RiverPlace/North Macadam neighborhood. RiverPlace is unattended and served by electronic self-payment station equipment manufactured by Parkeon. The roll-up gate and internal ramp loop detector can be utilized for non-parking hours.

- 2.3.5 **Station Place Garage.** The Station Place Parking Garage ("Station Place") is a five (5) story garage located at 1020 NW Ninth Avenue, due north of the Lovejoy Street Vehicle Ramp off the Broadway Bridge in a mixed-use development known as "Station Place" which includes the 14-story/175 unit Station Place Senior Housing Tower and a 26,195 square foot office building that serves as the world headquarters of ZIBA Design, Inc.

There are dedicated entry and exit lanes and one center "flex lane" that can be changed to accommodate peak traffic periods. One cashier booth exists at the exit lanes. Should Prosper Portland determine that use and traffic warrant an additional cashier booth, conduits exist to facilitate the installation. There are two (2) storage rooms, a small computer room that accommodates the operating hardware and a single occupant restroom.

Station Place features parking control equipment and a comprehensive software package that monitors activity and generates reports on access, revenue, and traffic counts. The parking control equipment is manufactured by Amano and consists of a Ticket Dispenser, Fee Computer, Gates, Dual Detectors, Fee Display, Validator, and T.C. Converter. The operating and reporting software has been supplied by McGann Professional Parking Management Software. The cashier's booth is manufactured by BIG Enterprises, Inc. and is ADA accessible. Much of this equipment is beyond its serviceable life; part of the successful Proposer's activity will be advising us in replacing this equipment.

Station Place provides short-term, long-term, validated and monthly reserved parking rates and is open to the public 24-hours a day, 365-days a year. In addition, the Garage has granted the following exclusive and long-term parking rights:

- a. Up to sixty-five (65) parking spaces to residents of the Station Place Housing Tower. The monthly parking rate per parking space is two-tiered with the first forty (40) spaces based on eighty-five percent (85%) and the remaining twenty-five (25) spaces based on ninety-five percent (95%) of the parking rate that the Station Place Housing Tower charges its residents for their on-site underground parking Garage. The current monthly parking rate charged by the Station Place Housing Tower for their parking garage is \$59.50.
- b. Seventy (70) parking spaces to the ZIBA Design, Inc. Office Building at a current monthly parking rate of \$112.50 per space.
- c. Ninety Nine (99) parking space to Pearl Office Investors, LLC., to commence at the completion of the Office Building on NW 9th and NW Northrup. Rates to be based on the current market rate.

2.3.6 **Possible Future Properties.** Prosper Portland is in the process of building a 442-space parking structure (the "Garage") at NE Holladay Street and NE 1st Avenue which will provide customer and valet parking for the adjacent Hyatt Regency at the Oregon Convention Center hotel. The Garage will begin construction in 2018 and be operational in 2019. Upon completion; the Garage may be added to the list Properties to be managed in the awarded Contract from this RFP.

3.0 OPERATOR'S RESPONSIBILITIES

This section provides a summary of the essential requirements for the Properties, which will be further detailed in an Agreement by and between the Proposer selected from this RFP (the "Operator") and Prosper Portland.

3.1 **Operator's Responsibilities.** Operator will manage, operate, direct and supervise a first-class public parking operation throughout the Term of the Agreement. Services to be provided by Operator under the Agreement will include, but are not limited to, the following:

- a. Management and operation of the Properties, including supervision of the parking and circulation of vehicles inside the Properties, administration and monitoring of access controls;
- b. Contract operation and fraud detection internal auditing procedures;
- c. Marketing and promotion of the Properties;
- d. Collection of and accounting for all cash and other payments from any source derived from the use of the Properties, including sums payable with respect to daily and monthly parking fees, events, and outside contracts;
- e. Operation and maintenance of the parking access and revenue control system equipment installed at the Properties;
- f. Employment of parking attendants and other personnel for the management and operation of the Properties (as applicable);
- g. Management of event parking and validation sales;
- h. Maintenance of accounting records of all income and expenses related to the management and operation of the Properties;
- i. General maintenance and janitorial services to ensure the Properties represent a first-class parking facility;
- j. Provide first-class valet service including the hiring and management of valet staff;
- k. Maintenance of Electric Vehicle Charging Stations (EVCS);
- l. Periodic consultation with Prosper Portland on matters relating to the management and operation of the Properties, including providing Prosper Portland with recommendations regarding equipment, parking layout and design (such as periodic restriping or for new parking projects to be added to the contract, parking rates, how to increase the efficiency and lower the cost of parking operations as well as transportation demand management.)

3.2 **Additions and Deletions.** Prosper Portland will have the right to modify, add, or subtract from the Properties on a temporary or permanent basis for any reason including, but not limited to, the following:

- a. To provide additional parking spaces;
- b. To repair one or more sections of a Property;
- c. To increase the number of spaces available for parking by acquisition or disposition of additional land or properties, development of new parking lots and structures, redesign, restriping, or otherwise;
- d. To decrease the number of spaces or close the Property for any purpose; or
- e. To convert all or part of a Property to another use.

