

# CITY OF ASHLAND

## CONTRACT FOR PARKING ENFORCEMENT & ADMINISTRATION

Contract made on the date specified below in Recital A between the City and Contractor as follows:

Recitals:

A. The following information applies to this contract:

CITY: CITY OF ASHLAND City Hall 20 E. Main St. Ashland, Oregon 97520 (541) 488-6002 FAX: (541) 488-5311	Contractor: Diamond Parking Inc. Address: 3161 Elliot Avenue Seattle, WA 98121  Telephone: 206-284-3100 FAX: 206-285-5598
Date of this agreement: May 1, 2006 Beginning Date: June 1, 2006 Completion Date: May 31, 2009 contract includes provision of two, one year extensions, for a total of five years	B: Date RFP 1 <sup>st</sup> Advertised: February 8, 2006 Proposal opening date: March 7, 2006
2.2. Contracting officer: Lee Tuneberg, Administrative Services & Finance Director	
2.3. Project Name: Parking Enforcement and Administration Project Description: Parking enforcement and administration for the City of Ashland in the downtown area.	
6.1 Contractor's representative: Denis Isenburg, 541-245-0998 Diamond Parking Services LLC, 228 E. Main, Suite J, Medford, OR 97501	
8.3. Maximum contract amount: Year 1 – 6/1/06 – 5/31/07 \$84,225; Year 2 – 6/1/07 – 5/31/08 \$86,752; Year 3 – 6/1/08 – 5/31/09 \$89,355 excluding additional administrative or enforcement services requested by the city per the proposal.	

B. On the date noted above, City issued a request for proposals (RFP) for services needed by City for the project described above. Contractor submitted a proposal in response to the RFP on the date noted above.

C. After reviewing Contractor's proposal and proposals submitted by other offerors, City selected Contractor to provide the services covered by the RFP as amended per contractor requests on pages 3 and 4 of their Letter of Introduction and agreed to by both parties.

City and Contractor agree as follows:

1. Relationship between City and Contractor: Contractor accepts the relationship of trust and confidence established between Contractor and City by this contract. Contractor covenants with the City to perform services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of Contractor's caliber in the locality of the project. Contractor further covenants to cooperate with City, City's representatives, contractors, and other interested parties in furthering the interests of City with respect to the contracted services. Contractor acknowledges that City is relying on Contractor to provide professional services in a manner that is consistent with the interests of City.

2. Definitions: Generally words, terms and phrases used in this contract shall have the meaning ascribed to them in the construction industry, unless the context clearly indicates otherwise. As used in this contract:

2.1. "City" means the City of Ashland, Oregon.

2.2. "Contracting officer" means the person specified in Recital A above or that person's designee.

2.3. "Project" means the project described in Recital A.

2.4. "Work" or "Services" shall mean all labor, materials, plans, specifications, opinions, reports, and other services and products which Contractor is required to provide under this contract.

3. Term: The term of this contract shall commence on the date specified in Recital A above and on the completion date specified in Recital A above, or this contract may be terminated by either party for any reason with thirty (30) days written notice to the other party.

4. Authority of Contracting Officer: The contracting officer shall have the authority to act on behalf of City in the administration and interpretation of this contract. The contracting officer shall have complete authority to authorize services, transmit instructions, receive information, interpret and define City's policies and make other decisions with respect to Contractor's services.

5. Contractor's Services: Contractor shall provide services to City that are described in the RFP.

5.1. In connection with the services described in the RFP, Contractor shall:

5.1.1. Consult appropriate representatives of City to clarify and define City's requirements relative to the services.

5.1.2. Cooperate with other Contractors retained by City in the exchange of information needed for completion of the services and the project.

5.2. Contractor shall commence performance of services after receiving written authorization from the contracting officer for work described in the RFP. Contractor shall perform the services as expeditiously as is consistent with professional skill and care.

5.3. Contractor shall perform the services as an independent contractor in accordance with generally accepted standards in Contractor's profession. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Contractor. Contractor shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Contractor's negligence. City's review, approval, acceptance of, or payment for, any of the services shall not be construed to waive any of City's rights under this contract or of any cause of action arising out of Contractor's services. In the event of any breach of this contract by Contractor or negligent performance of any of the services, City's cause of action against Contractor shall not be deemed to accrue until City discovers such breach or negligence, or should have, with reasonable diligence, discovered such breach or negligence. The preceding sentence shall not be construed, however, to allow City to prosecute an action against Contractor beyond the maximum time limitation provided by Oregon law.

6. Assignment of Contractor's Personnel:

6.1. The services covered by this contract shall be rendered by, or under the supervision of the person specified in Recital A above, who shall act as Contractor's representative in all communications and transactions with City.

6.2. Contractor will endeavor to honor reasonable specific requests of City with regard to assignment of Contractor's employees to perform services if the requests are consistent with sound business and professional practices.

7. Responsibilities of City:

7.1. City will cooperate fully with Contractor to achieve the objectives of this contract.

7.2. City will arrange for access to, and make all provisions for Contractor to enter upon, public and private property as required for Contractor to perform the services.

7.3. The contracting officer will act as liaison between City, Contractor, public agencies, and others involved in the project.

8. Payment:

8.1. City shall pay Contractor for services. No reimbursement will be made for expenses that are not specifically agreed to by the contracting officer.

8.2. Contractor shall submit monthly invoices to City for Contractor's services within twenty days after the end of the month covered by the invoice.

8.3. Total payments under this contract or any amendments shall not exceed the sum specified in Recital A above.

9. Compliance with Law:

9.1. This contract will be governed by and construed in accordance with laws of the State of Oregon. Contractor shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, City and city governments with respect to the services including, but not limited to, provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530.

9.2. Pursuant to ORS 279C.520(2) any person employed by Contractor who performs work under this contract shall be paid at least time and a half pay for all overtime in excess of 40 hours in any one week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209.

9.3. Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any work, Contractor shall certify to City that Contractor has workers' compensation coverage required by ORS Chapter 656. If Contractor is a carrier insured employer, Contractor shall provide City with a certificate of insurance. If Contractor is a self-insured employer, Contractor shall provide City with a certification from the Oregon Department of Insurance and Finance as evidence of Contractor's status.

9.4. If the amount of this contract is \$15,964 or more, Contractor is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the service work under this contract. Contractor is also required to post the attached notice predominantly in areas where it will be seen by all employees.

10. Ownership of Documents: All documents prepared by Contractor pursuant to this contract shall be the property of City. To the extent permitted by law, City shall, within the limits of the Oregon Tort Claims Act, defend, indemnify and hold harmless Contractor, its Contractors, agents and employees against all damages, claims, expenses and losses arising out of any reuse of plans, specifications and other documents prepared by Contractor without prior written authorization of Contractor.

11. Records:

11.1. Contractor shall develop and maintain complete books of account and other records on the services, which are adequate for evaluating Contractor's performance. Contractor shall maintain records in such a manner as to provide a clear distinction between the expenditures and revenues related to the project and the expenditures and revenues related to Contractor's other business.

