

# Council Business Meeting

December 18, 2018

<b>Agenda Item</b>	Downtown Parking Management and Enforcement – Contract Approval	
<b>From</b>	Adam Hanks	Assistant to the City Administrator
<b>Contact</b>	<a href="mailto:Adam.hanks@ashland.or.us">Adam.hanks@ashland.or.us</a> 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.

At its November 20, 2018 meeting, Council requested that staff provide additional information and summary analysis of the City providing parking management and enforcement services “in-house” versus the third party contract with Diamond Parking. Staff has included this information as an additional section within the Fiscal Impacts section of this staff report.

## **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 has been 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 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 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 Contract.

### **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, including issuance of late notices and assignment to collections agencies. The contractor is the first line of citizen contact for citation disputes, regularly attends Municipal 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)

#### **Parking Enforcement and Management Contract – Summary of Services \***

Annual fixed labor expense is billed to the City based on an estimate of a total of 54 hours per week for the following:

- Multiple patrol staff (2.5 FTE)
- One full time lead supervisor with occasional patrol (1.0 FTE)
- On-site manager (.50 FTE)
- Limited additional clerical and regional/corporate management.

Wages for this staffing level are billed using the City's Living wage ordinance, currently \$15.12/hr plus an estimated additional 28% of wages for taxes/benefits for a billable total of \$19.35/hr for total labor cost.

Equipment and overhead includes the following:

- Handheld devices/mobile printers
- Parking Enforcement Software/Internet connections
- Office Space/utilities
- Printing/mailing costs for late notices and collections processing
- Banking/insurance/accounting/data processing

The total annual cost of providing the services detailed in Attachment A – Scope of Services” in the Diamond Parking Services RFP response is \$108,662.88 for year one with slight annual increases due to annual changes to the Living Wage ordinance.

- \*page 7 of Diamond RFP response

Third party contracting is typically done when another entity (public or private) has the proficiency and expertise to carry out the services requested at a lesser cost, while at the same time completing the work equally or more effectively than the City could internally. Comparable labor costs for the City well exceed costs outlined in the Diamond RFP response. This is due to a variety of factors, including PERS, health insurance and union bargained wage scales. While no exact position match exists within the City's position classification structure, a similarly tasked position has a wage approximately twenty percent higher than the Diamond contract wage. Likewise, the benefit component of the staffing cost is approximately 10-15% higher for City staff than the contract wage.

Additionally, Diamond Parking Services is solely focused on parking management and enforcement, providing solid business operations, training of staff and knowledge of current opportunities in parking management equipment, software and best practices.

City Administration and Public Works staff participate in the overall parking management and enforcement program with monthly meetings, review and processing of monthly invoices, parking data tracking, interpretation of existing parking regulations, communication materials for customers (maps, fliers, etc) and long term system improvements.

#### **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 contract with Diamond Parking Services.

#### **REFERENCES & ATTACHMENTS**

Attachment 1: Goods and Services Contract-Diamond Parking Services

Attachment 2: Downtown Parking Enforcement RFP

Attachment 3: Diamond Parking Services – RFP Response

## GOODS AND SERVICES AGREEMENT

<p><b>CITY OF ASHLAND</b> 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: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
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



# 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](mailto:ashland@diamondparking.com)

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

**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.
<b>Total Expenses</b>	<b>\$8305.24</b>	
Contractor Profit	\$750.00	
<b>FIXED MONTHLY SUPERVISION &amp; ADMINISTRATION FEE</b>	<b>\$9055.24</b>	

**Pricing Proposal – Fixed Monthly Supervision & Administration Management Fee**

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

**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*

***REQUEST  
FOR  
PROPOSALS***

**PROJECT # 2018-24  
DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION  
SERVICES**

**PROJECT NO: 2018-24**

**PROJECT TYPE: Downtown Parking Enforcement and  
Administrative Services**

**PROPOSALS DUE: October 2, 2018; not later than 2:00 PM  
PST**

**SUBMIT PROPOSALS TO: City of Ashland Public Works -  
Engineering, at 51 Winburn Way,  
Ashland OR 97520;  
or by mail to:  
20 E. Main Street, Ashland, OR 97520**

**CITY PROJECT MANAGER: Scott Fleury, P.E., Deputy Public Works  
Director**

**PROJECT DURATION: Not to exceed five (5) years**



**CITY OF  
ASHLAND  
PUBLIC WORKS ENGINEERING  
20 E. MAIN STREET  
ASHLAND OR 97520  
541/488-5587**





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**ADVERTISEMENT**  
**CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS**  
**PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**

The City of Ashland (City) is seeking parking enforcement and administration services for Project **2018-24 DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**. The purpose of this project is to provide for the enforcement and administration of the downtown area (hereinafter referred to as the “District”). The District includes four (4) City-owned public parking lots, one (1) City-owned, three story parking garage, and approximately twelve (12) blocks of public on-street parking. All public parking in the District is time regulated.

The project will include, but is not specifically limited to, the following tasks:

- Patrol the District and enforce current time limited zone parking standards
- Provide exceptional customer service on behalf of the City
- Enforce parking restrictions in an impartial manner
- Appear in Court as necessary to testify with respect to parking-related cases

Proposals must be physically received by **October 2, 2018, not later than 2:00 PM PST** (main lobby clock), in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing proposals should allow normal delivery time to ensure the timely receipt of their proposals. Any proposal received after the date and time set for receipt of proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City’s Project Manager, Scott Fleury, P.E., Deputy Public Works Director at 541/488-5587 or by email at [scott.fleury@ashland.or.us](mailto:scott.fleury@ashland.or.us). Contractor selection is anticipated to result in the issuance of a contract for services substantially similar in form to the one provided in this Request for Proposals (RFP).

RFP documents may be downloaded from the Oregon Procurement Information Network (ORPIN). Any addendum that may be issued, relating to this RFP will be available from ORPIN, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to eight (8) pages.

Contractor selection will be based upon weighed criteria as set forth in the RFP and will include criteria including, but not limited to: similar project experience, general experience, staffing availability, schedule, and fee schedules.

The City of Ashland reserves the right to reject any and all proposals, to waive informalities, or to accept any proposal which appears to serve the best interests of the City of Ashland.

---

Paula C. Brown, PE, Public Works Director

**CITY OF ASHLAND  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS**

**PROJECT NO. 2018-24  
DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**

**SECTION 1 - PROJECT OVERVIEW**

**1.1 Objectives**

The City of Ashland (City) is seeking parking enforcement and administration services for Project **2018-24 DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**. The purpose of this project is to provide for the enforcement and administration of parking within the downtown area of the City of Ashland (hereinafter referred to as the “District”). The District includes four (4) City-owned public parking lots, one (1) City-owned three story parking garage, and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated. A map of the District is included in this RFP as Appendix D.

The project will include, but is not specifically limited to, the following tasks:

- Patrol the District and enforce current time limited zone parking standards
- Provide exceptional customer service on behalf of the City
- Enforce parking restrictions in an impartial manner
- Appear in Court as necessary to testify with respect to parking related cases

**1.2 Background Information**

The District includes four (4) City-owned public parking lots, one (1) City-owned three story parking garage, and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated. A map of the District is included in this RFP as Appendix D.

**SECTION 2 - SCHEDULE**

The schedule of events listed below represents the City’s estimated schedule for this request for proposal. This schedule is SUBECT TO CHANGE and will be adjusted as required.