Operator will work with Prosper Portland to accommodate these changes in its operation of the Properties. Prosper Portland will provide adequate notice of any such changes. In the event of additions additional fees will be negotiation commensurate to the added scope of operations but shall generally conform to the proportion of those in place.

3.3 **Maintenance Requirements.** Operator will maintain the Properties in a clean and safe condition consistent with other first class parking operations. Maintenance requirements will include daily inspection of common areas, garbage and trash removal, maintenance of the parking access and revenue control equipment and signage. Operator's responsibilities will also include but will not be limited to the following:

- a. Graffiti removal from throughout the Properties within two (2) hours of any incidents, as required;
- b. Maintenance of painted walls, floors, and ceilings of the Properties, as needed;
- c. Annual degreasing and re-stripping of parking areas, as directed;
- d. Maintenance of Operator's office space and restroom facilities located in any Property (if applicable);
- e. Maintenance of stairwells, elevator cabs, and elevator lobbies within the Properties;
- f. Power sweeping no less than monthly and power washing on a bi-annual basis. All maintenance services provided by Operator will be subject to Prosper Portland review, inspection, and verification of any and all activities and reporting requirements at any time without notice.

3.4 **Reporting.** For accounting purposes, Operator will provide a detailed written statement of the following during the preceding month. Such reports must be transmitted to Prosper Portland no more than fifteen (15) calendar days after the end of each accounting month:

- Gross revenues collected from transient, monthly, outside contract and other parking related income
- Management fees earned
- Operating expenses incurred

Operator will also provide daily and monthly reports on maintenance, customer service, incident, accident, occupancy and other reports as may be required by Prosper Portland. Operator will submit a detailed list of accounts receivable (if applicable), keycard audit, and approved no-charge monthly accounts, along with any other management reports reasonably deemed necessary by Operator and Prosper Portland in accordance with the Agreement. Monthly reports will include a summary of Budget to Actual revenue and expense comparison of line items and explanations for any variations from the approved Budget. Prosper Portland reserves the right to change the method and format of reporting.

3.5 **Customer Complaints.** Operator will have a methodology for handling customer complaints and reporting the nature and reasonable disposition to Prosper Portland. Contact information for handling customer complaints and questions will be posted in clear view within the Properties.

3.6 **Cost of Operations**

- 3.6.1 **Covered Expenses.** Prosper Portland will reimburse Operator for those direct labor costs and direct expenses that are reasonably necessary for the efficient operation of the Properties. **REIMBURSEMENT OF DIRECT EXPENSES WILL BE ONLY TO THE EXTENT THAT EXPENSES ARE INCURRED BY OPERATOR IN THE PERFORMANCE OF ITS**

SERVICES FOR THE PROPERTIES, as proposed on *Exhibit D* and contained in the approved operating budget included in the Agreement.

Such operating expenses will include the aggregate of:

- Salaries and wages of Operator’s personnel exclusively engaged in the management and operation of the Properties, plus related:
 - Payroll taxes
 - Workers’ compensation insurance
 - Fringe benefits and other funds that Operator is required to pay in accordance with governmental regulations, a Collective Bargaining Agreement
- General liability and garage keeper’s legal liability insurances attributable to the Properties
- Supplies
- Signage,
- General facilities maintenance, and
- Other necessary and direct costs related to the services provided under the Agreement.

Notwithstanding the above, Operator will invoice Prosper Portland for salaries at the overtime premium rate only when overtime premium services have been specifically authorized in writing in advance by Prosper Portland.

3.6.2 **Excluded Expense.** Operating expenses will not include any payments to affiliates of Operator exceeding an amount that would have been paid to a third-party for similar services, nor will operating expenses include Operator’s administrative and general overhead expense or any of the following:

- Maintenance of the general books and records of Operator;
- Office supplies and equipment used by Operator that are not used exclusively for the Properties;
- Payroll markups by Operator, telephone, computer, data processing fees, administrative mark-ups and/or travel expense related to the management of the Properties (except for the direct cost of telephones located at the Properties, if applicable); and
- The cost of compensation for any personnel above the level of Garage Manager working at the Properties in any capacity other than as a full or part- time employee with direct responsibility for the Properties.

3.7 **Signage.** Operator is responsible for design, installation and maintenance of all signage. Operator shall not permanently install new signage or make major changes without Prosper Portland’s prior written consent. Minor changes or replacement of original signage will not require prior approval.

- 3.8 **Start-Up Costs.** Operator will provide a list of start-up costs deemed necessary for commencement of operation. Operator should indicate its willingness to purchase startup items with its own funds and recover the cost from the operating account on a schedule agreed upon by Prosper Portland and Operator.
- 3.9 **Close Out Transition.** In the event of Contract expiration or termination or disposition of Property, if requested by Prosper Portland, Operator shall efficiently transition operations of the Property or Properties to a new operator which may include, but is not limited to, transferring or terminating existing service agreements or vendor contracts; transferring keys and other Prosper Portland-owned personal property to the new operator or Prosper Portland; removing all Operator-owned equipment in a timely and efficient manner; etc.

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

4.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the strength, completeness, and competitiveness of your proposal with the following Evaluation Criteria and the needs of Prosper Portland. To facilitate evaluation, include a “Table of Contents” and organize your proposal in the order of the sections below.