11.2. Contractor's books and records shall be made available for inspection by City at reasonable times, to verify Contractor's compliance with this contract. City shall have the right to request an audit of Contractor's books and records by a certified public accountant retained by City.

12. Indemnification: Contractor shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death,) or damage to property (including loss or destruction), of whatsoever nature arising out of or incident to the negligent performance of this contract by Contractor (including but not limited to, the negligent acts or omissions of Contractor's employees, agents, and others designated by Contractor to perform work or services attendant to this contract). Contractor shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses, directly and proximately caused by the negligence of City.

13. Insurance:

13.1. Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

13.1.1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance;

13.1.2. A professional errors and omissions liability policy; and

13.1.3. A comprehensive automobile liability policy including owned and non-owned automobiles.

13.2. The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act, ORS 30.260-30.270, with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

13.3. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by subsection 13.1.2.

13.4. Contractor shall submit certificates of insurance acceptable to the City with the signed contract prior to the commencement of any work under this agreement. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable. Each certificate of insurance shall provide proof of required insurance for the duration of the contract period.

#### 14. Default:

14.1. There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice is of such a nature that it cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.2. Notwithstanding subsection 14.1, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this contract.

14.3. If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

14.4. Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Jackson County.

#### 15. Termination without Cause:

15.1. In addition to the right to terminate this contract under subsection 14.3, either party may terminate by giving the other party written notice thirty (30) days prior to the termination date.

15.2. In addition to the right to terminate this contract under subsection 14.3, Contractor may complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the services performed to date of termination.

15.3. If City terminates the contract under subsection 15.2, Contractor shall be paid for all fees earned and costs incurred prior to the termination date. Contractor shall not be entitled to compensation for lost profits.

16. Notices: Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

16.1. Notices to City shall be addressed to the contracting officer at the address provided for the City in Recital A above.

16.2. Notices to Contractor shall be addressed to the Contractor's representative at the address provided for the Contractor in Recital A above.

17. Assignment: City and Contractor and the respective successors, administrators, assigns and legal representatives of each are bound by this contract to the other party and to the partners, successors, administrators, assigns and legal representatives of the other party. Contractor shall not assign or subcontract Contractor's rights or obligations under this contract without prior written consent of City. Except as stated in this section, nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Contractor.

18. Modification: No modification of this contract shall be valid unless in writing and signed by the parties.

19. Trade Secrets and Confidential Information: Contractor shall clearly identify specific material within all documents that is considered a trade secret or is otherwise confidential. City agrees, to the extent allowed by state and Federal law, not to disclose to the public any identified trade secrets or confidential material. Contractor waives any and all civil claims arising from any violation of the Uniform Trade Secrets Act (ORS 646.461) if any material is disclosed to the public if such material is not clearly and specifically identified by Contractor.

**CONTRACTOR:**

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Print Name

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Federal ID # \_\_\_\_\_

**CITY OF ASHLAND:**

BY \_\_\_\_\_  
FINANCE DIRECTOR

DATE \_\_\_\_\_

CONTENT REVIEW \_\_\_\_\_  
CITY DEPARTMENT HEAD

DATE \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

PURCHASE ORDER # \_\_\_\_\_  
(for City purposes only)

\*Completed IRS W-9 and Proof of required insurance form must be submitted with contract

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Drafted November 2005

## 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	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
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. 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.

Social security number
+

or

Employer identification number
+

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

**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 4.)

**Sign Here**

Signature of  
 U.S. person ▶

Date ▶

### 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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If 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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

# City of Ashland LIVING

# WAGE

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



**\$11.74** per hour effective June 30, 2005

**(Increases 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 \$15,964 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 \$15,964.

- 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:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, 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.

## I. LETTER OF INTRODUCTION

Diamond Parking Services, LLC is thankful for this opportunity to offer the City of Ashland, Oregon this proposal for parking enforcement and administration. Our corporate office is located at 3161 Elliott Avenue, Seattle, Washington 98121. Our main local office is located at 228 East Main Street, Suite J, Medford, Oregon 97501; the telephone number to reach us is (541) 245-0998. Our local Ashland office is located at 27 S. Second Street, Ashland, Oregon 97520; this location is primarily used for storage of supplies and equipment, employee time clock in/out, and for employees to take their breaks or get out of inclement weather.

I have resided in Jackson County for four years. I have had the pleasure of meeting with City of Ashland officials and have shared a good relationship over these past years. We have been able to provide parking enforcement for the City beginning in November 2000 and have held a current service staff of three. This staff includes myself, Denis Isenburg, Operations Manager, to act as account and contract representative, as well as providing technical and administrative support. Linda Fait provides administrative support as well as parking enforcement. Cynthia Kronour does the parking enforcement in the City of Ashland's downtown core. In addition to this local staff, we have a large regional and corporate staff that acts as accounting representatives and administrative support. This includes Tammy Halvorson, Oregon Regional Manager. At the corporate level, we have Joel Diamond, Chief Executive Officer, Jon Diamond, President, and Dave Watson, Senior Vice President of Operations.

At Diamond Parking Services, LLC, we pride ourselves in being very dependable and accurate. To ensure quality service, we conduct frequent local audits on all employees, and unannounced bi-annual and annual internal audits. Our corporate auditors, Randy Johnson and Susan Huffman, conduct the internal audits, who not only audit our offices, but also have stringent requirements on the condition of the parking lots and structures that we monitor.

Diamond Parking Services, LLC maintains a comprehensive insurance portfolio for the benefit of its landlords and customers. Specifically, the Company carries general liability, garage-keepers' liability, automobile liability, workman's compensation, crime and fiduciary liability. Due to the nature of our business, however, Diamond Parking Services, LLC generally does not maintain a professional errors and omissions liability policy. Please refer to our position in VI.1 Contract Additions and Exceptions section of this proposal.

Diamond Parking Services, LLC would also like to propose that we implement our complimentary "We Care" Program in the City-owned parking lots and garage listed in Exhibit "A". Details of the program are in VI.3 Employees, Training, Ethics, Rules and Regulations section of this proposal.



In addition, we would like to suggest that the current distribution of delinquency fees be allocated as follows: of the 8 to 30 day \$10.00 delinquency fees Diamond Parking Services, LLC retains \$3.50; of the 31 to 50 day \$30.00 delinquency fees Diamond Parking Services, LLC retains \$5.00.

We would like to request that the City of Ashland give permission for our collection department to allow unpaid citations over 270 days old to be reported to one to three credit bureaus.

We are requesting a 3% CPI adjustment annually on the anniversary date of the contract.

We accept all other provisions proposed by the City. We look forward to a continuing service relationship with the City of Ashland.

Best regards,

  
Denis Isenburg  
Operations Manager  
Diamond Parking Services, LLC



### III.1 DIAMOND PARKING OPERATIONS PLAN

Diamond Parking proposes to furnish all labor, material and supervision to accomplish the work.