	<b>EVENT</b>	<b>DAILY COUNT (CALENDAR DAYS)</b>	<b>DATE</b>
1.	Request for Proposal Released	0	8/30/2018
2.	Last Date for Requests for changes/Protests to Specifications/Questions	10 days prior to Closing Date	9/22/2018
3.	Last Date for City to Post Addenda	3 days prior to Closing Date	9/29/2018
4.	Closing Date (last day to submit Proposals)	33 days after Release of RFP	10/2/2018
5.	Responses Evaluated	15 days after Closing Date	10/17/2018
6.	Interviews Held (if necessary)	25+ days after Closing Date	10/31/2018
7.	Intent to Award Announced	30 days after Closing Date	11/1/2018
8.	Contract Negotiations	35 days after Closing Date	11/6/2018
9.	Contract Award		11/20/2018

## SECTION 3 - SCOPE OF SERVICES

### 3.1 General Requirements

- Personnel, Materials, & Equipment: The Contractor shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- Safety Equipment: The Contractor shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State and Federal regulations and City policies and procedures.
- Professional Responsibilities: The Contractor shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.
- Project Management: The Contractor and the City staff will meet as required during contract duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Contractor will organize and manage the project team and coordinate with city project manager and City staff.
- Monthly Invoices/Remittance Sheets and Progress Reports: The Contractor shall prepare monthly invoices and progress reports as outlined in record keeping and reports.

### 3.2 Specific Requirements

The selected contractor will be providing parking enforcement services for the City's downtown parking District. The District includes four (4) City owned public parking lots, one (1) City owned three story parking garage and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated.

Patrol Area and Hours of Enforcement:

- Patrol areas are referenced in Appendix D, the "Enforcement Boundary Map"
  - *Any changes to the Enforcement Boundary Map shall be agreed upon by both contractor and City through a formal amendment to the executed contract*
  - *It is expected that the City may expand the boundaries of the patrol area within the contract term to include the "supplemental area" defined on the Enforcement Boundary Map*
  - *Any amendments to the executed contract shall detail the expanded boundaries of the patrol areas and any additional costs associated with expanded enforcement requirements*
- Enforcement shall occur Monday through Saturday from 8:30 am to 5:00 pm
  - *Enforcement shall not occur on City approved holidays, which are referenced in Appendix E, 2018 APPROVED CITY HOLIDAYS*
  - *The City will occasionally ask contractor to provide enforcement service outside of service boundary area. Any enforcement activities of this type will be agreed upon by City and Contractor and billed at standard contractor rates.*
- Non-enforcement hours, of up to 1.5 per day, Monday through Saturday, maybe designated for use by the Enforcement Officer for customer service, court time and non-enforcement activity. If non-enforcement activity does not require the full 1.5 hours per day, the Enforcement Officer shall spend that time enforcing on-street parking during normal business hours

- Enforcement hours may be necessary for special events or assignments. Additional hours shall be billed at standard rates. The decision to use straight time or overtime rate will be based upon the contractor's Enforcement Officers availability and will be agreed upon in advance by Contractor and City Administrator or designee
- Contractor shall review and seek approval from the City Administrator or designee regarding any modifications to service hours or the enforcement boundary due to inclement weather conditions.

### 3.3 Enforcement Duties

- Contractor shall enforce current and future approved parking regulations with respect to on street parking, structure parking, and surface lot parking within the District.
- Contractor will be responsible for proposing patrol routes and schedules. The City requires that coverage is adequate, fair, regular and consistent and may request documentation on routes and schedules and reserves the right to require Contractor to adjust Patrol route and schedule to attain City goals
- Contractor will alternate the Enforcement Officer's patrol routes on a regular basis to eliminate predictability
- Contractor shall operate in conformance with City Ordinances and Parking Enforcement policies now in effect or approved during the term of the contract.
  - **Reference Appendix F for Ashland Municipal Code chapter 11, Parking Regulations**
- Enforce timed parking regulation violations
- Enforce restricted "no parking" areas
- Enforce handicapped parking violations
- Enforce abandoned vehicle (72 hour) parking violations
- Enforce violations for parking in crosswalks, violations for parking outside of marked stalls, violations for parking in no parking areas or as prohibited by State or local laws
- Enforce violations for parking in a hydrant area, within a driveway approach, within intersections and crosswalks
- Enforce parking restrictions and zones when required by a special event or permit
- Contractor will determine whether any parked vehicles need to be booted or towed in accordance with criteria provided by the City. If vehicle meets criteria for towing, contractor shall arrange for towing of the vehicle in violation of regulations.
- Contractor shall report any/all missing or damaged signage found within the "district". Notification shall be sent to assigned city staff person responsible for management of the parking enforcement contract. Notification will include type of sign and exact location
- Contractor to maintain paid parking service equipment within the Hargadine Parking Structure and any additional parking service equipment placed by the City during the approved contract term
- Contractor shall collect all fines associated with conformance to contract requirements. The contractor will be first point of contact regarding complaints, followed by responsible city staff person if a resolution cannot be attained. The contractor is not entitled to any part of the original parking fine amount collected. The contractor shall remit to the City 100% of all fines, including any delinquent fees for the prior month, to the City at a date to be determined prior to final contract approval
  - Parking fine amounts are approved by the City Council and enacted through resolution
    - Reference Appendix G for the current parking fine resolution
- Parking citation appeals will be handled by the City of Ashland Municipal Court

- *Court Appearance – Proposer’s employee(s) shall appear in Court when necessary, meet with the City Attorney(s) regarding cases, and will supply any evidence needed to support tickets issued.*
  - *Parking citation appeals will be handled in the same manner as the citations appealed in the City of Ashland Municipal Court*
- Contractor shall send out a delinquent letter notice to the registered owner of the vehicle 15 days after the citation was issued, if the fine has not yet been received.
- Contractor if operating a vehicle in conformance to contractual requirements shall;
  - *Vehicle operator shall have a valid Oregon driver’s license*
  - *Vehicle shall have appropriate vehicular markings*
  - *Vehicle shall be operated in compliance with state and local motor vehicle laws*
  - *The rear of any patrol vehicles shall have a warning sign of “frequent stops”*
  - *City must pre-approve the use of any enforcement vehicle*
- Foot enforcement personnel and bike enforcement personnel may be used in lieu of vehicles, as long as adequate coverage is maintained

### 3.4 Personnel & Operations Methodology

- Contractor will be responsible for assuring employee compliance with laws and regulations. Compliance for all employment related laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies. Contractor will be responsible for all supervision, disciplinary and termination actions.
- Contractor is responsible for obtaining and maintain office and storage space
- Contractor shall be responsible for all direct operating costs throughout the contract duration including;
  - *Personnel labor rates*
  - *Supervisor rates*
  - *Record keeping*
  - *Bookkeeping*
  - *Supplies required for contract conformance*
  - *Uniforms/clothing*
- Contractor shall perform all selection and recruitment of parking enforcement personnel
  - Individuals selected must qualify for a Limited Commission from the City. Contractor must provide the City with all personnel information required for issuing a Limited Commission. The City shall review all background forms and information gathered on a prospective enforcement employees prior to authorizing issuance of a Limited Commission. The following criteria are used in determining eligibility for a Limited Commission.
    - Possession of a high school diploma or G.E.D Certificate
    - 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 judgement and initiative in an emergency
    - Successful completion of a background check for criminal convictions, warrants and references
    - Possession of a current and valid Oregon State driver’s license
    - No record of driver’s license suspension
    - Acceptable pre-employment drug screen
- Contractor is responsible for discipline and/or termination of employees with Limited Commissions. If committed, Limited Commissions may be revoked by the City under the following conditions:

- False information on an application or during interview process, or discovery of information that, in the opinion of the City, would otherwise disqualify the person from consideration
- Failure to maintain a current and valid Oregon State driver's license
- Use of illegal drugs or alcohol in the workplace
- Conviction of a misdemeanor or felony, consistent non-professionalism, or any unlawful behavior during the time of employment
- Contractor shall provide all parking enforcement personnel with professional appearing uniforms consisting of shirts, trousers/shorts and jackets. All uniforms shall have markings designating the wearer as official parking enforcement personnel.
- Contractor's employees shall carry photo identification while on duty
- Contractor's employees shall not carry a firearm or any type of weapon while on duty
- Contractor's employees are to perform enforcement services in an impartial, polite and courteous manner. Confrontations are to be avoided
- Contractor's employees are not to implicitly or explicitly represent they are Police Officers
- Contractor shall be responsible for assuring employee compliance with all laws and regulations, compliance for all employment related laws and regulations, and all parking enforcement personnel will be considered employees of the contractor and not of the City of Ashland.