Page Limit. Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

4.1 COVER LETTER

Provide a summary of your proposal in a one or two-page cover letter. This cover letter should include the following:

- A brief history of Operator and the services the Operator proposes to provide Prosper Portland
- A list of any subcontractors or suppliers that will have a role of in the operations of the Properties
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP

4.2 OPERATOR QUALIFICATIONS

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

- A history of the firm, its structure, skill and experience in managing similar surface lots and garages. The same information should also be provided for each proposed sub-contractor (if any) that will be engaged to complete any of the proposed scope of work.

- Résumés for key members proposed for each aspect of the scope of work and your firm’s designated primary contact. Key employees whose positions require licensing by any government agency must hold current licenses. Subsequent replacements for key employees must have equivalent qualifications.
- An overview of Operators track record managing first-class valet service such as that for a four star hotel and large scale events.
- Summary of Operator’s financial resources and stability.
- A brief description of any creative marketing and promotional concepts or activities your firm has undertaken to increase the visibility and generation of revenues of similar lots and facilities.
- List and briefly describe any legal action during the past four (4) years in which your firm or any key team member has been (i) a debtor in bankruptcy, (ii) a defendant in a lawsuit for deficient performance, (iii) a respondent in an administrative action for deficient performance, and (iv) a defendant in any criminal action.
- A brief outline of Proposer’s suggested transition plan for the commencement of the Contract.
- List three (3) current or immediate past professional references for Prosper Portland to contact regarding your capacity to perform the services described in the RFP, ability to satisfy client needs, and any other relevant information. No current Prosper Portland employee(s) should be listed in your response to this RFP. Please include your reference’s name and a contact person with phone number and email address.

4.3 CORPORATE RESPONSIBILITY

Prosper Portland demonstrates its commitment to contracting with socially and environmentally responsible businesses through the adoption of its *2015-2020 Strategic Plan* and its policies on Equity and Sustainable Purchasing. We value and support diversity and are dedicated to advancing equity in public contracting by increasing opportunities for State-certified Disadvantaged Business, Minority Owned, Women Owned and Emerging Small Business enterprises (collectively, “Certified Firms”).

Prosper Portland’s Business and Workforce Equity program promotes economic growth of Certified Firms and encourages partnering and mentoring between large and small Certified Firms on Prosper Portland contracts. Therefore, Prosper Portland has established an overall aspirational goal of twenty percent (20%) in awarding contracts to Certified Firms. Proposing firms are encouraged to use Oregon’s Certification Office for Business Inclusion and Diversity (COBID) website for identifying potential Certified Firm subcontractors and partners: (<https://oregon4biz.diveristysoftware.com/FrontEnd/VendorSearchPublic.asp>)

All Proposers shall address the following in their proposals:

4.3.1 Certification Status

- Please indicate in your Cover Letter whether the Operator is currently a Certified Firm or if you’ve recently applied to become a Certified Firm.

4.3.2 Subcontracting with Certified Firms

- Please list all scopes of work being performed by subcontractors, the specific dollar amount, the firm name and certification status (if any) proposed to perform that work.
- Evaluation points will be awarded based upon the dollars contracted with the Certified Firms utilized as subcontractors. The listed dollar amounts and specific firms must flow through to the final contract.

4.3.3 Workforce Diversity and Community Involvement

- Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- Give the percentage of management to staff, including percentage of women and people of color in those areas.
- How do you approach internal on the job training, mentoring, technical training and/or professional development opportunities for women and people of color?

4.3.4 Sustainable Business Practices

- List the top three actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, used of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices).
- Does your firm hold any third-party certifications related to sustainable business operations (e.g., Sustainability at Work, B-Corp certification)? If so, reference the name of the certification.

Prosper Portland expects thoughtful consideration of all the above Corporate Responsibility criteria in the preparation of proposals. Prosper Portland will enforce all commitments to Certified Firms under its Contract with the successful Proposer. The successful Proposer will not be permitted at any time to substitute, remove, or add a subcontractor without the prior written approval of the Contract Manager.

Prosper Portland encourages you to use one of the following websites to identify potential Certified Firm subcontractors for your projects:

- State's Certification Office for Business Inclusion and Diversity (COBID)
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
- Oregon Association of Minority Entrepreneurs
<http://www.oame.org>

4.4 FINANCIAL PROPOSAL

- 4.4.1 Propose a fixed monthly management fee, hourly rates for general maintenance/repair and janitorial services, and administrative expenses as defined within Section 3 of this RFP for each Property using Exhibit D.

4.4.2 **(Optional)** Provide an incentive structure to encourage maximization of net revenue. This could take the form of a percentage of net revenue or bonus structure tied to a benchmark or other structures that create maximum alignment.

4.4.3 Describe how Operator will minimize reimbursable costs associated with the Properties.

4.5 PROPOSAL QUALITY

Proposers should follow all instructions contained in this RFP to prepare their proposal. Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner and be free of typographic errors.

4.6 PROPOSER CERTIFICATION

Complete and return EXHIBIT A of this RFP, the “Proposer Certification,” with your proposal.

SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP	
EVALUATION CRITERIA (SCORED)	MAXIMUM POINTS
➤ Operator Qualifications	45 Points
➤ Corporate Responsibility	10 Points
➤ Financial Proposal	35 Points
➤ Proposal Quality	10 Points
Total Available Points	100 Points
NON-SCORED SUBMITTAL REQUIREMENTS	
➤ Cover Letter	n/a
➤ Proposer Certification	n/a

4.7 ALTERNATE PROPOSAL

In addition to a proposal that complies with the scope and submittal requirements of this RFP, Proposers may also submit a proposal that (a) substantially deviates from the requirements set forth herein or (b) propose an alternative method for providing the required services or to provide different services, such deviations, submissions or alternatives will be presented as an "Alternate Proposal".

The alternate proposal will be clearly marked as an “Alternate Proposal” in a manner that makes it distinguishable from the non-alternate proposal. The Alternate Proposal will explain in full detail the nature and extent of the proposed deviations from the RFP requirements and the consequent impact of each proposed deviation on the pricing and business requirements on an item-by-item basis. Such deviations, if any, must be clearly identified and contained in a separate Alternate Proposal devoted explicitly to that purpose. Review, consideration, clarification, negotiation, and/or discussion of any Alternate Proposal will be at the sole discretion of Prosper Portland.

5.0 CONTRACT REQUIREMENTS

5.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “Operator”) will be invited to enter into a Parking Management Contract with Prosper Portland (the “Contract”). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland’s issuance of a Notice to Proceed to the Operator.

5.2 CONTRACT TERMS AND CONDITIONS

The general terms and conditions that will govern the Contract can be found on Prosper Portland’s website in Prosper Portland’s Personal Services Contract pages 2 through 6, replacing “Consultant” with “Operator”, [at this location](#).¹ **Proposers who propose changes to any contract term or condition must include their proposed changes in their proposal.** Prosper Portland is under no obligation to accept any such proposed changes. Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract.

5.3 CONTRACT TERM

The initial term of the Contract will be for a period of two (2) years which may be extended for up to three (3) additional one-year periods, upon the mutual written agreement between the parties to the Contract. The maximum duration of the Contract, including all extensions, will not exceed five (5) years.

5.4 CONTRACT COMPLIANCE

Operator shall be required to have or obtain, at their expense, and maintained throughout the duration of the Contract any and all permits and licenses required by the municipal, county, state, federal or other public authority pertaining to the services provided for the Properties.

Operator must comply with the following before Prosper Portland will execute the Contract with that firm:

- 5.4.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 5.4.2 **Portland Business License.** Obtain a city of Portland Business License.
- 5.4.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 5.4.4 **Insurance Requirement.** See the following section.

Fulfilling the requirements listed in this section is not a condition to respond to this RFP and apply only to the selected Proposer.

5.5 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Operator shall maintain, on a primary basis and at its sole expense, the following insurance:

- 5.5.1 **Workers’ Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage for their subject workers, unless exempt under ORS 656.027.

¹ http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf

- 5.5.2 **General Liability** (GL) insurance on an occurrence basis with a combined single limit, of not less than, **\$2,000,000** each occurrence, **\$3,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Operator shall endorse the following as an additional insured on the GL policy: **“The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees.”** Acceptable endorsement types include the “CG2026 07 04” (Designated Person or Organization), “CG2010 10 01” (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.
- 5.5.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Operator does not own any automobiles, Operator shall maintain coverage for hired and non-owned automobiles.
- 5.5.4 **Garage Keeper’s Liability** insurance of not less than **\$1,000,000** for liability associated with the care, custody and control of vehicles belonging to third parties.
- 5.5.5 **Employee Dishonesty, Third Party Fidelity Bond, and (when applicable) Money and Securities** insurance of not less than **\$1,000,000** for Prosper Portland-owned property in the care, custody, or control of the Operator.
- 5.5.6 **Insurance Certificates.** Prior to execution of the Contract, Operator must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Operator’s insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Operator’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

6.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by Prosper Portland’s *Local Contract Review Board Administrative Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at Prosper Portland.

- 6.1 **Reservation of Rights.** Prosper Portland, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer’s past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates Prosper Portland to award a contract from this RFP.

6.2 Proposal Preparation and Submission Instructions

6.2.1 **Quantities of Proposals.** Proposers must submit the following materials which must be received by Prosper Portland at the proposal delivery location listed in Section 1.1 of this RFP no later than the “Proposal Due Date and Time” listed in Section 1.3 of this RFP:

- **One (1) original** proposal
- **Five (5) photocopies** of the same pages
- **One (1) electronic copy** on a USB flash drive in either Adobe Acrobat or MS Word

THE ORIGINAL PROPOSAL MUST BEAR AN ORIGINAL INK SIGNATURE AND MUST BE MARKED “ORIGINAL.”

6.2.2 **Packaging and Labeling.** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:

- RFP Solicitation Number
- Proposer’s name and address
- Date and time proposals are due
- Name and address of Prosper Portland’s Solicitation Coordinator for this RFP

PROSPER PORTLAND IS NOT LIABLE FOR ANY LOST, LATE, OR IMPROPERLY MARKED PROPOSALS.