1. CHECKING PROCEDURES:
  - 1.1 Diamond Parking management has had the opportunity to walk the downtown area and review the area. We have determined that the entire city can be covered in approximately one hour, possibly as much as one hour and ten minutes, depending upon the number of vehicles in the downtown area.
  - 1.2 We have assigned "Lot Numbers" to each block being patrolled. For example; 07E is assigned to 0 block East Main, West side of the street. 07S is, of course, the 0 block Pioneer, North Side of the street.
  - 1.3 Each parking space, yellow zone, fire lane, driveway, etc. has a space number assigned to it in the computer. By doing this, when a ticket is disputed we can provide the municipal court with a printout showing the exact log-in times the vehicle was parked, the exact block the vehicle was parked in and the exact space the vehicle was parked.
  - 1.4 Each block has been set up with a specified time limit that corresponds to the posted time limit for the specific block. As our Parking Enforcement Officer (PEO) walks the route, he or she logs into the hand-held computer and enters the license plate number of a particular vehicle parked in a particular space. The computer will associate the plate with the time it was logged in. The PEO will continue his or her route returning again to the vehicle that was logged in. If the same vehicle is parked in the space, the PEO simply logs it as the same car. If the computer recognizes the vehicle has parked past the programmed time limit, the computer will prompt the PEO to issue a ticket. The PEO will simply follow the direction the computer provides and issue a ticket. The ticket is then placed with a return envelope and left on the vehicle, usually under the windshield wiper blade.
  - 1.5 At the end of the shift, the PEO returns to the office, logs out of the computer and leaves. The manager will pick up the PC card from the computer, and load the computer with a new PCMCIA memory card which will prepare the PEO for the next day's activity. The memory card removed from the computer by the manager will have its data transferred to the database in the laptop where the records for the day's activity will be added to the existing database.
  - 1.6 Sample reports available are shown in the Sample Reports and Supplies section of this proposal.

2. CITATION PAYMENT:

- 2.1 Each citation issued will be placed on the vehicle with a self-addressed envelope. The address on the envelope will be the address as directed by the City. Sample envelope shown at the end of this section.

City of Ashland Parking Enforcement  
P.O. Box 566  
Ashland, OR 97520

The P.O. Box will be a Diamond Parking post office box.

3. PAYMENT RECEIPT OPERATIONS:

- 3.2 When the citation payment is received, it will be opened. The postmark or drop box date is written on the envelope, and the amount paid is written on the face of the ticket. The data is then entered into the PC indicating that the citation was paid, the amount and the date it was paid.
- 3.3 Payment of the ticket is to be postmarked by the due date. If payment is postmarked after the due date, the vehicle owner will be notified that the late fees are still due. This same procedure will be followed on all subsequent delinquency fee due dates. For example, if an envelope was postmarked on 51<sup>st</sup> day, we would attempt to collect the \$50.00 delinquency fee.
- 3.4 Diamond Parking will handle all additional letters and collections efforts up to the 60<sup>th</sup> day. All outstanding tickets that are 61 days old or older will be sent to our in-house collection service, who in turn will attempt to collect the citation fee and delinquency fees. They, in turn will add a \$5.00 search fee and a \$20.00 collection fee on top of the citation fee and delinquency fees.

4. SIGNS, MISSING AND DAMAGED:

- 4.1 Our PEOs will comply with any request to remove all unauthorized signs or posters they come in contact with as they patrol their route.

5. PRE-ENFORCEMENT INTRODUCTIONS:

- 5.1 We currently have a good relationship with many downtown businesses and feel it is very important to maintain that relationship. For two or three days prior to the commencement of our enforcement efforts, the Manager has walked the route and has visited the places of business. The Manager will continue these merchant contacts leaving information as to how we can be contacted.

6. SET-UP OF OPERATIONS:

6.1 Diamond Parking currently has an established office in Ashland. Our employees are currently trained and proficient in the operations of all of Ashland's parking regulations. Our employees are also familiarized with the function of the hand-held computer and the field software. The PEOs understand what needs to be accomplished in Ashland.

6.2 All supplies, equipment, uniforms, etc. are on hand and we are ready to continue the strong relationship that Diamond Parking has with the City.

7. COURT APPEARANCE:

7.1 We will be ready, with advance notice, to have our employees and/or manager appear in court with back-up paperwork for the citation being appealed. This is all covered in the contract fee and labor. We will also continue the current appeal practice of written appeal, if the City so desires. The written appeal is the when court accepts a letter from the defendant, computer printouts of over-time violations, and the PEO's written statement of the infraction in lieu of having to appear in court.

8. RECYCLED/RECYCLABLE:

8.1 Diamond Parking will use recycled and recyclable products when available to the maximum extent that is economically feasible in the performance of the contract as requested in the City of Ashland RFP.

9. LIVING WAGE

9.1 Diamond Parking will continue to conform to the required AMC Chapter 3.12 Living Wage.

## III.2 SCOPE OF SERVICE

### 1. PATROL AREAS AND HOURS:

- 1.1 Patrol Areas: We will comply with the hours and area that is requested in the City of Ashland RFP.
- 1.2 Enforcement Hours Time/Day: Diamond Parking Services, LLC understands the hours of enforcement, including patrol on Saturday. It is our intent to provide as much coverage as possible during an employee's shift. We have a small office in the downtown area provided by the City, as close to the center of the activity as can be. The Parking Enforcement Officers (PEO) will log in and out each day on the Hand Held Computer Unit (HHU). The computer will track check-in/out times, travel time, personal time as well as lunch time. The idea is to not have an office that is across town where it takes an excessive amount of time for our employee to be on the job.
- 1.3 Non-Enforcement Hours Time/Day: This time will be utilized by the PEO for time while on duty, performing activities other than enforcement for the benefit of the City.
- 1.4 We will be prepared for any additional service that may be required by the City. Rates for hours above the base contract amount are shown in the Fee Schedule section of our proposal.
- 1.5 Inclement Weather: In most cases, snow might be the only weather that enforcement would not be carried out due to the PEO not being able to see designated spaces. Regardless, if the need arises, we will seek approval before curtailing any service.

### 2. OPERATIONS METHODOLOGY:

- 2.1 Diamond Parking holds the customer or parking public in high regard as well. Having been in the parking service business since 1922, our success and longevity is credited in large part to the parking public. Without them we would not be who we are, nor would we have continued to be the oldest parking company in the world.
- 2.2 Consistent, impartial and uniform treatment of the parking public and the enforcement of parking rules and ordinances is a must for any successful operation. Preferential treatment is strictly forbidden.
- 2.3 Employees are currently trained in the City Ordinances and City Enforcement Policies.

