

Council Business Meeting

November 20, 2018

Agenda Item	Downtown Parking Management and Enforcement – Contract Approval	
From	Adam Hanks	Assistant to the City Administrator
Contact	Adam.hanks@ashland.or.us 541-552-2046	

SUMMARY

Before the Council is a goods and services contract with Diamond Parking Services for Downtown Parking Management and Enforcement Services. Work considered under the contract includes the monitoring and enforcement of all timed parking zones in the downtown core, management of the daily operations of the Hargadine Parking Structure and associated administration requirements of a parking enforcement program.

POLICIES, PLANS & GOALS SUPPORTED

- 1) Ashland Comprehensive Plan – Transportation Element – Policy 10.09.02 #24
Manage the supply, operations and demand for parking in the public right of way to encourage economic vitality, traffic safety and livability of neighborhoods. Parking in the right of way, in general, should serve land uses in the immediate area
- 2) Downtown Strategic Parking Management Plan – Accepted by Council May 2, 2017

PREVIOUS COUNCIL ACTION

The City Council has previously approved parking management and enforcement contracts for the downtown core, specifically with Diamond Parking Services subsequent to the decision in the spring of 2000 to contract out this function that had previously been conducted by City Police Department staff.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland currently contracts for parking management and enforcement with Diamond Parking Services. The current contract was set to expire in June of 2018 and was extended via contract amendment through December of 2018 in order for the City to perform a new solicitation for parking services. Parking enforcement occurs within the downtown corridor on Main Street and Lithia Way from the Plaza to the Library. Occasionally additional foot patrols are requested to enforce a small number of timed parking zones in the Railroad District.

The City has previously conducted solicitations for parking services by Request for Proposal (RFP) with maximum contractual periods of five years before a new public solicitation is required.

In order to solicit for a Downtown Parking and Administration contractor, Public Works Staff created a RFP. The RFP was formally advertised on the Oregon Procurement Information Network (ORPIN) on August 31, 2018 with responses due by October 2, 2018.

On October 11, 2018, the City of Ashland completed the review process for selection of a Downtown Parking Enforcement and Administration contractor. Proposals were submitted by Diamond Parking Services and Republic Parking. Proposals were graded by Adam Hanks, Assistant to the City Administrator, Mark Welch, Administrative Services Director and Scott Fleury, Deputy Public Works Director.

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
Diamond Parking Services	276	1
Republic Parking	231	2

After scoring was completed, all contractors were informed of the City’s intent to begin scope and fee negotiations with Diamond Parking Services. Through a series of formal discussions, the final scope and fee was agreed upon in concept by the City and Diamond Parking. The scope and fee is part of attachment #1, Goods and Services Agreement.

FISCAL IMPACTS

The parking enforcement program generates revenue through the issuance of parking citations per Ashland Municipal Code requirements. The parking contractor manages the collection and remittance to the City of collected fees from citations. The contractor also acts as the first line of citizen contact with regard to citation dispute, can attend court if required and performs service repair of parking meters in the Hargadine parking structure. The contractor is then paid an administrative and operating fee based on the approved contract scope (not linked to volume of tickets issued)

STAFF RECOMMENDATION

Staff recommends approval of the phase one contract with Diamond Parking Services

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve a goods and services agreement with Diamond Parking Services.

REFERENCES & ATTACHMENTS

Attachment 1: Goods and Services Agreement-Diamond Parking Services

GOODS AND SERVICES AGREEMENT

<p style="text-align: center;">CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER: Diamond Parking Services, LLC</p> <p>PROVIDER'S CONTACT: Jon Diamond</p> <p>ADDRESS: 605 First Avenue, Suite 600 Seattle, Washington 98104</p> <p>PHONE: 1- 800-340-PARK</p>
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This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Diamond Parking Services LLC, a foreign limited liability company ("hereinafter "Provider"), for parking enforcement and administration services.

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide Downtown Parking Enforcement and Administration Services for the City of Ashland as set forth in the "SUPPORTING DOCUMENTS" which are attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and

- Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Provider shall furnish proof, acceptable to the City, of Worker's Compensation insurance or proof of exemption from such insurance prior to commencing any Work under this Agreement.
 - 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
 - 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider as amounts as provided in the SUPPORTING DOCUMENTS as full compensation for the Work as specified in this Agreement.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of **\$175,000.00 (one hundred and seventy-five thousand dollars) per calendar year** without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated into this Agreement, and they are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS":

- The City's written Request for Proposals #2018-24 dated August 30, 2018.
- The Provider's complete written Scope of Services and Fee Schedule dated October 24, 2018

5. REMEDIES

- 5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
- 5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
- 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

- 6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below, expected to be on or about December 1, 2018 (the "Effective Date"), and shall continue in full force and effect until June 30, 2021, with the potential for two additional one-year extensions if mutually agreed to by both parties for a maximum agreement term of five years, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – Administration Department
Attn: Adam Hanks
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-6002

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Provider:

Diamond Parking Services LLC
Attn: Jon Diamond
605 First Avenue, Suite 600
Seattle, Washington 98104

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

DIAMOND PARKING SERVICES, LLC (PROVIDER):

By: _____

By: _____

City Administrator

Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date



**CITY OF
ASHLAND**

**City of Ashland
RFP Project 2018-24
Downtown Parking Enforcement and Administration Services
Due: October 2, 2018 by 2:00 PM**

Submitted by:

Chuck Harvison – Regional Mgr., Oregon
Diamond Parking Services
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Eugene OR 97401
O: 541-343-3733
C: 541-556-0983
chuck.harvison@diamondparking.com

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* Due to the RFP requirement (Section 7.3 of the Solicitation Document), that this proposal contain no more than 8 pages except for proposer attachments, proposal form and resumes, we have not included a Cover Letter or Table of Contents, as the Proposal Preparation and Format instructions (Also Section 7.3 in the Solicitation Document) did not request either.