### 3.5 Training

- Contractor is responsible for complete training of parking enforcement personnel. Training shall include, but not be limited to:
  - *Customer service and expectations;*
  - *Information about the City in general, and the Ashland Municipal Code regarding parking regulations;*
  - *Dealing with difficult people; conflict management and dispute resolution;*
  - *Civil Right Law and Procedures*
  - *Providing Courtroom testimony and procedures*
  - *Job procedures and emergency protocol;*
  - *Job safety as required by OSHA;*
  - *Public and Traffic Safety.*
- The City will provide all materials related to regulations concerning enforcement to Contractor. All other training materials are to be provided by Contractor

### 3.6 Record Keeping and Reports

- Contractor is responsible for all employment related record keeping and shall provide, upon request by the City, personnel and training information for each employee
- Contractor shall have individual a personnel files containing the following information;
  - *Completed application form*
  - *Completed background investigation and testing process*
  - *Training received (Contractor to furnish outline of training program to City for approval prior to issuance of Limited Commission)*
  - *Complaints received against employee including disposition*
- Each enforcement officer shall maintain a daily log book of conversations, complaints and unusual circumstances that occur while performing work duties. The log book shall be kept current and up to date at the end of each shift. In addition, each enforcement officer shall include in the daily activity log the following;
  - *Number of citations by type of violation and by location*
  - *Number of warnings*
  - *Number of impounds*
  - *Location and hour of handicap parking enforcement*



- *Number of parking related service request from citizens*
- *All of the above are to be reported by day, date, hour and location*
- Contractor shall keep all record as listed above for at least three (3) years following the expiration or termination of the agreement. Contractor shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by the City to assure easy access and reference to the records and shall make all records available for inspection and copying by the City during business hours.
- Contractor shall be responsible to summarize on a monthly basis, total work hours, patrol and non-patrol, customer service hours and records of court time. This summary will also include a cumulative total of unused non-enforcement hours.
- Contractor shall provide on a monthly summary, all ticket activity including number of tickets issued by infraction type, by location, and a list of voided tickets with reason for voiding. Contractor shall only void tickets after approval from the City's Municipal Court Judge
- Contractor shall provide a monthly summary of the statistical usage of the Hargadine parking structure
- Monthly reports shall be provided to the City at a date mutually agreed upon in the final contract.

### 3.7 City Rights

- City can 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 the then current contract shall be billed at the hourly billing rate
- City can set all hours of enforcement operations and approve daily and weekly assignment schedules
- City can modify, alter, add delete or replace any:
  - City supplied forms and or equipment
  - Procedures, instructions and coded during the contract term
  - Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement
- City can approve or disapprove of any employee employed by contractor and to test all new employees before issuing enforcement authority and to withdraw the enforcement authority of any personnel permanently or temporarily when such action is in the best interest of the city
- City can request removal of any employee when continued employment would be detrimental to the best interest of the City. City shall provide such request in writing

## SECTION 4 - EVALUATION CRITERIA

Written proposals will be evaluated and scored, and a contract may be awarded, based upon the proposer's qualifications and experience as described below:

### 4.1 Project Approach (20 Points Possible)

Provide a description of your Proposer's approach to management of the City's parking enforcement program as outlined in the Section 3, Scope of Services.

### 4.2 Project Team Experience, Quality of Service (50 Points Possible)

Provide a breakdown of contractor's ability to perform services as reflected by technical training, education, general experience, specific experience in providing parking enforcement services reflected in this RFP. Describe the experience and qualifications of proposed manager. Provide information regarding key staff members who are anticipated to perform services. Describe team

member's roles, specialized expertise and relevant project experience of key staff. Also, include a brief description of the proposer's resources. Include descriptions of parking enforcement experience including previous municipal work. Include customer feedback received (if any) and references (name, title, phone, email).

#### 4.3 Fee Schedule (unit costs) (30 Points Possible)

Proposer shall provide a detailed breakdown of costs for anticipated scope of services

#### 4.4 Termination for Default (Pass or Fail)

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

#### 4.5 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Team Experience, Quality of Service	50	
3.	Fee Schedule	30	
4.	Termination for Default	P/F	
	Total	100	

### SECTION 5 - EVALUATION PROCESS AND CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written proposals is 100 and an additional 100 points may be scored through the interview process.

#### 5.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze proposals that on their faces fail to comply with the minimum mandatory requirements of this RFP nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

#### 5.2 Right of Rejection

Proposers must comply with all terms of this RFP, City Rules, and all applicable local, state, and federal laws, administrative rules and regulations. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the proposal to be a non-responsive counter-offer, and the proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to refrain from making an award if the City determines that to be in its best interest. The City may cancel this procurement or reject any or all proposals in accordance with ORS 279B.100.

**A proposal from a debarred or suspended Proposer shall be rejected.**

### 5.3 References

City reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Respondent's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

City reserves the right to check any and all sources for information and to include sources for information and to include sources other than the references provided in the Proposer's proposal. City may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents.

### 5.4 Responsibility

City reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility for performing the Contract. Submission of a signed proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

### 5.5 Clarification of Response

The City reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of the request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

#### 5.6 Interviews

The outcome of the proposal evaluations *may* result in the placement of Proposer on an interview list (short-listed). Should the City elect to hold interviews, the total additional points possible for the interview will be **100**.

The City may invite up to three (3) of the highest-ranked Proposers to interview. The Proposer's Key Persons, as identified by the City, shall be prepared to attend the interview within five (5) business days of notification by the City, and shall be prepared to answer questions provided with the invitation to interview letter and any other questions asked at the time of the interview. They should also be prepared to discuss the Proposer's proposed project approach.

#### 5.7 Finalist Selection

The Proposer with the highest total score as a result of written proposal scoring and interview scoring, if conducted, will be considered the finalist, and all other Proposers will be ranked according to next highest score, etc.

#### 5.8 Ties among Proposers

If the City determines, after the evaluation of Proposers, that two or more of them are equally qualified to be the finalist, the City may select a candidate through any process that the City believes will result in award of the contract in the best interest of the City, taking into account the scope, complexity and nature of the services to be performed. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the public contracting process.

#### 5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the finalist, and send a copy of the written notice to all Proposers.

#### 5.10 Contract Negotiation

After issuance of the Notice of Intent to Award, the City will begin negotiating the details of the scope of work with the highest ranked Proposer in order to obtaining written agreement on:

- a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
- b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
- c) Any other provisions City believes to be in the City's best interest to negotiate.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a contract. If negotiations with any Proposer do not result in a contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation.