3. ENFORCEMENT DUTIES:

- 3.1 Patrol of Time-Limited Zones: Our local manager will establish routes that will vary from day to day. Although routes will be altered, the majority of time is expected to be spent in the areas of town with highest volume and turnover. In addition, all PEOs are audited on the route to ensure all areas are enforced adequately.
- 3.2 Issuance of Warnings and Infraction Notice: Electronic Hand Held Computers (HHU) are included as part of our proposal to the City of Ashland. The Parking Checker will be able to write warnings and infraction notices, parking violation tickets and track vehicle plates for scofflaws (multiple violators with unpaid citations).
- 3.3 Types of Violations: Our computerized ticketing system, at a minimum, will be able to provide all tickets for violations as in Municipal Code. Additionally, Diamond Parking Services, LLC will provide digital photographs of many violation infractions as needed.
- 3.4 Towing: This is another area of service that we can accommodate. Our system can track vehicle license plates with multiple unpaid violations, and we have the capability to tow or immobilize (boot) vehicles as the City so directs.
- 3.5 Reporting of Missing or Damaged Signage: We will have our PEOs report to the office the date of missing/damaged signs, as well as other items such as the need to have graffiti removed from signs; signs that need replacement or possibly raised sidewalks causing tripping hazards. All information as stated above will be promptly reported to the Office, which in turn report it to the Public Works Director and faxed to the City.
- 3.6 Maintain Service Equipment Located at Parking Structure and Lots: Diamond Parking Services, LLC will continue to maintain parking equipment in the parking structure and lots if any. We will also continue to provide monthly parking permits for the Hargadine garage. These permits also have security features such as holographic DPS emblem, water-marking and random colors that vary month to month. Permits can also be customized where the lot number is printed to fit the City's needs. An example of the permit is in the Sample Reports and Supplies section. We would also propose that The City continue to maintain the processing fees on the credit Card accepters in used in and for the City of Ashland that is maintained by Diamond Parking.

4. CONTRACTOR SERVICE AND RESPONSIBILITIES:

- 4.1 Court Appearances: Since the City and Municipal Court have become familiar with our system, we would like to continue to be allowed to submit a computerized printout and/or written statement of the data associated with a specified license plate in lieu of having the PCO present.
- 4.2 Complaints: We can track any or all complaints requested. In some cases, we found it useful to turn over all appeals by letter for the City's review. This gives the City the opportunity to review or make changes in signage, etc.
- 4.3 Fines and Collections: 100% of the original fine will be submitted to the City and all delinquency fees due to the City by the 20<sup>th</sup> of the month for the prior month's collection.
- a. Appeal process: The process will be handled as per City's outline.
  - b. Citation Process: Drisco Recovery will send a courtesy notice of any unpaid citations to the registered owner of the cited vehicle after fifteen days. These fifteen-day letters will be addressed from our local address.
  - c. Fine Amount: We understand that the fine amount will be set by the City as currently scheduled:
  - d. Delinquent Fees: The Contractor or subcontractor shall be entitled to retain up to \$30.00 of the surcharge collected on tickets that are paid after the fifty-day grace period.
- 4.4 Pre-enforcement Introductions: We feel this is an important part of the project.

5. VEHICLES:

- 5.1 Identification Markings on Vehicles: If a vehicle is used, all City approved markings will be clearly identifiable in the vehicle.
- 5.2 Compliance with Laws: All local and State vehicle operations laws will be followed.
- 5.3 Posted Warning Signs: All required signage will be attached to the vehicle as required by the City.
- 5.4 Vehicle Specifications: No vehicle will be used unless approved by the City first.
- 5.5 Alternatives to Vehicles: At the time of this proposal, the plan is to walk the routes. We believe walking is the best method while using a hand-held computer.

6. PERSONNEL:

- 6.1 General: Please refer to the "Employee Handbook" section of Sample Reports, Forms and Supplies. All employees will be in full and complete City approved employment requirements before being hired.
- 6.2 Issuance of Limited Commission: All documentation needed will be provided to the City that is required for the limited commission.
- 6.3 Revocation of Limited Commission: Diamond Parking Services, LLC will be responsible to discipline and/or terminate employee if employee does not comply with any of the following as listed in the RFP:
- a. False information on application or during interview process, or discovery of information that, in the opinion of the City, would otherwise disqualify the person from consideration.
  - b. Failure to maintain a current and valid Oregon state driver's license.
  - c. Use of illegal drugs or alcohol in the workplace. Diamond Parking Services, LLC requires a drug test for all potential employees and does random drug testing throughout employment.
  - d. Conviction of a misdemeanor or felony, consistent non-professionalism, or any unlawful behavior during the time of employment. Diamond Parking Services, LLC does a full background check of all potential employees.
- 6.4 Supervision: Employees will be under our local Manager.

7. UNIFORMS:

- 7.1 Appearance: Please refer to the "Employee Handbook" section of Sample Reports, Forms and Supplies. Employees will be in full and complete City approved uniforms whenever they are on duty.
- 7.2 Photo Identification: While on duty all PEOs will display on their person the City approved photo identification badge.
- 7.3 Required Times to Wear: All PEOs will wear City approved uniforms while in the course of their duty.

8. TRAINING:

- 8.1 Contractor Responsibilities: It is understood that Diamond Parking Services, LLC is responsible for the training of all PEOs as well as maintaining training records for all PEOs.



8.2 **Materials:** All materials needed for training will be provided by Diamond Parking Services, LLC with the exception of any materials related to regulations concerning enforcement to contractor which are provided by the City.

8.3 **Contents:** All employees will be indoctrinated as to the function of their job responsibilities, customer service and job safety requirements.

9. **REPORTS AND RECORDS:**

9.1 **Record Keeping:** All records will be maintained. Records of conversation, comments and complaints are essential for monitoring employee performance and for follow-up customer service. Any records requested as to number of violations, warnings, impounds, etc. is a minimum of what we will be able to provide. Of course, all records will be maintained for a minimum of three (3) years after expiration or termination of the agreement.

9.2 **Reports:** We will provide any edition of monthly reports that the City requests to the maximum extent feasible.

- a. Monthly report will include all non-patrol, patrol and non-enforcement hours as requested on the RFP.
- b. All ticket activity will be included in the monthly report as requested. The only tickets that will be voided will be by authorization of the Municipal Court Judge and all voided citations will be reported to the City in the monthly report.
- c. Written complaints, both in office and on-street, will include all information requested and will be reported at our monthly meeting with the City.
- d. Monthly reports will be furnished to the City no later than the 20<sup>th</sup> of the following month.

10. **ROUTES.**

10.1 **Approval of Routes: Patrol of Time-Limited Zones:** Our local manager has established routes that will vary from day to day.

10.2 **Alternating Enforcement Route:** Alternating routes and times will be used. Although routes will be altered, the majority of time is expected to be spent in the areas of town with highest volume to encourage turnover.

11. **BUSINESS SPACE AND SUPPLIES:**

11.1 **Diamond Parking Services, LLC** will provide and maintain an office for employees to prepare for enforcement, take breaks, and for supplies to be stored.

- 11.2 Our proposal encompasses all supplies required to fulfill the terms of the contract.
12. CITY RIGHTS. THE CITY RETAINS THE RIGHT TO:
- 12.1 Diamond Parking Services, LLC understands that the City has full discretion over routes and hours of enforcement.
- 12.2 Diamond Parking Services, LLC will obtain approval by the City before implementation of any schedules of enforcement.
- 12.3 The City has authority to modify, alter, delete or replace any:
- a. City supplied forms and/or equipment
  - b. Procedures, instruction, and code during the contract term.
  - c. Enforcement areas, beats, level of enforcement, placement of enforcement efforts and type of enforcement.
- 12.4 The City may approve or disapprove of any employee hired by Diamond Parking Services, LLC. The City may withdraw the enforcement authority, promptly or temporarily, of any PEO working on behalf of the City for Diamond Parking Services, LLC.
- 12.5 The City has full authority to remove any employee when continued employment would be detrimental to the best interests of the City. All such requests shall be accepted in writing.