PROJECT APPROACH

Thank you for allowing us to submit our proposal for the Downtown Ashland Parking Enforcement contract for the City of Ashland. Diamond Parking is honored to be the current parking contractor for the City of Ashland. We enjoy our close working relationship with the City of Ashland and have become proficiently familiar with all City of Ashland parking codes, as well as, all aspects of the City of Ashland parking operation. We have learned that excellent customer service and professionalism are paramount to the City of Ashland. This has also been a core value of Diamond Parking and a cornerstone of our success thus far. Diamond Parking's ability to handle growth and implement new strategies is also important. Since Diamond Parking's inception in 1922, Diamond Parking has continuously improved our processes and procedures, and today, we are viewed as a benchmark in the parking industry. As many of our current customers will tell you, our high standards enable us to outperform your expectations through excellent customer service, industry best practices, and forward-thinking to maximize our clients' revenue.

We feel confident that your selection of Diamond Parking will be rewarding to your bottom line and to your peace of mind. Our efforts will continue to focus on providing efficient, well-run facilities with responsive management, and excellent customer service. Diamond Parking looks forward to continuing our productive partnership with the City of Ashland and the continued growth of the City's parking program and we thank you for your consideration.

CITY OF ASHLAND OPERATIONS

Diamond Parking has been proud to serve the City of Ashland for the last 17 years, and currently meeting all of the requirements outlined in Section 3 - Scope of Services. Diamond Parking has been instrumental in helping the City of Ashland develop and improve its parking system. The City of Ashland has improved services for its customers, provided low-cost parking options, and changed parking rules and municipal code to better serve downtown's parking needs. Diamond Parking has always been willing to help the City in any way possible, to provide industry expertise, to provide valuable information to direct the City's parking policy, and to be flexible to accommodate the City with any changes it implements.

Diamond Parking has been operating in the City of Ashland since 2001. What started as an on-street parking enforcement contract over 17 years ago has expanded into much more. Since our first contract with the City of Ashland began in 2001, we have expanded our services to include additional parking areas and increased patrols. Since we were awarded our current contract in 2011, parking revenue has grown from \$216,371.00 to \$454,764.00 in 2017. Over the last 7 years we have increased parking revenue to the City of Ashland by more than 110%. We continue to improve revenues for the City each year. Diamond Parking has been instrumental in providing parking management surveys, reports, and analysis to better serve

the parking management needs for the City of Ashland. We feel we have a “competitive edge” over our competition, as we specialize in parking management, not just parking enforcement.

The management and staff of Diamond Parking in Ashland have maintained a close working relationship with the City to identify opportunities, challenges, and to provide solutions to challenging parking issues.

Diamond Parking has been closely involved in creating new parking policies and procedures, in conjunction with City of Ashland. These include parking code revisions, changes in parking policies, and identifying habitual offenders. Diamond Parking was also involved in a recent parking study for the City of Ashland by Rick Williams. Diamond Parking has identified vendors that have allowed the City of Ashland to obtain lower prices for supplies for the pay stations as well as ticket stock. In March 2018, we upgraded our parking enforcement software and hardware with OmniPark which will allow our system to easily implement online citation payments, pay-by-phone parking for the parking structure as well as on-street, if the City of Ashland chooses to go that direction in the future.

Our management and staff have always been willing to do whatever it takes to assist City of Ashland, regardless if these services are the scope of our contracted services or not.

SCOPE OF SERVICES

Due to the RFP requirement (Section 7.3 of the Solicitation Document), that this proposal contain no more than 8 pages except for proposer attachments, proposal form and resumes, we have addressed each individual item in the “Scope of Services - Attachment A” in the “Appendix and Attachments” section located at the end of this proposal.

PROJECT TEAM EXPERIENCE, QUALITY OF SERVICE

DIAMOND PARKING BACKGROUND

Diamond Parking Services is the oldest and largest family-owned parking company in the world. Louis Diamond started it all in 1922 with the creation of an Automotive Maintenance Company. Shortly after opening the business, a doctor gave him ten cents to leave his car parked all day on the lot and Diamond Parking Services was born.

Three generations of the Diamond family have been actively involved in the day-to-day operations of Diamond Enterprises. Josef, Joel and Jonathon Diamond have each worked diligently to grow and expand Diamond Parking on the solid foundation of honesty, dependability, industry-leading expertise, and forward-thinking innovation.



Diamond Parking 1937

Diamond Parking has 95 years of continuous parking experience making us one of the oldest parking companies in the country. Today, we are a multi-national corporation operating in the United States and Canada. We currently manage over 1,900 locations in nine states including Washington, Oregon, Idaho, Montana, Utah, California, Alaska, Florida, and Hawaii. The locations that we operate include the operations of parking facilities ranging from sports arenas, ferry terminals, hotels, shopping centers, multi-level garages, valet operations, "Park N Fly" facilities, Municipal On-Street Parking Enforcement and Administration programs and numerous surface locations.

Diamond Parking is the predominant leader of the parking industry in regards to both the relative experience and knowledge required to represent municipalities On-Street Parking Enforcement and Administration Programs. Historically, few parking operators within the industry are proven to dedicate and maintain the necessary supportive resources needed to exceed the standards of a municipality's interest of On-Street Parking Enforcement and Administration Programs. Diamond Parking currently operates the On-Street Enforcement and Administration Programs for the municipalities of Bellevue, Washington; Redmond, Washington; Coeur d'Alene, Idaho; Ashland, Oregon; Medford, Oregon; and Bend, Oregon. Diamond Parking recognizes and understands a Cities interest in regards to revenue opportunities, consistent patrols, desired level of service, representing the City as liaisons to the constituents for which they are responsible.

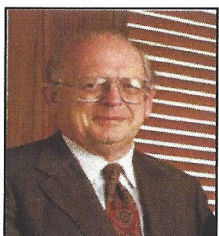
No other company has the experience in operations that Diamond Parking has throughout the Northwest (including Canada), or the number of managed locations.