Nothing precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

#### 5.11 Protest Procedures

City shall provide to all Proposers a copy of the Notice of Intent to Award that City sent to the highest-ranked Proposer. A qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest-ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest-ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of this RFP or because all higher-ranked Proposers otherwise are not qualified to perform the services described in this RFP.

Eligible Proposers protesting the City's Notice of Intent to Award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within seven (7) days after issuance of the Notice of Intent to Award the Contract. City will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City
- c) Protests based on procedural matters will not be considered.
- d) The City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the bid of proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Administrator within three (3) business days of issuance of the Public Works Director's determination (response).
- f) The City Administrator will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the City Administrator is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Administrator within two (2) business days of issuance of the City Administrator's written determination.
- h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Administrator on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all administrative remedies before seeking judicial review of the City's Notice of Intent to Award the contract.

#### 5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Services Agreement, in substantially the form as found in Appendix A of this RFP.

### SECTION 6 - CONTRACT

#### 6.1 Contract Form

The contractor selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined in this RFP. Unconditional refusal to accept contract provisions will result in proposal rejection.

##### Contract Duration –

- Three (3) years from original date of contract approval by the City Council
- Two (2), optional one (1) year extensions
- Maximum contract duration is five (5) years

Contract Payment – Contingent upon City's need, contractor's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2018 (\$15.12 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$21,127.46 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$21,127.46.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

## 6.2 Business License Required

The selected contractor must have or acquire a current City of Ashland business license prior to conducting any work under the contract.

## 6.3 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates and endorsements prior to commencing work under the contract. The certificate will specify all of the parties who are additional insureds. The contractor's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

## 6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

## SECTION 7 - INSTRUCTIONS TO PROPOSERS

### 7.1 General

All proposals and any resulting contracts are subject to Chapters 279A and 279B of the Oregon Revised Statutes, and Chapter 2.50 of the Ashland Municipal Code..

### 7.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addendum, and related communications will be published through

ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

### 7.3 Proposal Preparation and Format

- Proposals shall be typewritten 12-point font minimum.
- Except for proposer attachments, proposal form and resumes, the proposal shall contain no more than 8 pages.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile proposals shall be accepted.
- The electronic submission of a proposal will not be permitted.
- To be considered, all proposals must be received by the City prior to the hour and date of the advertised proposal closing.
- A total of six (6) originals (wet signatures), and complete proposals shall be submitted to the City prior to the advertised date and time set for closing.
- 1 digital copy of all submitted documents on CD or thumb drive.

### 7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this RFP.

### 7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's interest to do so. Proposers responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: submittal preparation, submittal, travel expenses, interviews, presentations, or evaluation of any proposal.

### 7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

### 7.7 Definitions

For the purpose of this RFP:

**"Agency" or "City"** means City of Ashland.

**"Business days"** means calendar days, excluding Saturdays, Sundays, and all City recognized holidays.

**"Calendar days" or "days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

**"Council"** means City of Ashland Council

**"Department"** means the City of Ashland Engineering Department

**"Manager"** means the City of Ashland Project Manager

**"Proposers"**- All Proposers submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Contractor".

**"Scope of Work"** means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.



**“Services”** means the services to be performed under the Contract by the Contractor.

**“Statement of Work”** means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

## 7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City’s Project Manager listed in the advertisement for this RFP, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarifications to this RFP or the attached terms and conditions, will be issued by an official addendum. Proposer shall indicate receipt of all issued addenda by indicating the number of addenda received on the Proposal Form.

Any addenda issued by the City seventy-two (72) hours or more before the scheduled date and time set for closing time, excluding Saturdays, Sundays and legal holidays, shall be binding upon the proposer. The City may elect to email addenda to registered proposers but will do so as a courtesy only. All official addenda will be issued through ORPIN, and it shall be the proposer’s sole responsibility to acquire any and all addenda pertaining to this RFP. The proposer is advised to monitor the ORPIN site on a continual basis.

## 7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification, or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the date and time set for closing.

A proposer’s written protest must contain the following:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST

Proposal No. **2018-24**

City of Ashland Public Works Dept.

ATTN: Scott Fleury, P.E., Deputy Public Works Director

20 East Main St

Ashland, OR 97520

City Response: The City may reject without consideration a proposer’s protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer’s protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this requirement, the City may extend the date and time set for closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

#### 7.10 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

#### 7.11 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the RFP closing time. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

#### 7.12 Proprietary Information

The City is subject to the Oregon Public Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, unless expressly exempt from disclosure. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The entire RFP cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- This statement shall be inserted in the place where the requested information was to have been placed.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the Proposer. If the Proposer disagrees with the City's decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

### 7.13 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

### 7.14 Proposal Opening

Unless otherwise provided by Law or Rule, proposals received in response to this Request for Proposals shall be publicly opened at scheduled closing date and time at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the RFP opening shall be informed only of the names of the Proposers submitting proposals. No other information shall be available and no copies of the proposals shall be made. Award decisions will NOT be made at the opening.

## 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:**

---

Proposer Company Name

Company Address (from which work will be performed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
FEDERAL ID NUMBER

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

APPENDIX A – **CONTRACT FORM**  
APPENDIX B – **CITY OF ASHLAND LIVING WAGE**  
APPENDIX C – **FORM W-9**

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## GOODS & SERVICES AGREEMENT

<p><b>CITY OF ASHLAND</b></p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER:</p> <p>PROVIDER'S CONTACT:</p> <p>ADDRESS:</p> <p>PHONE:</p>
------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXXXXXXXXXXX, a domestic business corporation ("hereinafter "Provider"), for (give very brief description of goods and services).

### 1. PROVIDER'S OBLIGATIONS

- 1.1 Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" 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. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate 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 the sum of \$XXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXX (this is maximum, not to exceed amount of entire Agreement) 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 in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX (Request for Proposals, etc.) dated XXXXX.
- The Provider's complete written XXXXXX dated XXXXXX.

## 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 (the "Effective Date"), and shall continue in full force and effect until XXXXXXXX, 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 – XXXXXX Department  
Attn: XXXXXXXXXXXXXXXX  
20 E. Main Street  
Ashland, Oregon 97520  
Phone: (541) 488-XXXX

### **With a copy to:**

City of Ashland – Legal Department

20 E. Main Street  
Ashland, OR 97520  
Phone: (541) 488-5350

**If to Provider:**

Provider's name

Attn: XXXX

XXXXXXXX

**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:

XXXXXXXXXXXXXXXXXXXX (PROVIDER):

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
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, OREGON

EXHIBIT B

# City of Ashland

## LIVING

ALL employers described  
below must comply with City  
of Ashland laws regulating  
payment of a living wage.