# IV.1 PROPOSED COST FOR PARKING ADMINISTRATION & ENFORCEMENT

Supervision and Administration of Contract	\$1615.00
Supplies, Equipment, Operational Costs, and Profit	\$1700.00
 Total Project Cost per month	 \$3315.00
	Plus Labor

## LABOR

Employee Paid:	City Rate (Employee pay plus 27.5%)
 Paid at \$11.74 per hr Patrol Labor and Court Appearance (At 48 hour per week this will average \$3113.76 per Month, Monday through Saturday.) Off Shakespeare season.	 \$14.97 (per Hour)
 Paid at \$11.74 per hr Patrol Labor and Court Appearance (At 60 hour per week this will average \$3892.20 per Month, Monday through Saturday.) During Shakespeare season.	 \$14.97 (per Hour)

The hourly City rate will be charged to the City for all Labor rendered and a total will be indicated on the month report to the City. The City rate includes Labor, Labor Taxes and Benefits. (This makes it so the City only pays for the labor rendered. If the City requests Diamond Parking Services, LLC not to enforce on a special day, arrangements can be made for an unpaid day off for the employee.)

**For additional labor a fee of \$14.97 per hour will be charged invoiced.**

## EXPENSE BREAKDOWN

(Per month)

### Supplies:

1) Ticket Envelopes	\$ 29.00
2) Thermal Ticket Paper	\$ 36.00
3) Ink (for office printer)	\$ 34.00
4) Correspondence Envelopes	\$ 15.00
5) Paper	\$ 12.00
6) Warehouse fees	\$ 50.00

### Operational Costs:

1) Rent	\$ 100.00
2) Cell Telephone	\$ 41.00
3) Postage	\$ 235.00
4) Other taxes, licenses, and permits	\$ 25.00

### Overhead

1) Banking	\$ 190.00
2) Risk Management	\$ 55.00
3) Accounting & Data	\$ 210.00
4) Post Office box	\$ 10.00
5) "We Care" Program	\$ 200.00

### Profit:

1) Monthly Net Income	\$ 458.00
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### Total

Supplies, Equipment, Operational Costs, and Profit	\$1700.00
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# CITY OF ASHLAND



## Request for Proposals

### PARKING ENFORCEMENT & ADMINISTRATION

February 1, 2006

Contact Information:

Kari Olson  
Purchasing Representative  
City of Ashland  
90 N. Mountain Avenue  
Ashland, OR 97520  
Telephone 541-488-5354  
Fax 541-488-5320

PARKING ENFORCEMENT & ADMINISTRATION

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EXHIBIT "A" PATROL AREA MAP (DISTRICT) - ASHLAND DOWNTOWN PUBLIC PARKING

EXHIBIT "B" ASHLAND MUNICIPAL CODE, TITLE 11, VEHICLES AND TRAFFIC

EXHIBIT "C" ASHLAND LIVING WAGE REFERENCE SHEET

EXHIBIT "D" ASHLAND MUNICIPAL CODE, TITLE 3, LIVING WAGE, CHAPTER 3.12

EXHIBIT "E" RESIDENT AND NON-RESIDENT BIDDER CERTIFICATE

EXHIBIT "F" W-9

**City of Ashland**  
**REQUEST FOR PROPOSAL**  
**PARKING ENFORCEMENT & ADMINISTRATION**  
**February 1, 2006**

**ORS 279B.060(2)(c) Purpose of this RFP**

The City of Ashland is requesting proposals for PARKING ENFORCEMENT & ADMINISTRATION services for the Ashland downtown area ("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 attached as EXHIBIT "A".

The contractor will be required to provide parking patrol and enforcement within the District and provide collection of fines and delinquent fees in compliance with the Ashland Municipal Code and Oregon Revised Statutes.

The successful proposer will be awarded a contract for three years, with the option of two (2) one-year extensions, for a maximum period of five (5) years.

**ORS 279B.060(2)(b) Contact Person**

Information, correspondence and questions pertaining to this Request for Proposal (RFP) shall ONLY be directed to:

Name: Kari Olson  
Title: Purchasing Representative  
Department: Finance  
Address: 90 N. Mountain Avenue, Ashland, OR 97520  
Phone number: (541) 488-5354

This person is the only point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated contact person listed above. OAR 137-047-0260(2)(D)

**OAR 137-047-0260(2)(C) Opening Due Date and Time**

Proposals must be received prior to the scheduled opening.

The **opening** is scheduled for the following due date and time:

**Due date and time: 2:00 PM, TUESDAY, MARCH 7, 2006**

The proposal must be addressed to the designated contact person and received prior to the due date and time. Late proposals will **not** be considered.

**Questions and Requests for Additional Information:**

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and responses will be provided in the form of an addendum. Addenda will be mailed to all potential proposers who have received the RFP documents.

**OAR 137—047-0260(2)(c)(A) Schedule of Events**

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
<b>Request for Proposal Released</b>	<b>February 1, 2006</b>
<b>DUE DATE AND TIME</b>	<b>2:00PM, Tuesday, March 7, 2006</b>
<b>Evaluation Process</b>	<b>March 8 – March 31, 2006</b>
<b>Presented to City Council</b>	<b>April 4, 2006</b>
<b>Intent to Award Announcement</b>	<b>April 7, 2006</b>
<b>Contract Award</b>	<b>April 18, 2006</b>
<b>Date work expected to begin</b>	<b>June 1, 2006</b>

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

**DEFINITIONS**

**“Contracting agency”** means a public body (City of Ashland) authorized by law to conduct a procurement. ORS 279A.010(b)

**“Person”** means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity. OAR 137-046-0110(22)

**“Proposal”** means a response to a Request for Proposal. OAR 137-046-0110(26)

**“Proposer”** means a person that submits a proposal in response to a Request for Proposals. ORS 279A.010(v)

**“Responsible bidder”** or **“responsible proposer”** means a person who meets the standards of responsibility described in ORS 279B.110. ORS 279B.005(g)

**“Responsive bid”** or **“responsive proposal”** means a bid or proposal that substantially complies with the invitation to bid or request for proposals and all prescribed procurement procedures and requirements. ORS 279B.005(h)

**“Request for proposals”** means all documents, whether attached or incorporated by reference, used for soliciting proposals. ORS 279B.005(f)

**OAR 137-047-0260(2)(a)(F) Addenda** The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided to all persons who received the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.