Diamond Parking recognizes that we are in a business industry that is not well perceived by the general public (no one wants to pay to park or receive a parking citation). We strive to achieve an 'uneventful parking experience' for all our customers and patrons. Our office hours are established beyond what is typical for the same market size and/or area in comparison to our competitors. All City, Operations and Regional Managers have business cards with mobile cell and individual home phone numbers offered for accessible contact by our customers. All monthly permits have the phone number for Linda Fait, the Operations Manager, as well as the phone number of Joel Diamond, the CEO of Diamond Parking. Diamond Parking strives to treat every customer with respect and dignity and maintains an A+ rating with the Better Business Bureau.

DIAMOND PARKING EMPLOYEE BIOGRAPHIES/EXPERIENCE/RESUMES

Executive Management

Following are brief resumes of our Executive Management team who will be involved in the management of the parking facilities.



Joel Diamond, Chairman, Chief Executive Officer

Joel Diamond has well over 50 years of experience in the parking industry, beginning as a parking attendant and working his way up through the ranks. He has also served on the National Parking Association's Board of Directors

for a number of years. Under Joel's leadership, Diamond Parking Service has expanded its operation into nine states and Canada. Diamond Parking operates over 1,900 locations including sports arenas, airport operations, hospitals, hotels, resorts, multi-level parking garages, and municipal On-Street Parking programs.



Jon Diamond, President, Chief Operating Officer

Jon Diamond has over 25 years of full time parking experience and oversees all leasing, real estate and marketing activity for Diamond Parking Service. Like Joel, Jon has worked as a lot checker, attendant, supervisor and city manager. Not satisfied with the status quo, Jon is aggressively seeking innovative ways to better meet the needs of our clients and customers through improved technology while maintaining our successful business practice of being accessible and 'people' will remain our primary asset.

Dave Watson, Senior Vice President, Parking Operations

Dave Watson has over 25 years of experience in the service industry and has been with Diamond Parking Service for over 20 years. Dave is responsible for the day-to-day operations of the entire field and takes an active role in supporting City, Operations and Regional Managers. Dave has been instrumental in managing the company's growth. He steadfastly leads the Diamond Parking field management staff with a diversified and open-minded approach to new concepts and opportunities while maintaining scrutiny of our past successes. His inspiration led the growth of Diamond Parking toward public/private partnership concepts that previously was only realized by other industry facets. Still today, most companies within the parking industry still are challenged to successfully start or transition any On-Street Parking Enforcement program with success. Dave's continued support and dedication toward field operations ensures that our clients have reliable parking management options that are supported with proven results to exceed their expectations.

Bob Turley, Chief Financial Officer

Bob Turley is a Certified Public Accountant with over 25 years of accounting and auditing experience. He is a "hands-on" manager and is responsible for the accuracy and completeness of the operating statements for all properties that Diamond Parking owns, leased or is under agreement. He is committed to improving the Company's outstanding reputation for providing timely, accurate and meaningful financial information to its landlords and other financial statement users. Bob has a B.A. in Political Science and a B.S.B.A. in Accounting from the University of Arkansas.

Chuck Harvison, Regional Manager

Chuck Harvison joined Diamond Parking Services in 2013 after a 25 year career in retail management. Since joining Diamond Parking, Chuck has served as City Manager for the Eugene/Salem, OR market. Chuck has a strong record of success in his different positions within the company. Chuck is a dynamic leader with an innate ability to maximize profitability and build strong relationships within the community.



Today Chuck is the Regional Manager of Oregon and Vancouver, WA and is responsible for overseeing the day-to-day operations that Diamond Parking has throughout the State of Oregon and Vancouver, WA.

Linda Fait, Operations Manager

Linda Fait is the Operations Manager for Medford and Ashland, OR. Linda has 17 years of parking management experience and works closely with the City of Ashland to ensure contract compliance and to provide consistent and professional service to everyone. Linda has extensive knowledge and experience with on-street parking enforcement and has been instrumental in the success of our Medford and Ashland operations.

Parking Enforcement Officers

The collective work experience of the Diamond Parking Ashland Team is over 20 years. The Parking Enforcement Officers know the importance of quality and equitable enforcement and are very familiar with downtown Ashland and the parking needs of our customers. Our officers live in the Ashland area, like living in the Ashland area, and share this positive mentality with the customers they encounter. Officers are trained in conflict resolution, customer service, and all are certified Private Security Professionals through the Department of Public Safety Standards and Training (DPSST).

Heather Rodriguez is our Lead Parking Enforcement Officer Supervisor. On September 20, 2012, Heather began her career with Diamond as a Parking Enforcement Officer. She clearly showed a dedication and consistency and was later promoted to Lead Supervisor. Heather is in charge of all scheduling, safety meetings, collections, daily cash & credit card transactions as well as permit sales. She assists with employee reviews and audits. She is the front-line person when a customer has a parking question, problem or complaint.

Gerardo Chavez, Jr. and Casandra Thornsby are the newest members of our team and were hired by Diamond Parking Service as a Parking Enforcement Officers in June 2018. They have learned the equipment and all of the routes very quickly. They have excellent customer service skills and have gained proficiency on all of the routes in the Downtown Public Parking District.

James Garrison joined our team in January 2018 as a part-time Parking Enforcement Officer. He has excellent customer service skills and comes to us with a background in business, customer service and computer skills.

Dean Vancantfort joined our team in November 2017. She is a part-time clerical assistant for parking appeals and collections.

REFERENCES AND LETTERS OF RECOMMENDATION

Due to the RFP requirement (Section 7.3 of the Solicitation Document), that this proposal contain no more than 8 pages except for proposer attachments, proposal form and resumes, we have provided references in the "References - Attachment B" and letters of



recommendation in the “Letters of Recommendation - Attachment C” in the “Appendix and Attachments” section located at the end of this proposal.