# WAGE

**\$15.12** per hour, effective June 30, 2018.

**The Living Wage is adjusted annually every  
June 30 by the Consumer Price Index.**



### Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$21,127.46** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month

working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$21,127.46**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage,

employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

### For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at [www.ashland.or.us](http://www.ashland.or.us)

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
**ASHLAND**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

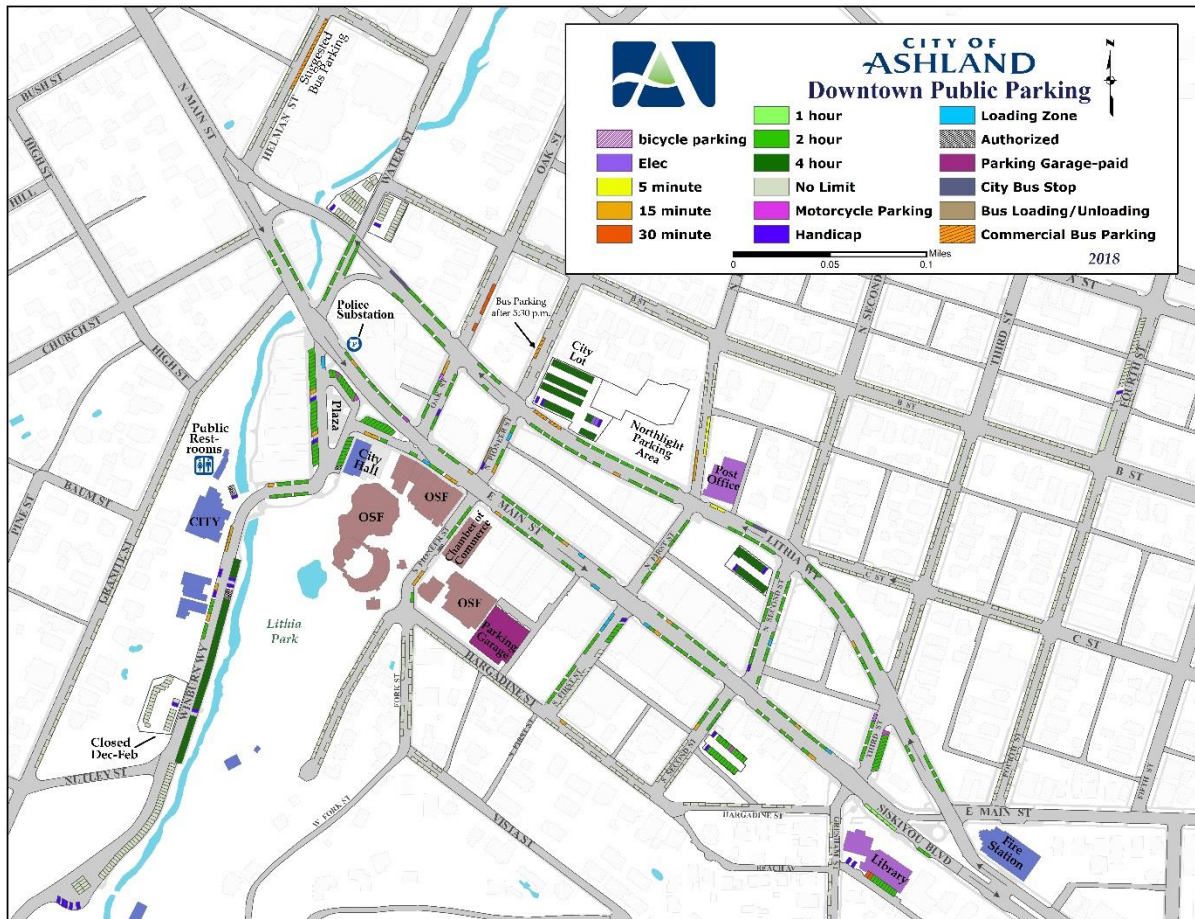
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

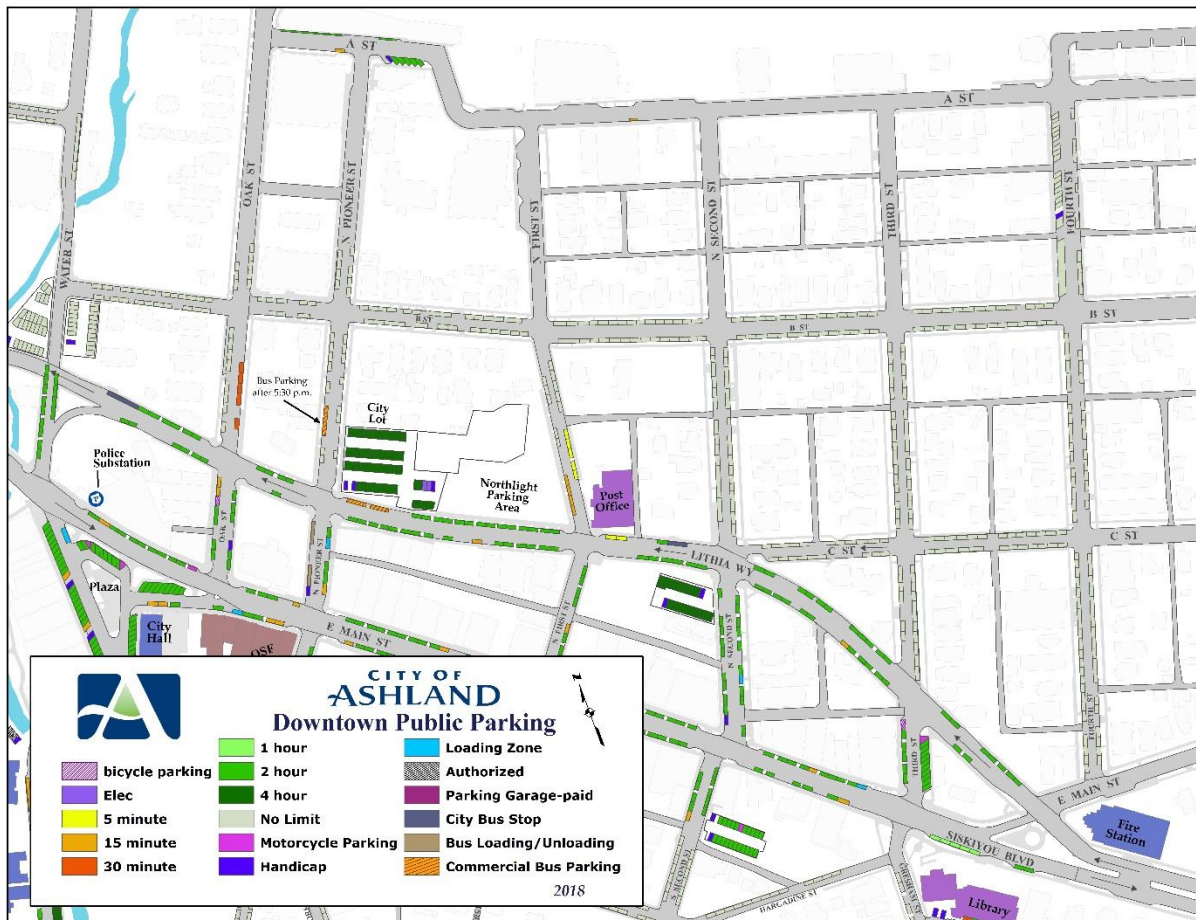
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## APPENDIX D – ENFORCEMENT BOUNDARY MAP







**APPENDIX E – 2018 APPROVED CITY HOLIDAYS**

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# Memo

TO: All City Employees  
FROM: John Karns, Interim City Administrator  
DATE: November 7, 2017  
RE: CITY HOLIDAYS FOR 2018



Following are the Holidays that will be observed by the City of Ashland employees in 2018.  
Enjoy your holidays!