6.2.3 **Form of Proposal.** Proposals must be typewritten on 8.5” x 11” white paper in no less than 11-point typeface. NO ORAL, EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED. Unnecessarily elaborate or lengthy proposals are not desired.

6.2.4 **Sustainability of Proposal.** Prosper Portland strongly discourages the submission of corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. **Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled.** Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing 100% post-consumer waste content. Double-sided printing is strongly preferred.

6.3 **Pre-Proposal Meeting.** A pre-proposal meeting is not scheduled for this RFP.

6.4 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:

- RFP solicitation number and title
- RFP section being questioned
- Specific question or request for change

All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 4:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.

6.5 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer's proposal to be rejected.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to Prosper Portland's Contract Opportunities website (www.prosperportland.us/bids) to check for any addenda that have been issued for this RFP. Prosper Portland may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by Prosper Portland and modifying their proposal accordingly.

6.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and Prosper Portland will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.

6.7 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.

6.8 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the Prosper Portland Board of Commissioners or any Prosper Portland employee not specifically named in this RFP, except upon invitation by Prosper Portland in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. Prosper Portland will not hold "one-on-one" meetings with any interested party during the RFP process outside of a formal interview.

6.9 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

6.10 **Public Records and Disclosure**

6.10.1 All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.

6.10.2 Any portion of a proposal that a Proposer claims to constitute a "trade secret" must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

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

- 6.10.3 If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential” or “Proprietary,” the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed.
- 6.10.4 Prosper Portland will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.
- 6.10.5 After award, the Contract between Prosper Portland and the successful Proposer will be a public document and no part of the Contract can be designated as “Confidential.”
- 6.10.6 Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until Prosper Portland has issued its Notice of Intent to Award.
- 6.11 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and Prosper Portland is under no obligation to request additional information if it is not included within your proposal. However, Prosper Portland may request Proposers submit additional information during or after the proposal evaluation period; or overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.12 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between Prosper Portland and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless Prosper Portland agrees to the withdrawal or modification in writing.
- 6.13 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff of Prosper Portland and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 4 of this RFP, evaluators will use their independent judgment to score the strength, completeness, and competitiveness of each Proposer’s written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).
- 6.14 **Interviews (Optional).** At Prosper Portland’s option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.

- 6.15 **Best and Final Offers (Optional).** Prosper Portland may choose to enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the “best and final offers”). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements and evaluation criteria contained in this RFP. If Prosper Portland elects to solicit best and final offers, Prosper Portland will do so in the following manner:
- 6.15.1 Prosper Portland will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. Prosper Portland may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring the submission of additional information in one or more sections of a Proposer’s proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.
 - 6.15.2 Prosper Portland may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each Finalist Proposer. Prosper Portland may terminate discussions with any Finalist Proposer at any time; however, Prosper Portland will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.
 - 6.15.3 In accordance with ORS 279B.060(6)(a) and (b), Prosper Portland will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and Prosper Portland has issued its Notice of Intent to Award a contract.
 - 6.15.4 At any time during this process, Prosper Portland may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c) conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.
 - 6.15.5 If Prosper Portland requests best and final offers, Prosper Portland will establish a common date and time that proposals are due at Prosper Portland. Revised proposals shall only be submitted once; however, Prosper Portland may make a written determination that it is in Prosper Portland’s best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
 - 6.15.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.12 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer. Prosper Portland will then evaluate the best and final offer in accordance with the requirements and evaluation criteria contained within this RFP and Prosper Portland will not modify the evaluation criteria or their relative weighting after the date and time revised proposals are due.

- 6.16 **Selection Process.** If interviews are not conducted or best and final offers not requested, Prosper Portland will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, Prosper Portland reserves the right to either re-score the Finalist Proposer(s) proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s) proposal and interview.
- 6.17 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to Prosper Portland, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. Prosper Portland reserves the right to use any information or reference that may be discovered. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.18 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 6.19 **Protest of Selection Process.** Any protest of Prosper Portland's selection process must be submitted by email writing to the Solicitation Coordinator of this RFP within seven (7) calendar days of issuance of the NOIA. The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.
- 6.20 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse, Prosper Portland reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or Prosper Portland cancels this RFP.

EXHIBIT A. PROPOSER CERTIFICATION

Each Proposer must complete and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.

RFP 17-08, Master Parking Management Services

- 7.1 You acknowledge receipt of addenda number ____ through ____ or N/A.
- 7.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 5.4 of this RFP.
- 7.3 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
- 7.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over Prosper Portland.
- 7.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to Prosper Portland; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any Prosper Portland officer or employee that is not clearly disclosed in your proposal.
- 7.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer’s Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer’s Mailing Address: _____