FEE SCHEDULE

DETAILED MONTHLY EXPENSES

Administrative/Supervision Labor	\$4772.54	54 hours/week @ \$20.40 per hour.
Payroll Taxes/Benefits	\$1336.31	28% is the company average.
Office Rent	\$750.00	
Utilities	\$40.00	
Telephone Line/Long Distance	\$90.77	
Cell Phones (handhelds)	\$122.09	
Modem/Internet	\$60.00	
Repairs/Equipment Maintenance	\$125.00	
Supplies	\$409.17	Ticket & office supplies, permit costs, etc.
Taxes & Licenses	\$13.13	
Uniforms	\$60.00	
Postage	\$60.75	
Audit Expense	\$50.48	2 hours @ \$25.24 per hour.
Banking	\$130.00	
Insurance	\$110.00	
Accounting & data processing	\$175.00	Corporate accounting charges.
Total Expenses	\$8305.24	
Contractor Profit	\$750.00	
<u>FIXED MONTHLY SUPERVISION & ADMINISTRATION FEE</u>	<u>\$9055.24</u>	

Pricing Proposal – Fixed Monthly Supervision & Administration Management Fee

<i>Dec. 2018 – Dec. 2019</i>	<i>\$ 9055.24/Month</i>	<i>Annualized</i>	<i>\$108,662.88</i>
<i>Dec. 2019 – Dec. 2020</i>	<i>\$ 9326.90/Month</i>	<i>Annualized</i>	<i>\$111,922.80</i>
<i>Dec. 2020 – Dec. 2021</i>	<i>\$ 9606.71/Month</i>	<i>Annualized</i>	<i>\$115,280.52</i>
<i>Dec. 2021 – Dec. 2022 (If Extended)</i>	<i>\$ 9894.91/Month</i>	<i>Annualized</i>	<i>\$118,738.92</i>
<i>Dec. 2022 – Dec. 2023 (If Extended)</i>	<i>\$10,191.76/Month</i>	<i>Annualized</i>	<i>\$122,301.12</i>

REIMBURSED FEES

Enforcement Labor and Court Appearance Fees (Reimbursed) \$19.35 Per Hour

- Billed per hour at the Living Wage of \$15.12 plus 28% taxes and benefits (company average)
- To be adjusted annually based on any changes with the Living wage

Credit Card Fees

Credit card processing fees, PCI Compliance Fees, EMS Processing Fees to be reimbursed at cost - \$1218.91 Per Month Avg. 2018 Year-to-Date through Aug. 2018



PROPOSAL FORM

Due to the RFP requirement (Section 7.3 of the Solicitation Document), that this proposal contain no more than 8 pages except for proposer attachments, proposal form and resumes, we have provided the required, signed Proposal Form in the “Proposal Form - Attachment D” in the “Appendix and Attachments” section located at the end of this proposal.

TERMINATION FOR DEFAULT

Diamond Parking Services has not had a contract terminated for default in the last five years.

SUMMARY

Our Ashland Diamond Parking team has been providing excellent service to City of Ashland since 2001.

In order to supply the best possible product to the City of Ashland, we are always ready to move forward with new policies, technology, and programs as directed by the City of Ashland. We are prepared to attend meetings and focus groups and to provide any information necessary to help the City of Ashland parking program continue to thrive.

It is understood by everyone that what we do is not popular. You will not see many other parking companies with an A+ rating with the Better Business Bureau. We work hard to maintain the highest level of customer service and this is one reason why Diamond Parking is the contractor of choice for any municipal contract. The mission of our operation is to provide excellent customer service to City of Ashland and all parking customers. We will continue to assist the City in all aspects of parking management whether or not it is within the scope of our contracted services. We are willing to do whatever makes good business sense to help keep downtown Ashland vital for everyone.

On behalf of the entire Diamond Parking Ashland team, we love Ashland and we believe that our downtown is one of the most diverse in the West. We understand the importance of parking enforcement to ensure available parking for customers and to supply revenues for the City of Ashland to maintain its parking facilities and parking system. We will work diligently to maintain relationships downtown, educate the citizens and businesses about the parking system, and to keep the parking system working smoothly. We will also work diligently to maintain these core values and integrity.

Chuck Harvison
Regional Manager, Oregon
Diamond Parking LLC



Linda Fait
Operations Manager, Ashland, OR
Diamond Parking LLC

APPENDIX AND ATTACHMENTS

"SCOPE OF SERVICES ATTACHMENT A"

SECTION 3 - SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

- **Personnel, Materials, and Equipment:** *Diamond Parking already has in place a very competent staff as well as all necessary supplies, equipment, tools and incidentals for the performance of this contract. This includes, but is not limited to citation rolls, envelopes, permits. All enforcement equipment was upgraded in March 2018 and is state-of-the-art parking enforcement software and hardware, durable for all kinds of weather.*
- **Safety Equipment:** *Diamond Parking will provide and use any and all safety equipment, including but not limited to hard hats, safety vests and clothing required by State and Federal regulations and City policies and procedures.*
- **Professional Responsibilities:** *Diamond Parking shall continue to perform the work using the highest standards of care, skill and diligence provided by a parking enforcement professional and shall comply with all applicable codes and standards.*
- **Project Management:** *Diamond Parking and the City staff will meet as required during contract duration to consistently review the scope, budget, schedule and deliverables. Diamond Parking will organize and manage the project team and coordinate with City project manager and City staff.*
- **Monthly Invoices/Remittance Sheets and Progress Reports:** *Diamond Parking shall prepare a monthly management report which will outline citation revenue, parking structure revenue, and permit revenue. These can be provided at a date mutually agreed upon in the final contract.*

3.2 SPECIFIC REQUIREMENTS

- *Diamond Parking understands that that parking enforcement services will be performed in the City's downtown parking District. This District includes four (4) City owned public parking lots, one (1) City owned three-story parking structure and approximately twelve(12) square blocks of public on street parking. All public parking is time regulated.*
- **Patrol Area and Hours of Enforcement:** *Diamond Parking enforcement officers will continue to patrol all publicly owned on and off-street parking facilities as outlined in the RFP Appendix "D" Enforcement Boundary Map.*
 - *Diamond Parking acknowledges that any changes to the Enforcement Boundary Map shall be agreed upon by both Diamond Parking and the City through a formal amendment to the executed contract.*
 - *Diamond Parking understands that the City may expand the boundaries of the patrol area within the contract term to include the "supplemental area" as defined on the Enforcement Boundary Map.*
 - *Diamond Parking will patrol additional areas at the request of the City in the "supplemental area" as defined on the Enforcement Boundary Map.*