**ORS 279B.405 Protest Solicitation Process** Any prospective proposer who contends that the provisions of this RFP or any aspect of the procurement process will encourage favoritism in the award of the contract, or substantially diminish competition, must file a written protest to the RFP at least ten days prior to the date set for the opening of proposals. Failure to file a protest will be deemed a waiver of any claim by a proposer that the procurement process violates any provision of ORS Chapter 279A, 279B, 279C or the Ashland Municipal Code. The contracting agency will consider the protest and issue a decision in writing no less than three business days before the proposals are due.

**Withdrawal of Proposals** Any proposal may be withdrawn by delivering a written request to the contact person named in the RFP at any time prior to the time set for opening proposals. The request shall be executed by a duly authorized representative of the proposer.

**Proposal Acceptance** Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded as a result of this RFP.

**ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement** The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when its in the best interest of the contracting agency as determined by the contracting agency. In no event shall the City have any liability for the cancellation, rejection, or suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

**Collusion** By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**Disputes** In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Ashland shall be final and binding upon all parties.

**Clarification of Responses** The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal.

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

**ORS 279B.060(10), ORS 279A.120 Preference for Oregon goods and services; nonresident bidders** For purposes of awarding a public contract, a contracting agency shall: give preference to goods and services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides. The proposer will be required to include in their proposal a statement certifying that the company is a "resident bidder" or "nonresident bidder". A "resident bidder" as defined under ORS 279A.120(1)(b) is a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the twelve (12) calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". A "nonresident bidder" as defined under ORS 279A.120(1)(a) is a bidder who is not a resident bidder. EXHIBIT "E" is attached for your convenience.

**Recycled Products** The contractor shall use recycled products to the maximum extent economically feasible in the performance of the contract, including, but not limited to citation materials.

**Recyclable Products** The contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

**AMC Chapter 3.12 Living Wage** The Contractor will be required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage to applicable employees, as defined in this chapter, performing work under this contract and to any applicable subcontractor who performs 50% or more of the service work under this contract. The Living Wage is \$11.74 per hour effective June 30, 2005 and increases annually every June 30 by the Consumer Price Index. 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. It is the responsibility of the proposer to review and comply with the Living Wage ordinance requirements, which can be viewed online at [www.ashland.or.us](http://www.ashland.or.us). The Living Wage Reference Sheet is attached as EXHIBIT "C" and the Ashland Municipal Code, Living Wage, Chapter 3.12 is attached at EXHIBIT "D".

**\*\*\* The Living Wage is \$11.74 per hour effective June 30, 2005 \*\*\*  
(Increases annually every June 30 by the Consumer Price Index)**

**Insurance Certificates** The Contractor will be required to maintain ALL required insurance requirements, and provide current Certificates of Insurance, including the City of Ashland as the additional insured, to the City prior to any lapse of insurance coverage.

#### **Additional Terms**

The City reserves the right to waive irregularities or deficiencies in a proposal if the City determines that waiver is in the best interests of the City.

The City may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City may refuse to consider the proposal.

The City may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

## **PARKING ENFORCEMENT & ADMINISTRATION**

### **SCOPE OF SERVICES**

**February 1, 2006**

#### **1. Patrol Area and Hours**

1.1 Patrol Areas: All publicly owned parking areas and on-street parking areas within the District (as shown on Exhibit A), as may be amended from time to time by the City, and other areas adjacent to or in close proximity to the District and other areas as may be agreed to by the parties.

1.2 Enforcement Hours Time/Day: Enforcement patrol on duty Monday through Saturday 8:30 a.m. to 5:00 p.m., excluding Holidays. Applicable City Holidays are: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday Observance (3<sup>rd</sup> Monday in January), President's Day (3<sup>rd</sup> Monday in February), Memorial Day Observance (last Monday in May), Independence Day, Labor Day (1st Monday in September), Veterans Day Observance, Thanksgiving Day and Christmas Day.

1.3 Non-Enforcement Hours Time/Day: Up to an additional 1.5 hours per day, Monday through Friday, may be 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 will spend that time enforcing on-street parking between the hours of 8:30 a.m. to 5:00 p.m. Monday through Saturday.

1.4 Enforcement hours may be necessary for special events or assignments. Additional hours shall be billed at standard rates. The decision to use the 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 the City Administrator or designee.

1.5 Inclement Weather: The Contractor will review and seek approval from the City Administrator or designee for any modifications to enforcement duties due to weather conditions. Modifications may include, but not be limited to, reduce hours of enforcement or adjustment in enforcement regulations.

#### **2. Operations Methodology**

2.1 "The City strongly believes in customer service and expects administrative and enforcement personnel to treat the public in a courteous, helpful and professional manner.

2.2 Enforcement action is to be carried out in a uniform and impartial manner. Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.

2.3 The Contractor shall operate in compliance with City Ordinances and Parking Enforcement Policies, which may be amended from time to time by the City. The Ashland Municipal Code, Title 11, Vehicles and Traffic is attached as EXHIBIT "B".

#### **3. Enforcement Duties.**

3.1 Patrol of Time Limited Zones: Patrol all time-limited zones at a frequency necessary to ensure consistent enforcement. Other parking restricted areas, including handicapped parking in designated off-street parking areas, will be covered at a reasonable rate.

3.2 Issuance of Warnings and Infraction Notices: Issue Notices of Infraction and/or Warnings for violations of parking ordinances when and where appropriate. Contractor shall use electronic hand held parking equipment for the issuance of "Notices of Infractions"

3.3 Types of Violations: Enforce all parking and related ordinances within the downtown area, including:

- a. All restricted areas
- b. All "no parking" areas
- c. Parking violations including trucks and commercial vehicles
- d. Vehicles parked on sidewalks
- e. Parking issues generated from construction zones
- f. Vehicles parked too close to fire hydrants, driveways, stop signs, intersections or crosswalks
- g. All other parking related ordinances as contained in City code as they currently exist and as they may be amended from time to time.

3.4 Towing: Contractor will determine whether any parked vehicles needs to be booted or towed in accordance with criteria provided by the City. When the Contractor determines that a particular parked vehicle meets these criteria, the Contractor shall arrange for the towing of the vehicle. The historical volume of towing calls for impounding parked vehicles within the District has been insignificant.

3.5 Reporting of Missing or Damaged Signage: Missing or damaged signs observed in the field by Enforcement Officers are to be called in immediately to the Public Works Director or designee. A written notice is also to be sent via fax to the City by the end of the shift in which the missing or damaged sign was observed. The type of sign and its exact location are to be included in any communication to the City.

3.6 Maintain service equipment located at parking structures and lots.

#### 4. Contractor Services and Responsibilities.

4.1 Court Appearance: Contractor will be responsible for its employees appearing in court on time and prepared to testify on parking related cases in a professional manner. The City will respond to any questions regarding court appearances.