Monday, January 1	New Year's Day
Monday, January 15	Dr. Martin Luther King, Jr.'s Birthday Observance
Monday, February 19	Presidents' Day
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, November 12	Veterans Day
Thursday, November 22	Thanksgiving Day AND
Friday, November 23	Day after Thanksgiving (in lieu of Lincoln's Birthday)
Tuesday, December 25	Christmas Day
Tuesday, January 1, 2019	New Year's Day

ADMINISTRATION  
20 East Main Street  
Ashland, Oregon 97520  
[www.ashland.or.us](http://www.ashland.or.us)

Tel: 541-488-6002  
Fax: 541-488-5311  
TTY: 800-735-2900



## APPENDIX F – AMC 11 PARKING REGULATIONS

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## Chapter 11.26

### PARKING REGULATIONS

#### Sections:

- 11.26.010 Application of State law**
- 11.26.020 Prohibitions**
- 11.26.030 Exceptions to Prohibitions**
- 11.26.040 Obstructing Enforcement**
- 11.26.050 Abandoned Vehicles**
- 11.26.060 Storing Vehicles**
- 11.26.070 Loading Zones**
- 11.26.080 Buses or Taxis**
- 11.26.090 Penalties**
- 11.26.100 Restricted Parking Areas, Hours and Limits**
- 11.26.110 Penalties, Immobilizers Installation, Towing, Warning Letter, Show Cause, and Warrants**

#### **11.26.010 Application of State law**

The requirements in this Chapter [11.26](#) are to be applied in conformance with ORS [221.275](#), ORS [221.277](#), ORS [221-285-287](#), and ORS [221.333](#), which are incorporated herein by reference.

#### **11.26.020 Prohibitions**

In addition to the parking prohibitions in the motor vehicle laws of Oregon, no person shall:

1. Except where the street is marked or where officially indicated otherwise, stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb or, if no curb, as close as possible to the edge of the shoulder;
2. Park on a street or in a City parking lot in a manner or at a time prohibited by official signs;
3. Park on a street or in a City parking facility longer than the time specified by applicable official parking signs:
  - a. The period of time so specified shall begin when the vehicle is parked in a particular limited time zone on a particular block face; and

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The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

- b. The period shall be terminated when the vehicle is moved and parked on a different block face, at which time a new period shall begin as stated in subsection 3.a of this section;
- 4. Park so as not to be entirely within the painted lines of a single parking space;
- 5. Park within an area marked off by traffic markers or by painted curb or pavement;
- 6. Park within 10 feet of a fire hydrant or within 30 feet of a fire station;
- 7. Park in a street intersection, including the area used for crosswalks, or upon a sidewalk, or upon a bicycle path;
- 8. Park upon a bridge, viaduct, or other elevated structure used as a street, or within a street tunnel, or upon any parkway, unless marked or indicated by official signage otherwise;
- 9. Park across or within the entrance to an alley or driveway;
- 10. Park in an alley, except to load and unload persons or materials for not longer than 20 consecutive minutes in any two-hour period;
- 11. Park in an unimproved portion of the front setback of any structure in any residential zoned district;
- 12. Park on any public right-of-way with expired vehicle registration;
- 13. Park on any public right-of-way with the principal purpose of:
  - a. Displaying the vehicle for sale;
  - b. Washing, greasing, or repairing the vehicle, except repairs necessitated by an emergency; or
  - c. Selling merchandise from the vehicle, except in an established marked place or when so authorized or licensed under the ordinances of this City;
- 14. Park, stand or stop a truck or bus on a public street or in a public parking area with its engine running, if such engine emits exhaust fumes into the air. Vehicle engines shall be turned off when loading and unloading passengers or merchandise. This subsection shall not apply to:
  - a. An engine running for less than five minutes;
  - b. A vehicle in the moving traffic lane waiting to move with the normal flow of traffic;
  - c. An engine needed to operate equipment used to load or unload merchandise; or
  - d. Emergency vehicles, utility company vehicles, or any construction and maintenance vehicles which have engines that must run to perform needed work; or
- 15. Use a parking lot owned by the City for purposes other than parking of a vehicle as defined in ORS [801.590](#) unless otherwise permitted by special use permit issued by the City Administrator's Office. (Ord. 3141, amended, 04/18/2017)

### **11.26.030 Exceptions to Prohibitions**

Notwithstanding prohibitions stated in Section [11.26.020](#), parking prohibitions do not apply:

1. On days or in areas City Council has designated by resolution as exempt from posted parking time limits;
2. To official City, state or federal vehicles necessarily in use for construction or repair work, or to a vehicle with a Special Permit for Delivery, Maintenance or Construction or to federal or private vehicles primarily used for the collection, transportation, or delivery of mail and parcels;
3. To vehicles used in official public improvement projects in accordance with the terms of a public contract or official permit.

### **11.26.040 Obstructing Enforcement**

1. No person shall erase, remove or otherwise conceal any mark made on a motor vehicle tire by a person acting within authorization by the City to enforce any provisions of Chapter [11.26](#).
2. No person shall discard, mutilate, or destroy any summons or complaint or citation formally issued for violation of any provisions of Chapter [11.26](#), if the matter complained of has not been finally resolved by the court having jurisdiction over the summons or complaint.

### **11.26.050 Abandoned Vehicles**

1. It is unlawful to park, store, leave, or permit the parking or storing of an abandoned vehicle upon any public or private property within the City for a period of time in excess of 72 hours, unless the vehicle is (1) completely enclosed within a building; or (2) stored in connection with a lawful business enterprise allowed to store such vehicles outside.
2. If the owner of an abandoned vehicle or the private property owner or lessee responsible for placement, or allowing for or assisting in the placement of the subject vehicle in front of or contiguous to his or her real property fails to remove the vehicle after notice is provided as required in ORS [819.170](#), then the Chief of Police or the Chief's designee may tow the vehicle and dispose of it in accordance with ORS [819.110\(1\)\(a\)](#), [819.110\(2\)-\(5\)](#) and ORS [819.120](#) through ORS [819.280](#).

### **11.26.060 Storing Vehicles**

1. Except as otherwise provided, no person owning or controlling an oversized vehicle shall cause or permit it to be parked within any public right-of-way for longer than 24 consecutive hours.
  - a. An Oversized vehicle may be legally parked on a public right-of-way in front of or contiguous to the vehicle owner's dwelling, provided it meets all of the following criteria:

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The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

- A. Is not parked for more than 72 hours;
  - B. Does not constitute a hazard to traffic on public streets;
  - C. Does not restrict vision of motorists on a public street;
  - D. Does not obstruct view from any other property;
  - E. Has a currently valid license or registration;
  - F. Is operable, including adequate tires; and
  - G. Is attached to a vehicle if required for movement of the oversized vehicle.
- b. To comply with the 72 hour time restriction, an oversized vehicle must be moved more than 100 feet from the parked location at which the 72 hour time period has expired.
2. It is unlawful for any person to park or store any personal vehicle on any public right-of-way:
- a. For more than 72 hours, and
    - i. In a manner that results in the accumulation of debris around or under the vehicle or in a condition that prevents it from being driven, including flat tires; or
    - ii. The personal vehicle is being used primarily as a container for the storage of personal items in or on the vehicle.

### **11.26.070 Loading Zones**

1. No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials, freight, or passengers in a place designated as a loading zone during the hours when the provisions applicable to loading zones are in effect. A stop for loading and unloading of passengers and personal baggage must not exceed 5 minutes. A stop for loading or unloading of materials must not exceed 15 minutes.
2. No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious loading or unloading of passengers in a place designated as a passenger loading zone during the hours when the provisions applicable to passenger loading zones are in effect.

### **11.26.080 Buses or Taxis**

The driver of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than at a bus stand, except that this provision shall not prevent the driver of a taxicab from temporarily stopping for the purpose of and while actually engaged in the loading or unloading of passengers or from parking in compliance with sections [11.26.020](#) through [11.26.030](#) of this chapter.

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The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.