- *Diamond Parking understands that any amendments to the executed contract shall detail the expanded boundaries of the patrol areas and any additional costs associated with the expanded enforcement requirements.*
- *Diamond Parking enforcement officers currently patrol between the hours of 8:30 a.m. to 5:00 p.m., Monday thru Saturday.*
 - *There is no enforcement on City-approved holidays referenced in the RFP Appendix E.*
 - *Diamond Parking understands that the City will occasionally request parking enforcement services outside of the service boundary area. These requests will be agreed upon by the City and Diamond Parking. These special enforcement services will be billed at the standard Contractor rates.*
- *Diamond Parking will designate up to an additional 1.5 hours per day for non-enforcement activity, which includes customer service duties, and court related time. If additional time is not required, this time will be utilized for additional enforcement time during the authorized patrol hours.*
- *If necessary, Diamond Parking will provide additional enforcement hours at the request of the City. The rate of billing will be at the standard rate or as determined and agreed to in advance by The City of Ashland and Diamond Parking.*
- *In the event of inclement weather, Diamond Parking will request approval from the City to modify enforcement duties due to severe weather related issues. These modifications may include a reduction in patrol hours, or enforcement regulations.*

3.3 ENFORCEMENT DUTIES

- *Diamond Parking will continue to enforce all current and future approved parking regulations with respect to on-street parking, structure parking, and surface lot parking within the District.*
- *The schedules and enforcement routes are determined by the Diamond Parking Supervisor which will be based on frequency and priority, alternating routes to eliminate predictability. Diamond Parking ensures, through regular route audits, that the coverage is adequate, fair, regular and consistent. This documentation is available at the City's request for review.*
- *Diamond Parking currently operates in conformance with City Ordinances and Parking Enforcement policies currently in effect or approved during the term of the contract. This is per:*
 - *RFP Appendix F Ashland Municipal Code Chapter 11, Parking Regulations*
- *Vehicles that are parked within the time-limited areas on the assigned enforcement routes will be inventoried. Citations are issued to vehicles that exceed the posted time limits and/or vehicles in violation of Ashland Municipal Code Chapter 11, or ORS statutes pertaining to ADA violations. These infractions include: all overtime parking infractions, restricted "no parking" areas, handicapped parking violations, abandoned vehicle (72 hour) violations, parking in crosswalks, parking outside of marked stalls, violations for parking in no parking areas or as prohibited by State or local laws.*
- *Violations are also issued for parking in a hydrant area, within a driveway approach, and within intersections and crosswalks. Diamond Parking will also enforce all parking restricted and special event zones when required by special event or permit.*



- *Diamond Parking will continue to locate any parked vehicles that need to be booted or towed in accordance with the criteria provided by the City. If said vehicle meets that criteria for towing, Diamond Parking shall arrange for towing of vehicle in violation of regulations.*
- *Diamond Parking currently notifies the City of any/all missing or damaged signage found within the downtown parking district. Locations and photos are sent to the assigned City staff person responsible for correcting these matters.*
- *Diamond Parking currently maintains the three (3) Parking Pay Stations located in the Hargadine parking structure which includes upgrades to software, hardware, maintenance contracts and supplies. If the equipment is not able to be repaired, Diamond Parking will notify the City immediately for direction on how to proceed. Diamond Parking will continue to maintain any additional pay station equipment placed by the City.*
- *Diamond Parking processes all payments for fines and penalties associated with the contract requirements. We are the first point of contact regarding complaints, and if a resolution cannot be attained, the responsible City staff person will be notified. Diamond Parking will remit 100% of the original parking fine collected, including delinquent fees for the prior month, to the City at a date to be determined prior to final contract approval.*
 - *Diamond Parking acknowledges that parking fine amounts are approved by the City Council and enacted through resolution as referenced in RFP Appendix G.*
- *Diamond Parking will send all parking citation appeals and requests for court appearance to the Ashland Municipal Court for trial date and/or resolution. If a trial date is set, Diamond Parking personnel shall appear in court with appropriate evidence and testimony. All Diamond Parking enforcement employees are trained in proper court protocol. This includes presentation and explanation of material pertinent to the disputed case. All enforcement officers are trained to address the facts of the case without prejudice or personal feelings regarding the case itself, or the defendant.*
- *Diamond Parking has contracted with a local collection agency to send out “Notice of Unpaid Parking Violation” letters to the registered owner of the vehicle 15 days after citation was issued, if payment has not been received.*
- *If operating a vehicle, Diamond Parking staff will conform by having a pre-approved enforcement vehicle; a valid Oregon driver’s license; vehicle will have appropriate vehicular markings (including a warning sign of “frequent stops”); and will operate in compliance with state and local motor vehicle laws.*
- *Diamond Parking will continue enforce by foot and/or bike, and will comply with all local and state pedestrian and traffic laws as identified in the Oregon Driver’s Manual as well as the City of Ashland Municipal Traffic Codes.*

3.4 PERSONNEL & OPERATIONS METHODOLOGY

- *Diamond Parking will be responsible for compliance with all local, state and federal laws. We will respond to any inspections or audits by regulatory agencies. Diamond Parking will be responsible for any fines or penalties related to negligence or non-compliance of any state and/or federal employment laws. If applicable, Diamond Parking will respond in full compliance to any violation pertaining to the above stated laws and/or regulations.*



Diamond Parking will also be responsible for supervision, discipline and termination of employees when required.