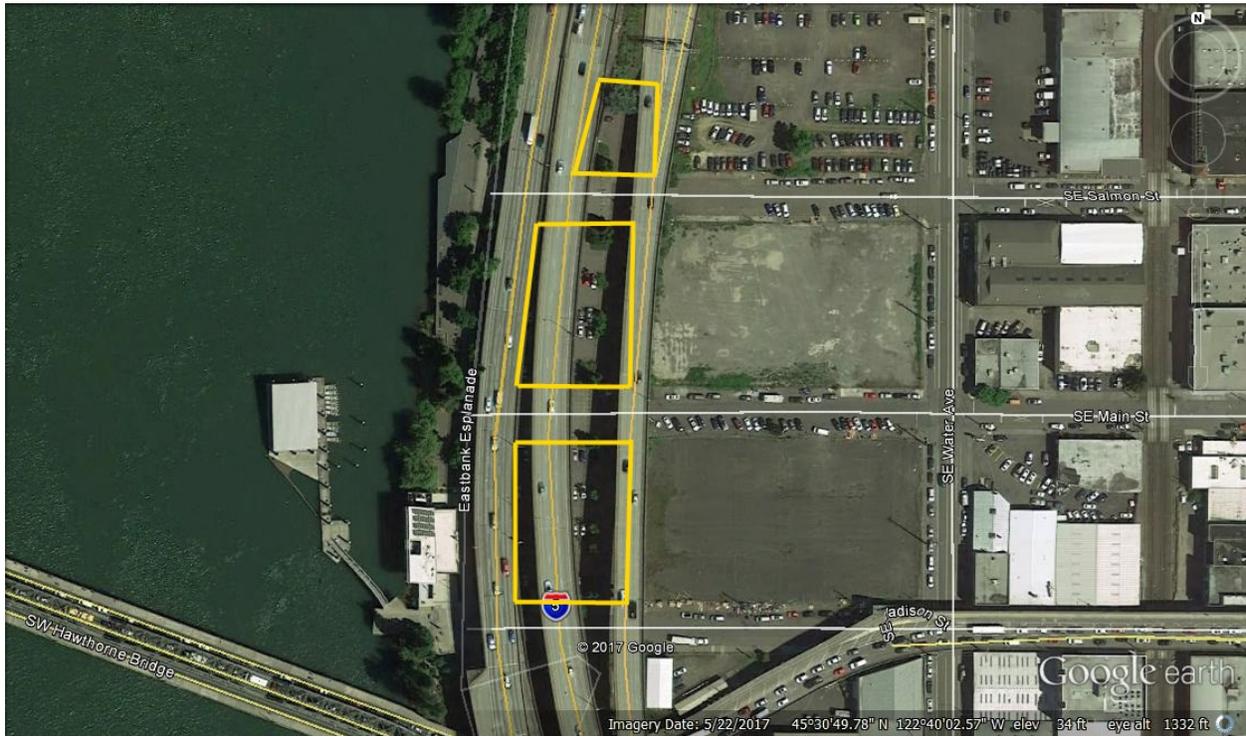
Proposer’s Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____