4.2 Complaints: The line of contact for citizen complaints shall be as follows:

- a. Contractor
- b. City

4.3 Fines and Collections: Fines from parking citations issued by the Contractor will be collected by the Contractor or his subcontractor. Any and all subcontractors are to be approved by City in writing prior to performing any work associated with this RFP. The Contractor will be the first line of contact for all complaints dealing with the collection of parking fines. The Contractor and the subcontractor are not entitled to any part of the original parking fine amount. The Contractor is responsible for paying the City on a monthly basis 100% of all fines and the City's share of delinquent fees due to the City collected or paid to the Contractor or his subcontractor within the previous month. Said payment of fines and any of City's share of delinquent fees collected the previous month shall be made to the City no later than the 20th; day of the following month.

a. Appeals Process: Any parking citation appealed will be handled in the same manner as citations appealed in the City of Ashland Municipal Court.

b. Collection Process: The Contractor or his subcontractor 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 been received.

c. Fine Amount: Basic overtime parking fines are \$9. The bail schedule is as follows:

0 - 7 days	Original Bail amount
8 - 30 days	Original Bail amount plus \$10
31 - 50 days	Original Bail amount plus \$30
After 50 days	Original Bail amount plus \$50

d. Delinquent Fees: The Contractor shall be entitled to retain \$30.00 of the surcharge collected above and beyond the initial fine on any violations collected after the 50-day grace period. Any delinquent fee greater than the Contractor \$30.00 portion of the surcharge is to be remitted to the City.

4.4 Pre-enforcement Introductions: At the beginning of a Contract, the Contractor shall personally introduce themselves and explain the City Enforcement Program to the business and property owners along the patrol routes for a period of not to exceed eight weeks. On an on-going basis, the Contractor's Enforcement Officer(s) shall introduce themselves and the City Parking Enforcement Program to new businesses and, property owners along the patrol routes.

5. Vehicles. The use of a vehicle in performance of the Contractor's services is not a requirement. However, should a vehicle(s) be used, the following will apply.

5.1 Identification Markings on vehicles: All vehicles used by enforcement personnel shall be clearly identifiable as performing parking enforcement. Vehicle markings shall not be similar to City traffic vehicles.

5.2 Compliance with Laws: Vehicles shall be operated at all times in compliance with state and local motor vehicle and emissions laws.

5.3 Posted Warning Signs: The rear of all patrol vehicles shall have a sign warning of frequent vehicle stops.

5.4 Vehicle Specifications: The City must approve any vehicle used for parking enforcement purposes.

5.5 Alternatives to Vehicles: Foot enforcement personnel and bike enforcement personnel may be used in lieu of vehicles, as long as adequate coverage is maintained and compliance is met with all state and local pedestrian and traffic laws.

6. Personnel.

6.1 General

a. The Contractor shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled and responsible supervision for such persons.

b. The Contractor's employees shall not carry a firearm or any type of weapon while on duty.

c. The Contractor's personnel are to be polite and courteous to the public and downtown parking patrons. Confrontations are to be avoided.

d. Contractor's employees are not to implicitly or explicitly represent that they are Police Officers.

e. Contractor will be responsible for all aspects of recruitment and selection of parking enforcement personnel.

f. Contractor's employees shall comply with all existing state and local motor vehicle laws while operating in the City.

g. The Contractor shall not use discriminatory hiring practices.

6.2 Issuance of Limited Commission: Individuals selected must qualify for a Limited Commission  
RFP Parking Enforcement & Administration, Page 9 of 21

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 prospective enforcement employees prior to authorizing issuance of a Limited Commission. The following criteria are used in determining eligibility for a Limited Commission:

- a. Possession of a high-school diploma or G.E.D. Certificate
- b. Physical and mental capacity for performance of duties
- c. Ability to give and follow oral and written instructions in English
- d. Ability to effectively communicate with public and City officials
- e. Ability to remain calm and use good judgment and initiative in an emergency
- f. Successful completion of a background check for criminal convictions, warrants and references
- g. Possession of a current and valid Oregon state driver's license
- h. No record of driver's license suspension
- i. Acceptable pre-employment drug screen

6.3 Revocation of Limited Commission: 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:

- a. False information on application or during interview process, or discovery of information that, in the opinion of the City, would otherwise disqualify the person from consideration.
- b. Failure to maintain a current and valid Oregon state driver's license.
- c. Use of illegal drugs or alcohol in the workplace.
- d. Conviction of a misdemeanor or felony, consistent non-professionalism, or any unlawful behavior during the time of employment

6.4 Supervision: 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 regulator agencies, and pay any fines or assessments levied by regulatory agencies. Contractor will be responsible for all supervision, disciplinary and termination actions.

## 7. Uniforms.

7.1 Appearance: All enforcement personnel are to be provided with professional appearing uniforms approved by the City. The uniforms shall not resemble a Police Department uniform.

7.2 Photo Identification: All enforcement personnel must carry photo identification while on duty.

7.3 Required Times to Wear: All personnel are to be in complete uniforms at any time during duty hours, including time in court.

## 8. Training.

8.1 Contractor Responsibilities: The Contractor will be responsible for complete training of parking enforcement personnel. Contractor will maintain complete training records for periods as prescribed by law or policy as appropriate.

8.2 Materials: The City will provide all materials related to regulations concerning enforcement to Contractor. All other training material is to be provided by the Contractor.

8.3 Contents: Training will include, but not be limited to:

- a. Customer service and expectations.
- b. Dealing with difficult people. Conflict management and/or dispute management.
- c. Civil rights law and procedures.
- d. Municipal law and ordinances relating to parking enforcement.

- e. Giving testimony and courtroom procedures.
- f. Job procedures and emergency protocol
- g. Job safety as required by OSHA

## 9. Reports and Records.

### 9.1 Record Keeping:

a. Contractor is responsible for all employment related record keeping and shall provide, upon request by the City, personnel and training information for each employee.

b. Individual Contractor employees shall have a personnel file containing the following information with copy of file to be furnished to City.

1. Completed application form
2. Completed background investigation and testing process
3. Training received (Contractor to furnish outline of training program to City for approval prior to issuance of Limited Commission)
4. Complaints received against employee including disposition

c. Each enforcement officer shall maintain a daily logbook of conversations, complaints and unusual circumstances that occur while performing work duties. The logbook 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:

1. Number of citations by type of violation and by location
2. Number of warnings
3. Number of impounds
4. Number of parking related service requests from citizens
5. All of the above reports by day, date, hour and location
6. A log of the above reports by day, date, hour and location
7. Location and hour of handicap parking enforcement

d. Inspection: The Contractor shall keep all records 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.

9.2 Reports: The City may make additions or deletions to the list of reports it requests at their discretion. The following reports shall be prepared, transmitted, and maintained at a minimum.

a. Monthly summary of activities showing 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.

b. Monthly summary of ticket activity, including the number of tickets by infraction type, by street/area, and a listing of voided tickets with an explanation. The contractor shall only void tickets after approval from the City's Municipal Court Judge.

c. Written reports on all complaint phone calls, or on-street complaints to officer on duty. Reports shall include names of parties involved, phone numbers, addresses (if known), the nature of complaint and action taken.

d. Monthly reports containing the above data are to be furnished to the City no later than the 20th of the following month, including statistical usage reports for the Hargadine parking structure.

## 10. Routes.

10.1 Approval of Routes: The Contractor will be responsible for proposing patrol routes and  
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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 the Contractor to adjust Patrol routes and schedules to attain City goals.