- *Diamond Parking currently operates out of an office conveniently located in the downtown parking district on Lithia Way and maintains a storage unit for records storage.*
- *Diamond Parking understands that we are responsible for all direct operating costs throughout the contract duration, including personnel labor rates, supervisor rates, record keeping, accounting, supplies, and uniforms.*
- *Diamond Parking will be responsible for the recruiting, selection, hiring and training of all enforcement officers and personnel. Diamond Parking will ensure that all employees are qualified for a Limited Commission from the City. Diamond Parking understands and will provide the City of Ashland with all personnel information required for issuing a Limited Commission. The City shall review all background forms and information gathered on prospective enforcement employees prior to authorizing issuance of a Limited Commission. Diamond Parking commits to obtaining high quality employees as representative agents for the City of Ashland, and will ensure all applicants possess the following skills and/or qualifications prior to being offered employment:*
 - *High School Diploma or GED equivalent.*
 - *Physical and mental capacity for performance of duties.*
 - *Ability to give and follow oral and written instructions in English.*
 - *Ability to effectively communicate with public and City officials.*
 - *Ability to remain calm and use good judgment and initiative in an emergency.*
 - *Submit to and pass required pre-employment criminal background checks consisting of previous convictions, references and warrants*
 - *Possession of a current and valid Driver's license issued by the State of Oregon.*
 - *A driving record free of any suspension of driving privileges*
 - *Submission and passing of pre-employment drug screening test*
- *Diamond Parking understands and accepts the responsibility for the discipline and termination of Limited Commission Employees when required. Diamond Parking also acknowledges that the City of Ashland can revoke any Limited Commission Employee under the following conditions:*
 - *Employee submits false information on job application, or during the interview.*
 - *Employee fails to maintain a current Oregon state driver's license.*
 - *Employee uses illegal drugs or alcohol while on duty.*
 - *Employee is convicted of a misdemeanor or felony; employee exhibits continued issues of non-professionalism, or any unlawful behavior during employment.*
- *All Diamond Parking employees will wear professional appearing uniforms with the Diamond Parking logo. Name badges are issued with employee's photo, first name and agent number which clearly identifies them as Diamond Parking employees.*
- *Diamond Parking understands and will comply with the policy to not carry any firearms or other types of weapons while on duty as employees/agents representing Diamond Parking and/or the City of Ashland.*
- *All Diamond Parking employees are trained in customer service. The staff is trained to perform their services with impartiality, courtesy and politeness. All employees are also*

trained in conflict resolution and will not engage in arguments or confrontations under any circumstances.

- *Diamond Parking employees and associates will not implicitly or explicitly represent themselves as police officers.*
- *Diamond Parking will be responsible for assuring employee compliance with all laws and regulations, and compliance for all employment related laws and regulations. All parking enforcement personnel are considered employees of Diamond Parking and not of the City of Ashland.*

3.5 TRAINING

- *Diamond Parking management will be responsible for the training of all enforcement personnel. All are certified Private Security Professionals through the Department of Public Safety Standards and Training (DPSST).*
 - *Diamond Parking is committed to providing excellent customer service. We understand that as representatives of the City of Ashland that our actions reflect upon you. We are committed to presenting ourselves in a professional and friendly manner. All parking enforcement officers strive to assist any customer who has questions regarding Downtown parking. We understand that nobody enjoys receiving a parking citation.*
 - *Diamond Parking enforcement officers are currently trained to assist the parking public in finding the best parking accommodations, as well as the many attractions and events that are occurring in the Downtown District. Many tourists have considered our parking enforcement staff as a "walking Chamber of Commerce". Our officers are also fluent on the City of Ashland Municipal Codes Chapter 11. Every Diamond Parking enforcement officer is also trained on all ORS (Oregon Revised Statutes) violations relating to parking laws and regulations, including ADA (American Disability Act) laws, regulations, and requirements pertaining to parking.*
 - *Due to the nature of our business all enforcement officers and employees are trained to deal with difficult people. Diamond Parking enforcement officers are trained in conflict management and dispute resolution – knowing not to engage in an argument with a customer under any circumstance. If a patroller is approached by an angry or hostile customer, they are trained to diffuse the situation by explaining why the citation was issued, and how to properly contest the citation. If that fails, the customer is directed to a supervisor.*
 - *Diamond Parking will train and educate our employees regarding Civil Rights laws. We will commit to abide and comply with all local, state and federal laws regarding Civil Rights laws, as outlined by the State of Oregon. These include but are not limited to the knowledge and understanding of protected classes, religious accommodations, required postings as well as laws pertaining to whistle blowing and pre-employment questioning.*
 - *Diamond Parking enforcement officers are trained and educated in proper courtroom protocol and procedures. This includes, but is not limited to testimony presentation, personal conduct and appearance. Furthermore, all Diamond Parking enforcement*

- officers are trained in the proper procedures and protocols for completing affidavits when required.*
- *All Diamond Parking employees receive a job description at application time. All are required to read and acknowledge the Diamond Parking Employee, Parking Procedures handbooks, and Health & Safety manual. Emergency procedures are reviewed with each employee and posted in a conspicuous place, as well as outlined in the Health & Safety manual. Any emergency procedures enacted by Diamond Parking will be reported to the City of Ashland for review.*
 - *Diamond Parking will comply with all laws and regulations pertaining to OSHA laws. Diamond Parking requires that all locations perform monthly meetings and retain all meeting minutes on file. All required material is posted in a conspicuous place in the local Diamond Parking office. In the case of an accident, all Diamond Parking employees will follow specific procedures as outlined and posted.*
 - *Diamond Parking will comply with all local and state pedestrian and traffic laws as identified in the Oregon Driver's Manual as well as the City of Ashland Municipal Codes.*
 - *All Diamond Parking employees are trained in Public and Traffic Safety and constantly observe their surroundings to identify and report any potential hazards to the general public or potential traffic safety issues (i.e. broken or buckled sidewalks, damaged vehicle in the roadway).*
 - *Diamond Parking management acknowledges that the City will provide all materials related to regulations concerning enforcement. All other training materials will be provided by Diamond Parking.*

3.6 RECORD KEEPING AND REPORTS

- *Diamond Parking will be responsible to retain and provide all personnel, training and recordkeeping material, and will provide these materials to the City of Ashland at their request.*
- *All Diamond Parking personnel will have a personnel file and will be furnished to the City of Ashland at their request. All personnel files will consist of the following information:*
 - *Completed application form*
 - *Completed background investigation forms and testing process*
 - *Training received and related materials (training program available to City for approval prior to issuance of Limited Commission)*
 - *Complaints received and related responses*
- *Diamond Parking Enforcement Agents will maintain a daily logbook of all customer interaction, complaints and all related feedback during their enforcement patrol. All logbooks will be updated to the database on a daily basis. Daily activity logs will contain the following information:*
 - *Number of citations issued by type, and location*
 - *Number of warnings issued*
 - *Number of boots/impounds*
 - *Location and hour of handicap parking enforcement*
 - *Number of parking related service requests from citizens.*