EXHIBIT B. SITE MAPS

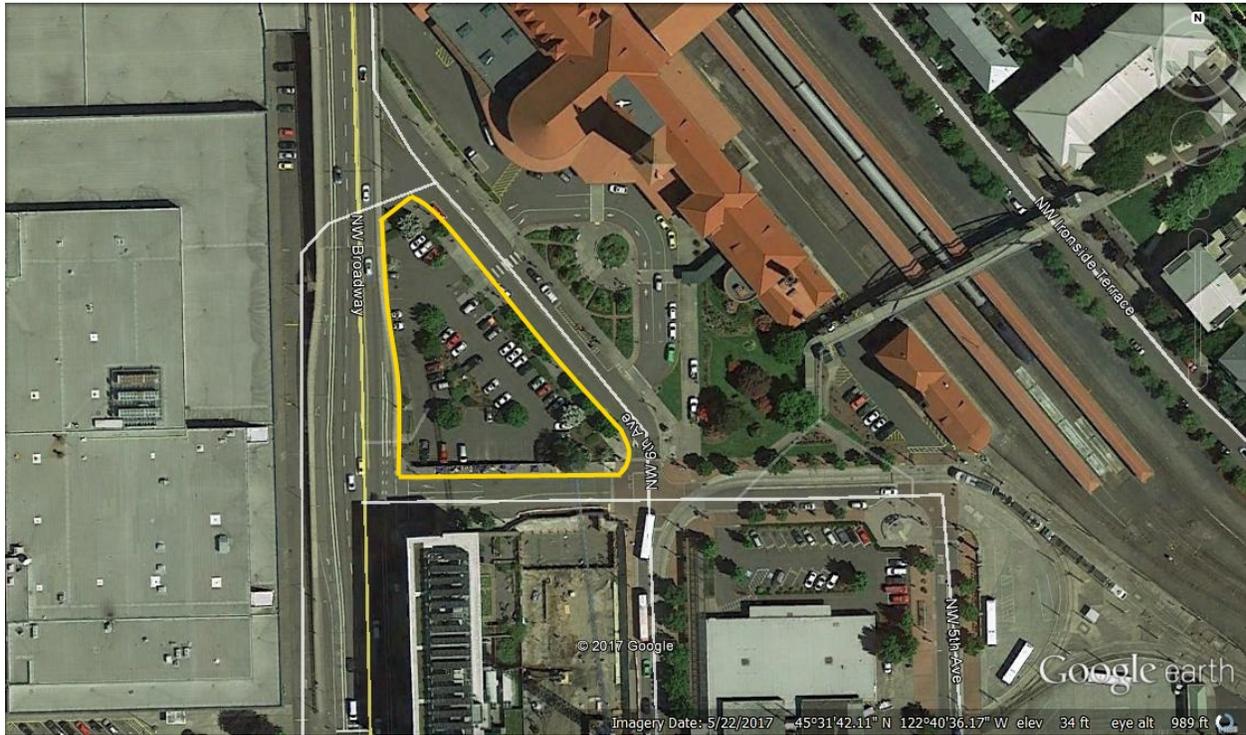
Festival Lots



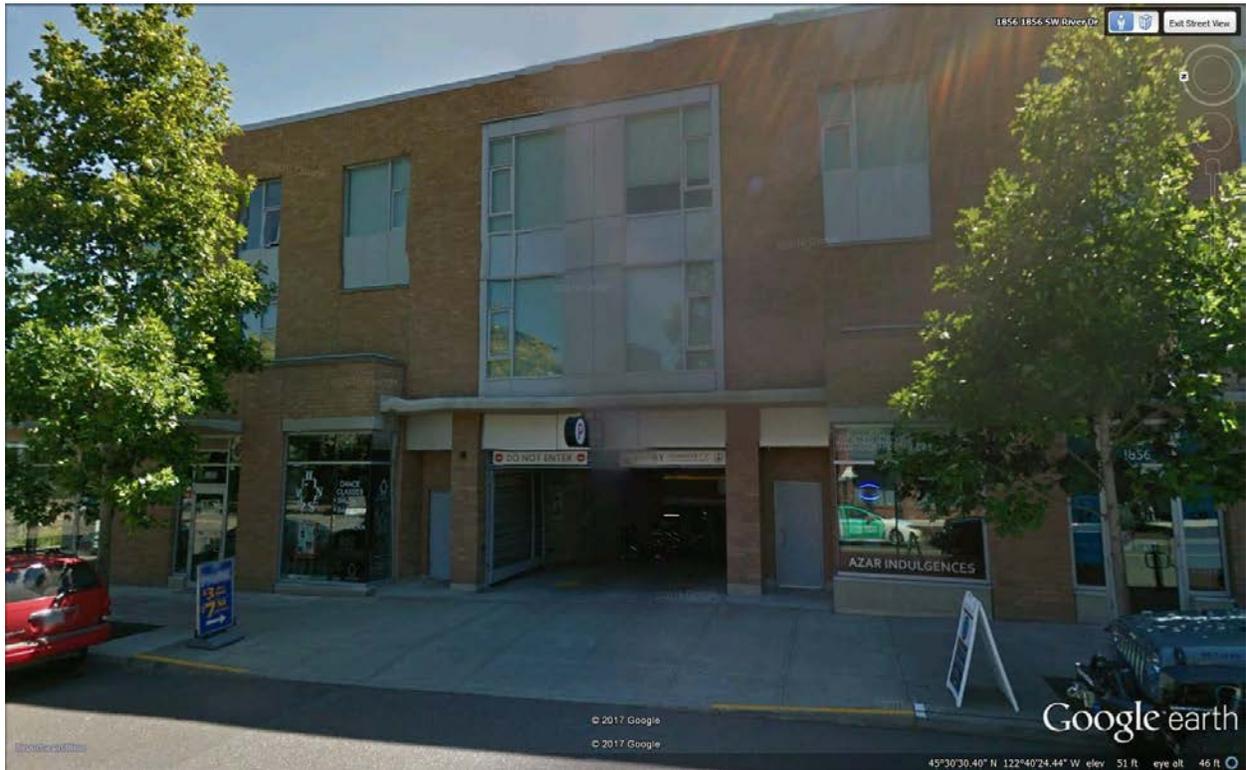
ODOT Blocks



Block Y



RiverPlace Garage



Station Place Garage

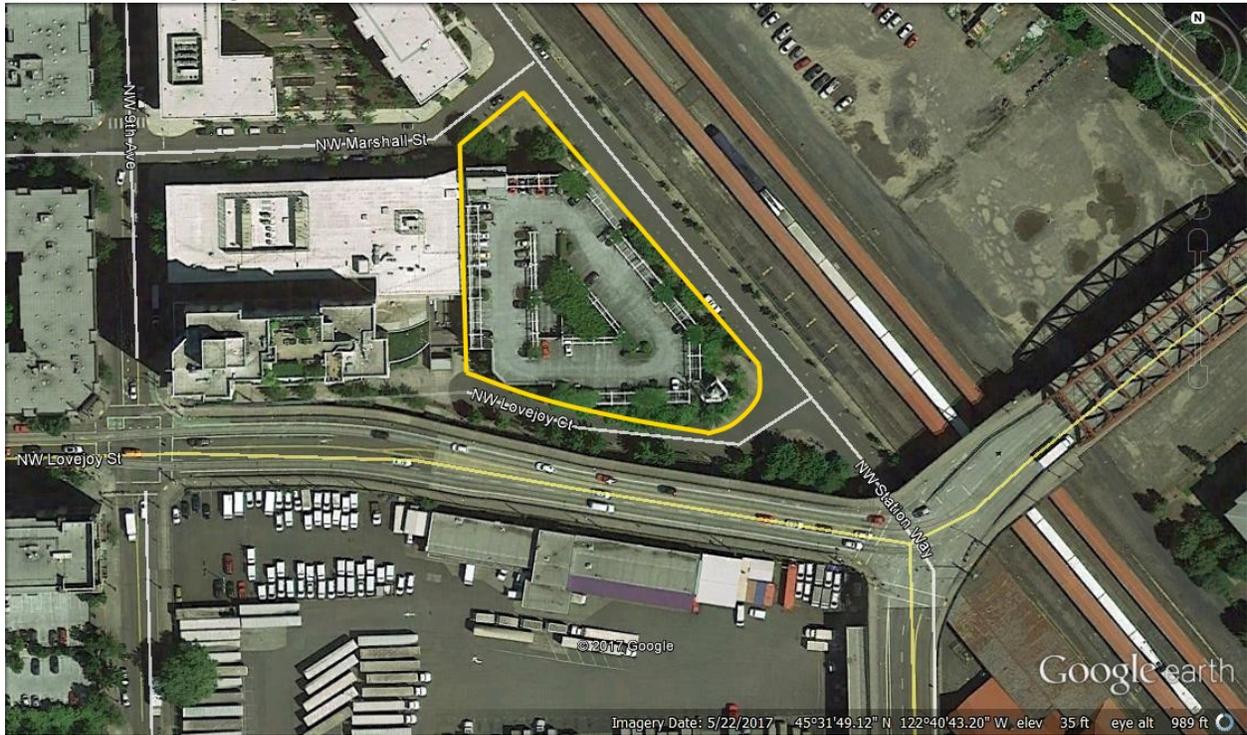


EXHIBIT C. PROPERTY MATRIX

Prosper Portland Parking Facilities/Parking Rates (As of 11/2017)

FACILITY / URA / ADDRESS / TAX ID NUMBER	# OF SPACES	HOURLY WEEKDAY	HOURLY WEEKEND	DAILY MAX WEEKDAY	DAILY MAX WEEKEND	MONTHLY
Festival Surface Parking Lots (CES) Eastbank Esplanade at SE Salmon, Main & Madison Streets. Leased from ODOT R149849 R149852 R149854 R499170 R499172	1B – 8 Monthly 2B – 46 Daily 3A – 48 Daily* *11 reserved for PFR at no charge for Fire Station 21	\$1.00	\$1.00	\$6.50 \$4.50 evenings	\$4.50	\$110.00
Block Y Surface Lot (aka Union Station Forecourt Lot) (DTW) R141480	66* *10 reserved for Wilf's Restaurant	\$5.00	\$5.00	\$11.50 –Up to 12 Hours \$11.00 Daily Maximum	\$11.50 –Up to 12 Hours \$11.00 Daily Maximum	Not Currently Permitted
Station Place Parking Garage (RD) NW 9 th Avenue & Station Way R533585	411	\$2.00	\$2.00	\$9.00	\$9.00	\$150.00
RiverPlace Parking Garage (NMAC) 1852 SW River Drive (Basement of Strand Condo's West Tower) R592497	100	\$3.00	\$3.00	\$8.50-Up to 12 Hours \$12.00-Up to 14 Hours \$18.00-Up to 24 Hours	\$8.50-Up to 12 Hours \$12.00-Up to 14 Hours \$18.00-Up to 24 Hours	Not Currently Permitted
ODOT Blocks (CES) SE Water Ave R673527 R673490 R673495	North Lot – 100 Middle Lot – 120 South Lot – 80	\$1.50 \$2.00 evenings	\$1.50 \$3.00 evenings	\$5.50	\$3.00	\$100.00