10.2 Alternating Enforcement Routes: The Contractor will alternate the Enforcement Officer's patrol routes on a regular basis to eliminate predictability.

#### 11. Business Space and Supplies.

11.1 The Contractor is responsible for obtaining and maintaining office and storage space.

11.2 The Contractor is responsible for furnishing all supplies for both office and field work, including citations.

#### 12. City Rights. The City retains the right to:

12.1 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.

12.2 Set all hours of enforcement operations and approve daily and weekly assignment schedules.

12.3 Modify, alter, add, delete or replace any:

- a. City supplied forms and or equipment
- b. Procedures, instructions and code during the contract term.
- c. Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement.

12.4 To 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 enforcement personnel permanently or temporarily when such action is in the best interest of the City.

12.5 To request removal of any employee when continued employment would be detrimental to the best interests of the City. The City shall provide any such request in writing.



## **OAR 137-047-0260(2)(B) CONTENT OF PROPOSALS**

Proposals shall contain sufficient information for the City to determine if the proposer is qualified to furnish the services that are being requested.

The contents of the proposal shall be submitted as follows:

1. **Letter of Introduction**  
Include the proposer's name, company name, address and telephone number, and names of person(s) who will act as the account representative, providing technical and administrative support. Include the proposer's acceptance or rejection of the contract provisions proposed by the City. And, any other information deemed relevant for a letter of introduction.
2. **Qualifications and Experience**  
Describe the relevant qualifications and experience as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the type of parking enforcement and administrative services described in the Scope of Services.
3. **Operational Plan and Abilities to Provide the Scope of Services**  
Describe the plan your company will implement to perform the required services, including the personnel, equipment, and facilities currently available or demonstrated to be made available at the time of contracting.
4. **Fee Schedule**  
Provide a detailed list of all unit costs associated with each type of service described in the Scope of Services. Fees will be based on the City's fiscal year calendar, July 1<sup>st</sup> to June 30<sup>th</sup>. Include detailed breakdown of Living Wage that will be paid to applicable employees.
5. **References.**  
Provide a minimum of three references that the firm has provided similar parking enforcement and administration services for within the previous two (2) years. Include a contact name, firm name, address, and telephone number. References will be contacted.
6. **Other Information.**  
Include any additional information that you wish to disclose to the City that further describes your company's level of qualifications and experience associated with providing parking enforcement and administration services.
7. **Number of Copies**  
**Three (3) complete copies** of the proposal will be submitted. One of the copies will be an original copy bearing an original signature.
8. **RFP Documents:** "ONE" complete set of Request for Proposal documents released by the City will be included with the three (3) copies of the Proposal.

**OAR 137-047-0260(2)(B) SUBMISSION OF PROPOSALS**

**Three (3) complete copies** of the proposal, including one (1) complete set of RFP documents, shall be mailed in a single envelope addressed as follows:

**Kari Olson  
Purchasing Representative  
City of Ashland  
90 N. Mountain Avenue  
Ashland, OR 97520**

**Contents: Proposal for Parking Enforcement & Administration  
Due by 2:00pm, Tuesday, March 7, 2006**

**DUE DATE AND TIME**

The proposals must be received at the designated address listed above prior to **2:00pm, Tuesday, March 7, 2006**. Late proposals will NOT be considered.

**ORS 279B.060(2)(h)(D) METHOD OF AWARD** The proposals will be evaluated based on the evaluation criteria. An award can be based solely on the ranking of proposals; however, the City reserves the right to conduct serial negotiations beginning with the highest ranked proposer. **ORS 279B.060(6)(b)(D)** If the cost of the highest ranked proposal is greater than the budget will allow and it is in the City's best interest to continue negotiations, the City's intent will be to consider deleting items to remain within budget. The highest ranked proposal will be subject to final review and approval of the City Council as the Local Contract Review Board.

**ORS 279B.060(2)(h)(E), OAR 137-047-0260(b)(B) EVALUATION CRITERIA** A City official or an evaluation committee appointed by the City will evaluate proposals based on the following evaluation criteria as specified. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the following evaluation criteria.

1. **Evaluation Criteria**

The proposals will be evaluated according to the following criteria.

<b>a. Qualifications and Experience</b>	<b>25 Points</b>
The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.	
<b>b. Ability to provide the Scope of Services as specified</b>	<b>40 Points</b>
The plan for performing the required services, including the personnel, equipment, and facilities currently available or demonstrated to be made available at the time of contracting.	
<b>c. Fee Schedule (Unit Costs)</b>	<b>25 Points</b>
The detailed list of costs associated with providing the scope of services.	
<b>d. References</b>	<b>10 Points</b>
The past performance of similar work.	
<b>Total Points</b>	<b>100 Points</b>

**ORS 279B.060(5)(a) Opening Procedures** Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all proposers as part of the contracting agency's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make their contents subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

**ORS 279B.060(b) Proprietary Information (Trade Secrets)** Notwithstanding any requirement to make proposals open to public inspection after the contracting agency's issuance of notice of intent to award a contract, a contracting agency may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502. Under ORS 192.505, it is the contracting agency's responsibility to separate the exempt and nonexempt material and make the nonexempt material available for examination. Therefore, it is the responsibility of the proposer to clearly identify trade secrets as confidential information and include them separately within their proposal. The contracting agency, in good faith, will honor the proposer's request to keep the proprietary information confidential in accordance with the Oregon Revised Statutes.

**ORS 279B.060(10) Contract Award** The contracting agency shall award the contract to the responsible proposer whose proposal the contracting agency determines in writing to be the most advantageous to the contracting agency based on the evaluation process and evaluation factors described in the request for proposals, and any applicable preferences described in ORS 279A.120 and ORS 279A.125 and, when applicable, the outcome of any negotiations authorized by the request for proposals.

**ORS 279B.060(9) Intent to Award** The contracting agency shall issue or electronically post the notice of intent to award described in ORS 279B.135 to each proposer who submitted a proposal.

**ORS 279B.410 Protest of Contract Award** Eligible proposers protesting 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. Protests must be received within five days after issuance of the notice of intent to award the contract. All protests must be in writing, signed by the protesting party or an authorized Agent, and submitted to the City of Ashland, Purchasing Representative. The protest must state all facts and arguments on which the protesting party is basing the protest. Only protests stipulating an issue of fact concerning a matter of bias, discrimination or conflict of interest, non-compliance with procedures described in the procurement documents, or City of Ashland policy shall be considered. Protests based on procedural matters will not be considered. The Department Head will review the protest and submit a decision, in writing, to the protesting proposer

**ORS 279B.060(2)(h) Contractual Terms and Conditions** The proposer selected by the City will be expected to enter into a written contract in the form attached to this RFP. The proposal should indicate acceptance of the city's contract provisions or suggest reasonable alternatives that do not substantially impair the city's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in the request for proposals. The City reserves the right to negotiate the contractual terms and conditions proposed as alternatives by the proposer. If inclusion of any of the city's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by city without offering acceptable alternatives may result in the disqualification of the proposal.