- *All of the above reports by day, date, hour and location*
- *Diamond Parking will keep and maintain all records as listed above for a minimum of three years following the expiration or termination of the contract. Current year records are located at our office, but due to the size of our office, prior years records are kept at a gated and secured storage unit. Diamond Parking will maintain all records and materials in an orderly and organized manner. Diamond Parking will make all above listed materials available for inspection and copying at the request of the City of Ashland during business hours.*
- *Diamond Parking shall prepare and submit a monthly summary of all labor hours used, separated by patrol hours, non-patrol hours, customer service hours and record of time spent in municipal court. This summary will also include all unused non-enforcement hours.*
- *Diamond Parking will prepare and submit a monthly summary of ticket activity, including the number of citations issued by type, and location. Additionally, a summary of voided citations with an explanation will be submitted on this report. Diamond Parking cannot, and will not void a citation unless authorized by the Municipal Court Judge.*
- *This report will also include the statistical usage of the Hargadine parking structure.*
- *Diamond Parking will provide this report on a date mutually agreed upon with the City. Currently this report is available by the 20th of the month.*

3.7 CITY RIGHTS

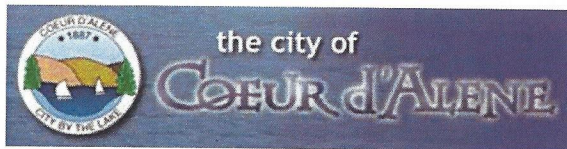
- *Diamond Parking understands that the City of Ashland has the right to establish, modify, add or delete enforcement areas, routes or hours of enforcement. Any changes that result in fewer hours of enforcement will be credited to the City at the hourly billing rate. Any changes that result in additional hours beyond those that are required by Diamond Parking will be billed at the hourly billing rate.*
- *Diamond Parking acknowledges the City of Ashland's right to set all hours of enforcement operations and to approve daily and weekly assignment schedules.*
- *Diamond Parking acknowledges the City's right to modify, alter, add, delete or replace any:*
 - *City supplied forms and or equipment*
 - *Procedures, instructions and code during the contract term.*
 - *Enforcement areas, beats, level of enforcement, placement of enforcement effort, and type of enforcement.*
- *Diamond Parking understands that the City has the right to approve or disapprove the employment or potential employment of an individual. Diamond Parking also understands that the City of Ashland reserves the right to test any new employee prior to issuing enforcement authority. It is acknowledged that the City also has the right to withdraw the enforcement authority of any personnel permanently or temporarily when such action is in the best interest of the City.*
- *Diamond Parking will comply if the City requested in writing, for the removal of an employee if continued employment would be detrimental to the City.*

"REFERENCES – ATTACHMENT B"

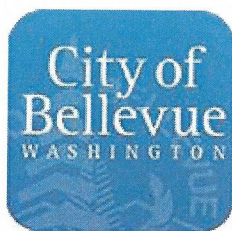


CITY OF BEND

City of Bend, Oregon
Mr. Drew Dietrich
Parking Demand Manager
710 NW Wall Street
Bend, Oregon 97703
(541) 312-4910
ddietrich@bendoregon.gov



City of Coeur d'Alene, Idaho
Mr. Troy Tymesen
City Administrator
710 E. Mullan Avenue
Coeur d'Alene, ID 83816
(208) 769-2225
troy@cdaid.org



City of Bellevue, Washington
Mr. Chris Long, PE, PTOE
Traffic Engineering Manager
450 110th Avenue NE
Bellevue, WA 98004
(425) 452-6013
clong@bellevuewa.gov



City of Redmond, Washington
Miss Kimberly Keeling
Transportation Programs Administrator
15670 NE 85th Street
Redmond, WA 98073
(425) 556-2451
khkeeling@redmond.gov

"LETTERS OF RECOMMENDATION – ATTACHMENT C"



City of Medford

Office of the City Manager

Continuous Improvement ~ Customer Service

September 4, 2018

Scott Fleury, P.E., Deputy Public Works Director
Selection Committee
City of Ashland
51 Winburn Way
Ashland, OR 97520


Dear Mr. Fleury and Selection Committee:

I am writing in support of Diamond Parking Service's proposal to provide enforcement services to the City of Ashland. Diamond Parking Services has provided parking enforcement services to downtown Medford for just short of the last two decades. And in late 2017 the City of Medford issued a new Request for Proposal and was pleased to award the contract to Diamond Parking.

About two years ago, I took over the staff position which manages downtown parking facilities, security, enforcement, and maintenance here at the City of Medford. I have learned so much, and I am now good at what I do because of the assistance, support, and great service from Diamond Parking. Diamond Parking Service's management and professional team has been a blessing to work with and has helped me learn the ropes that is "downtown parking". Management and staff respond to my requests in a timely manner, provide data needed for me to make decisions, and are very organized and reliable in every aspect of the job.

I highly recommend Diamond Parking Services to provide enforcement services to the City of Ashland. Feel free to contact me if you would like additional information. Thank you for your consideration.

Sincerely,



Crystal Palmerton
Assistant to the City Manager
Downtown Medford Parking

411 West 8th Street, Medford, OR 97501

email: mavor@cityofmedford.org, council@cityofmedford.org
Tel. 541.774.2000 • Fax 541.618.1700
www.cityofmedford.org



ECONOMIC DEVELOPMENT

Scott Fleury, PE
Deputy Public Works Director
City of Ashland
20 E. Main Street
Ashland, OR 97520.

Dear Mr. Fleury,

I am writing to provide a letter of recommendation for Diamond Parking Service.

Diamond Parking has provided enforcement and parking management services for the City of Bend for many years. Diamond is responsible for helping oversee the Downtown Bend parking district, an area that encompasses 325 businesses, 5,900 parking spaces, and sees almost 2.5 million visitors a year.