## **11.26.090 Penalties**

Violation of any provision within [11.26.010](#) to [11.26.090](#) is a Class II violation, punishable in accordance with AMC [1.08.020](#), and the vehicle is subject to the methods for impounding, appeal, and disposition as provided under ORS [819.110](#) – ORS [819.280](#), or as may otherwise be provided in this chapter.

## **11.26.100 Restricted Parking Areas, Hours and Limits**

1. Parking areas, effective hours, and time limits shall be established by traffic regulations promulgated and published by the City Administrator as authorized in section [11.12.010](#) to [11.12.050](#).
2. *City Parking Lot.* Parking in any parking lot owned by the City shall be restricted and controlled under the authority of the City Administrator.

## **11.26.110 Penalties, Immobilizers Installation, Towing, Warning Letter, Show Cause, and Warrants**

After the City posts a notice of violation on the vehicle parked in violation of this chapter, the owner or operator of a vehicle is subject to the fines and other penalties provided in this chapter, and such vehicle is subject to the methods for impounding, appeal, and disposition as provided under ORS [819.110](#) – ORS [819.280](#), or as may otherwise be provided in this chapter.

1. *Penalties for parking violations.*
  - a. *Fines.* Presumptive fines for each parking violation and enhanced penalties for multiple parking violations within any calendar year shall be established by resolution of the City Council.
    1. A presumptive fine is the fine amount imposed against a person who pleads no contest to or is otherwise found guilty of a violation and is separate from and in addition to other penalties or charges provided herein, including any penalties for multiple parking violations.
    2. A presumptive fine for a parking violation under this section will be imposed unless the court finds reasonable grounds for either increasing or reducing the fine.
    3. Fines shall include the original ticketed amount and any enhanced penalties, if such penalties are established.
2. *Immobilizer (boot) Installation and /or Towing.*
  - a. When a registered owner of a motor vehicle has either (1) five or more outstanding unpaid City of Ashland parking violations on any number of motor vehicles, or (2) a City of Ashland parking violation, or any number of such violations, with a total unpaid balance that exceeds \$150, regardless of the number of motor vehicles involved, then any City enforcement official is authorized, directed and empowered to immobilize such a



motor vehicle or vehicles found upon a public street within the City or in a City off-street parking lot by installing on or attaching to the motor vehicle a device designed to restrict the normal movement of the vehicle. In the alternative, or in addition to immobilization, after 24 hours has elapsed, any City enforcement official authorized, directed and empowered to order such vehicle towed, by a licensed tow company under contract with the City or its designee, as applicable.

b. For purposes of this section, bail or fine shall be outstanding on a citation when the citation is issued and shall remain outstanding until the bail is posted or the fine is paid.

c. Ten days before immobilizing or towing a vehicle according to the provisions of this section, the City, or the City's contracted parking enforcement service provider shall post a notice on the vehicle or mail a notice by certified mail, return receipt requested, to the registered owner of such vehicle as shown by the records of any relevant state motor vehicles department notifying the owner that the motor vehicle or vehicles may be immobilized and/or towed if outstanding parking bail or fines have not been paid within ten days after posting or mailing of the notice.

d. If the vehicle is so immobilized, the person who installs or attaches the device shall conspicuously affix to the vehicle a written notice on a form approved by the City, advising the owner, driver, or person in charge of the vehicle that it has been immobilized pursuant to this section and that release of the vehicle may be obtained upon full payment of the outstanding balance owed to the contracted parking enforcement service provider. The notice shall also specify that the vehicle is subject to tow.

e. In the event the vehicle is towed, the person who orders the tow, shall send by certified mail, return receipt requested, a notice advising the registered owner of the vehicle that it has been towed pursuant to this section and that release of the vehicle may be obtained upon receipt by the towing company of full payment of the outstanding balance owed.

f. A vehicle towed and impounded pursuant to this section shall be held at the expense of the owner or person entitled to possession of the vehicle. Personnel, equipment and facilities of private tow companies under contract with the City or the contracted parking enforcement service provider may be used for the removal and storage of the vehicle.

3. *Warning Letter, Show Cause, and Warrants.*

a. *Warning Letter.* The Ashland Municipal Court may choose to send a warning letter by first class mail informing defendants they have outstanding parking tickets and that their attendance is necessary at a preliminary hearing before issuing a show cause order and warrant.

b. *Show Cause.* The Ashland Municipal Court may issue an order that requires a defendant to appear and show cause why the defendant should not be held in contempt of court, including contempt for failure to appear as ordered or failure to comply. The show cause order shall be mailed to the defendant by certified mail, return receipt requested, no less than ten days prior to the appearance date; alternatively service may be made by any other recognized method, such as personal service according to the same timeframe.

- c. *Warrant.* If the defendant is served and fails to appear at the time specified in the show cause order, the court may issue an arrest warrant for the defendant for the purpose of bringing the defendant before the court. (Ord. 3122, amended, 2016)

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**The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.**

Disclaimer: The City Recorder's office has the official version of the Ashland Municipal Code. Users should contact the City Recorder's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.ashland.or.us](http://www.ashland.or.us)

City Telephone: (541) 488-5307

[Code Publishing Company](#)

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The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

## APPENDIX G – PARKING FINE RESOLUTION

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### **Parking Fees - as per Resolution 2016-14**

**Charging Fees for Electric Vehicles:** \$0.20/kWh

**Paid Parking Fees (where applicable):**

City structure or lot:

6:00 a.m. - 6:00 p.m. (or segment) \$2.00

6:00 p.m. - 2:00 a.m. (per hour) \$2.00

6:00 a.m. - 2:00 a.m. (maximum) \$10.00

Parking permit (where applicable in City structure or lot)

6:00 a.m. - 6:00 p.m. Monday - Saturday (unless otherwise posted) \$30.00

**Other Downtown Parking Area Fees:**

Short Term (<30 minutes) unloading from "marked" business vehicle with flashers No charge

Daily parking permit (Orange): 1st day or fraction of day \$10.00/day

Additional days (limited to 5 days; no charge on Sunday or federal holidays) \$2.00/day

- Applicable permits/licenses must be current
- Limit of two permits per business address at a time
- Each permit is good for one parking space
- Not applicable to handicapped or short term spaces equal to or less than 15 minutes, green loading zones, fire or other restricted areas.

**Parking Fines and Fees (city-wide):**

Basic fine for overtime, improperly parked, non-payment, etc. \$22.00

Additional fine for receiving 3 or 4 tickets in a calendar year \$25.00

Additional fine for receiving 5 or more tickets in a calendar year \$50.00

Parking fine for Handicap Space violation \$190.00 (or as set by state law)

Disabling / Boot Removal Fee; available as negotiated by the City with tow company for 24-hour availability \$85.00



**ADDENDUM NO. 1  
TO THE  
REQUEST FOR PROPOSAL  
DOCUMENTS FOR PROJECT NO. 2018-24**

**City of Ashland  
Downtown Parking Enforcement and Administration Services**

This addendum, issued this **19<sup>th</sup> day of September, 2018** affects the request for proposal documents for the **Downtown Parking Enforcement and Administration Services Project No. 2018-24 (ORPIN #1512-2018.24-18)** and shall be deemed an integral part of the above referenced documents.

**Question:**

- 1) Will the selected vendor be expected to deliver a parking enforcement software/hardware solution for Ashland? Or is there an existing enforcement system (handheld devices, software, etc) in place that the vendor will inherit and utilize? And if the selected vendor will inherit an enforcement system, what is the system in place?

**Answer:**

- 1) The selected vendor will be expected to deliver their own parking enforcement software and hardware package to fulfill duties associated with parking management program.