5 Public Facilities	979 Public Spaces					

EXHIBIT D. PRICE PROPOSAL WORKSHEET

Proposers **must** complete and return this Price Proposal Worksheet along with all other submittal requirements listed in Section 4 of this RFP.

A. Monthly Management Fee

Provide a fixed monthly management fee for each Property

A. Monthly Management Fee				
Fixed Monthly Fee				
Festival Lots	ODOT Blocks	Block Y	RiverPlace Garage	Station Place Garage
\$	\$	\$	\$	\$

B. General Personnel Expenses: General Maintenance/Repair and Janitorial Fees

For the general maintenance/repair and janitorial services Operator responsibilities as defined within Section 3 of this RFP, indicate the **hourly labor rate**, including all fringe benefits and overhead costs included in this hourly rate.

B. Operator General Personnel Expenses					
	Hourly Rate (Straight Time)				
Personnel Title	Festival Lots	ODOT Blocks	Block Y	RiverPlace Garage	Station Place Garage
General Maintenance/Repair	\$	\$	\$	\$	\$
Janitorial	\$	\$	\$	\$	\$
Other*	\$	\$	\$	\$	\$

* If applicable, insert Personnel Title

C. Operator Administration Fees

For those administrative responsibilities and expenses to be performed by Operator's internal staff as defined within Section 3 of this RFP, state the monthly fee of the following (if applicable):

C. Operator Administration Fees					
	Monthly Charge				
Type of Fee	Festival Lots	ODOT Blocks	Block Y	RiverPlace Garage	Station Place Garage
1.	\$	\$	\$	\$	\$
2.	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$

Proposers may attach additional sheets to this EXHIBIT D