Diamond has been a critical influence at assuring that Bend City Code and State of Oregon laws are fairly and efficiently enforced in Downtown Bend. Parking enforcement is never a popular subject, but Diamond, and in particular, our Regional manager – Terence Spakousky – do this with aplomb. Diamond and Mr. Spakousky routinely provide good customer service and a desire to remain flexible and approachable. All while maintaining effective enforcement downtown, and completing their contractual obligations daily.

Effective enforcement by Diamond has led to consistent turnover of parking spaces downtown, increased revenue, and improved compliance for downtown parkers. As a result, downtown businesses continue to thrive, and Downtown Bend has seen greater visitation than ever before.

Diamond Parking remains an important partner for the City of Bend, and they have been a key factor in the ongoing success of Downtown Bend. I hope you take this in mind when considering them as a partner for the City of Ashland.

Sincerely,



Drew Dietrich

Parking Demand Manager, City of Bend



"PROPSAL FORM – ATTACHMENT D"

SECTION 8 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- SECTION 8 – Proposal Form
- Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes ___ No . If yes, indicate which categories below:

Minority Owned ___ Woman Owned ___ Emerging Small Business ___ Veteran Owned ___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

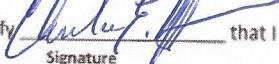
Circle each RFP addendum received: ① 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: ___

Each Bidder must identify whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

The Bidder is or is not ___ a resident Bidder as defined in ORS 279A.120.

Each Bidder must identify whether the Bidder is an "independent contractor" as defined in ORS 670.600

I certify  that I am an independent contractor as defined in ORS 670.600.
Signature

PROPOSER INFORMATION:

Diamond Parking Service LLC
Proposer Company Name

116 Lithia Way #7A, Ashland, OR 97520



Company Address (from which work will be performed)

(541) 552-1708
Telephone Number

(541) 552-1708
Fax Number

20-6322656
FEDERAL ID NUMBER

Signature: 

Printed Name: Charles E. Harvison

Title: Regional Manager - Oregon

Email Address: chuck.harvison@diamonddiamondparking.com



DIAMOND PARKING SERVICES LLC

October 24, 2018

Downtown Parking Enforcement and Administrations Services

Diamond Parking Services LLC will provide the following services in response to City of Ashland RFP #2018-24:

- Downtown Parking Enforcement Services as outlined in RFP #2018-24 Scope of Services sections 3.2, 3.3 and Ashland Municipal Code. These will include the collection of parking fines, and if a fine remains unpaid, the mailing of a delinquent letter to the registered owner of the vehicle on or about 31 days after the citation was issued.
- Parking Program Administration Services
- Personnel, Materials and Equipment as outlined in RFP #2018-24 Scope of Services sections 3.1, 3.4 and 3.5
- Project Management – Regular meetings and collaboration with designated City of Ashland representatives.
- Monthly Reporting and Invoices as outlined in RFP #2018-24 Scope of Services sections 3.1 and 3.6
- At City of Ashland request – Modify establish, add, delete, alter enforcement areas, routes, hours of enforcement, forms, equipment, procedures, and personnel as outlined in RFP #2018-24 Scope of Services section 3.7

Office: 116 Lithia Way, Suite 7A • Ashland, Oregon 97520
(541) 552-1422 • ashland@diamondparking.com

Home Office: 605 First Avenue, Suite 600 • Seattle, Washington 98104-2224
(800) 340-PARK • Fax (206) 285-5598 • www.diamondparking.com

DIAMOND PARKING SERVICES LLC

FEE SCHEDULE

DETAILED MONTHLY EXPENSES

Administrative/Supervision Labor	\$4772.54	54 hours/week @ \$20.40 per hour.
Payroll Taxes/Benefits	\$1336.31	28% is the company average.
Office Rent	\$750.00	
Utilities	\$40.00	
Telephone Line/Long Distance	\$90.77	
Cell Phones (handhelds)	\$122.09	
Modem/Internet	\$60.00	
Repairs/Equipment Maintenance	\$125.00	
Supplies	\$409.17	Ticket & office supplies, permit costs, etc.
Taxes & Licenses	\$13.13	
Uniforms	\$60.00	
Postage	\$60.75	
Audit Expense	\$50.48	2 hours @ \$25.24 per hour.
Banking	\$130.00	
Insurance	\$110.00	
Accounting & data processing	\$175.00	Corporate accounting charges.
Total Expenses	<u>\$8305.24</u>	
Contractor Profit	\$750.00	
FIXED MONTHLY SUPERVISION & ADMINISTRATION FEE	<u>\$9055.24</u>	

Pricing Proposal – Fixed Monthly Supervision & Administration Management Fee

<i>Dec. 2018 – Dec. 2019</i>	<i>\$ 9055.24/Month</i>	<i>Annualized</i>	<i>\$108,662.88</i>
<i>Dec. 2019 – Dec. 2020</i>	<i>\$ 9326.90/Month</i>	<i>Annualized</i>	<i>\$111,922.80</i>
<i>Dec. 2020 – Dec. 2021</i>	<i>\$ 9606.71/Month</i>	<i>Annualized</i>	<i>\$115,280.52</i>
<i>Dec. 2021 – Dec. 2022 (If Extended)</i>	<i>\$ 9894.91/Month</i>	<i>Annualized</i>	<i>\$118,738.92</i>
<i>Dec. 2022 – Dec. 2023 (If Extended)</i>	<i>\$10,191.76/Month</i>	<i>Annualized</i>	<i>\$122,301.12</i>

REIMBURSED FEES

Enforcement Labor and Court Appearance Fees (Reimbursed) \$19.35 Per Hour

- Billed per hour at the Living Wage of \$15.12 plus 28% taxes and benefits (company average)
- To be adjusted annually based on any changes with the Living wage

Credit Card Fees

Credit card processing fees, PCI Compliance Fees, EMS Processing Fees to be reimbursed at cost - \$1218.91 Per Month Avg. 2018 Year-to-Date through Aug. 2018

The Oldest and Largest Family-Owned Parking Company In The World