**Question:**

- 2) Who is currently performing the parking enforcement services requested by this RFP? If the services are currently contracted out, could you please provide us with a copy of the current agreement?

**Answer:**

- 2) Diamond Parking Service currently provides enforcement services. Current contract agreement will not be provided. Selected consultant will need to enter into contractual agreement with contract form substantially similar to form provided in Appendix A of the solicitation documents.

**Question:**

- 3) Does the City currently utilize LPR technology? If so, how many units and what brand of LPR is deployed?

**Answer:**

Engineering  
20 E. Main Street  
Ashland, Oregon 97520  
[www.ashland.or.us](http://www.ashland.or.us)

Tel: 541/488-5347  
Fax: 541-/488-6006  
TTY: 800/735-2900



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- 3) The City does not currently utilize license plate recognition (LPR) technology.

**Question:**

- 4) Could you provide us with current data from the enforcement program?
- a. How many citations issued in the last 12 months?
  - b. How many citations were paid in the last 12 months?
  - c. How many notices were mailed for non-payment?
  - d. What is the current unpaid value of parking citations on the City's books?
  - e. How many vehicles were booted? Towed? In the last 12 months.

**Answer:**

- 4) Citations issued in the last 12 months: 11,109 (9/1/2017-8/31/2018)  
Citations paid in the last 12 months: 8,356 (9/1/2017-8/31/2018)  
Notices mailed for nonpayment: 4,603  
Current unpaid value of parking citations: \$204,432 (1/1/2010-8/31/2018)  
Number of vehicles booted: 22 (9/1/2017-8/31/2018)  
Number of vehicles towed: 1 (9/1/2017-8/31/2018)

**Question:**

- 5) What is the current enforcement staffing schedule? Number of enforcement officers? Total hours worked on average week?

**Answer:**

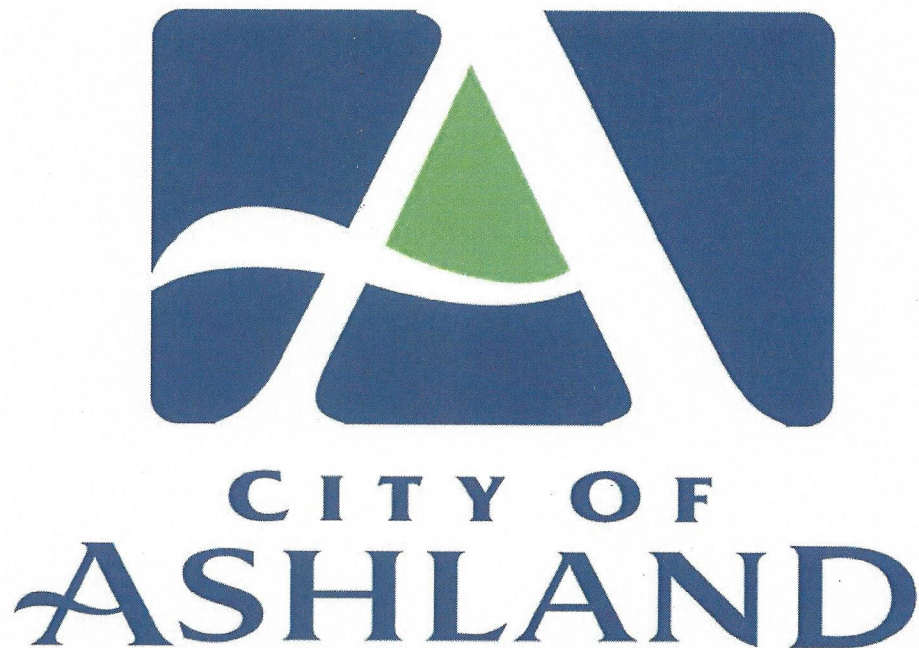
- 5) Enforcement staffing, number of officers and total hours worked on average per week are part of the administration of the parking enforcement program for the City as managed by selected consultant. Selected consultant shall meet requirements of the program as set forth within RFP by means they think appropriate as it relates to staffing. Parking enforcement hours of operation set forth in the RFP are Monday thru Saturday from 8:30am to 5:00pm, reference section 3.2.

Acknowledge receipt of this addendum by indicating the number of the addendum as required in section 8 "proposal form".

END OF ADDENDUM NO. 1







**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  
1297 High St.  
Eugene OR 97401  
O: 541-343-3733  
C: 541-556-0983  
[chuck.harvison@diamondparking.com](mailto:chuck.harvison@diamondparking.com)

Linda Fait – Operations Mgr., Ashland, OR  
Diamond Parking Services  
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Ashland OR 97520  
O: 541-552-1422  
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[linda.fait@diamondparking.com](mailto:linda.fait@diamondparking.com)





\* 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.

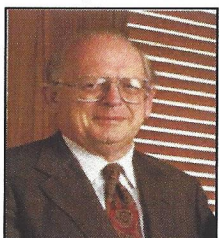
No other company has the experience in operations that Diamond Parking has throughout the Northwest (including Canada), or the number of managed locations.

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.
<b>Total Expenses</b>	<b>\$8305.24</b>	
Contractor Profit	\$750.00	
<b>FIXED MONTHLY SUPERVISION &amp; ADMINISTRATION FEE</b>	<b>\$9055.24</b>	

### **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 20<sup>th</sup> of the month.

### 3.7 CITY RIGHTS

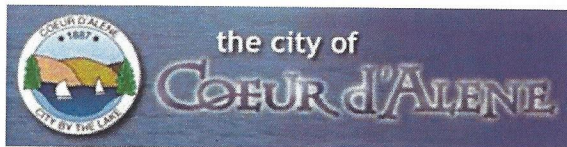
- Diamond Parking understands that the City of Ashland has the right to establish, modify, add or delete enforcement areas, routes or hours of enforcement. Any changes that result in fewer hours of enforcement will be credited to the City at the hourly billing rate. Any changes that result in additional 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"**

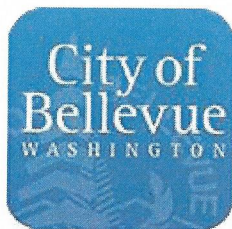


**CITY OF BEND**

City of Bend, Oregon  
Mr. Drew Dietrich  
Parking Demand Manager  
710 NW Wall Street  
Bend, Oregon 97703  
(541) 312-4910  
[ddietrich@bendoregon.gov](mailto: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](mailto:troy@cdaid.org)



City of Bellevue, Washington  
Mr. Chris Long, PE, PTOE  
Traffic Engineering Manager  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004  
(425) 452-6013  
[clong@bellevuewa.gov](mailto:clong@bellevuewa.gov)





City of Redmond, Washington  
Miss Kimberly Keeling  
Transportation Programs Administrator  
15670 NE 85<sup>th</sup> Street  
Redmond, WA 98073  
(425) 556-2451  
[khkeeling@redmond.gov](mailto: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

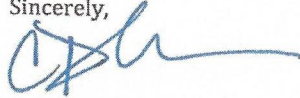
Dear Mr. Fleury and Selection Committee:

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 8<sup>th</sup> Street, Medford, OR 97501

email: [mavor@cityofmedford.org](mailto:mavor@cityofmedford.org), [council@cityofmedford.org](mailto:council@cityofmedford.org)  
Tel. 541.774.2000 • Fax 541.618.1700  
[www.cityofmedford.org](http://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.

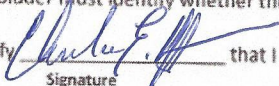
Circle each RFP addendum received: ① 2, 3, 4, 5, 6, 7, 8, 9, 10

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@diamondparking.com