

Date: March 24, 2014



City of Portland, Oregon
REQUEST FOR PROPOSALS

for

Records Management and Central Dispatching of Towing Services

PROPOSALS DUE: Thursday, April 17, 2014 by 4:00 p.m.

Submit one (1) complete original, one (1) unbound *Redacted for Public Disclosure Copy, and one (1) electronic copy of the proposal to:

Marian Gaylord
Towing Coordinator
Project Manager
Revenue Bureau
111 SW Columbia St, Room 600
Portland, Oregon 97201
Marian.Gaylord@portlandoregon.gov

Refer questions to:

Marian Gaylord
Towing Coordinator
Project Manager
Revenue Bureau
Phone: (503) 865-2489
Fax: (503) 823-9068 Email: Marian.Gaylord@portlandoregon.gov

CITY OF PORTLAND
Contract Period July 1, 2014- June 30, 2017

ANNOUNCEMENT

This request for proposals ("RFP") is made by the Towing Board of Review ("Board"), on behalf of the City of Portland ("City"), Port of Portland, Oregon Department of Transportation, Multnomah County, City of Fairview and Tri-Met (collectively "Agencies") from prospective companies ("Proposers" or, individually, "Proposer") for records management and tow dispatching services as specified in the Contract for Records Management and Central Dispatching of Towing Services, July 1, 2014 - June 30, 2017 ("Contract"). A copy of the Contract containing all specifications is attached to this RFP as Exhibit A.

PROPOSAL TERMS AND CONDITIONS

1. **APPLICATION FEE:** Proposals must be accompanied by a nonrefundable \$125 application fee, payable to the City of Portland.
2. **CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER:** All Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Procurement Services, City of Portland, prior to contract execution.
3. **SUSTAINABLE PROCUREMENT:** The City seeks to partner with Proposers that will actively contribute to the City's sustainability objectives. The City has established a variety of policies to guide its work on sustainability, including the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Storm water Management Manual. To view these and related City policies, go to the Portland policy documents website at <http://www.portlandonline.com/auditor/index.cfm?c=26818>).
4. **CITY OF PORTLAND BUSINESS LICENSE TAX:** Prior to execution of a Contract, Proposer must provide City of Portland business license tax account number, or must provide proof of exemption from said registration requirements issued by the City of Portland's Bureau of Revenue. If the successful Proposer does not obtain a license number or proof of exemption within twenty (20) days after it receives notice of the Contract award, the City may withdraw the Contract award. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>.
5. **ADDENDA:** If, in the opinion of the Board Chair, additional information or interpretation is needed by the Proposers, an addendum will be issued. Any addendum or addenda that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing proposals, Saturday, Sunday, and legal holidays not included, must be binding upon Proposer. City must supply copies of such addenda to all Proposers who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of Proposer to receive or obtain such addenda must not excuse Proposer from compliance therewith if awarded the contract.
6. **COST OF PROPOSAL:** This RFP does not commit the City to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.
7. **LATE PROPOSALS:** Proposal responses received after the scheduled closing time for filing will be returned to Proposer unopened. It is the responsibility of the Proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP. The city reserves the right to extend the proposal response deadline at its sole discretion.
8. **CANCELLATION:** The City of Portland reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews does not obligate the City to award a contract.
9. **REJECTION OF PROPOSALS:** The City reserves the right to reject any or all responses to the RFP if found in the City's best interest to do so. Proposals indicating that the Proposer cannot comply with all terms of the Contract will be rejected. Proposals not containing all required information and fee payment may be rejected. The Agencies and the Board are not obligated or bound to any Proposer by virtue of having received any proposal.
10. **GOVERNING LAW:** The provisions of the Contract must be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County, Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon must be followed with respect to this contract. In connection with its activities under this Contract, Proposer must comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this

reference. These requirements may be found on the City of Portland's Procurement Services website at <http://www.portlandonline.com/omf/index.cfm?c=27353&>.

The successful Proposer must comply with all statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon must be followed with respect to this Contract.

11. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** Proposer agrees that if awarded a contract, the Proposer will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the Towing Coordinator, (503) 865-2489, or TDD (503) 823-6868, at least two (2) business days prior to the required assistance.
12. **SPECIAL CONDITIONS:** Where special conditions are written in the RFP, these special conditions must take precedence over any conditions listed under these Proposal Terms and Conditions.
13. **PUBLIC RECORDS:** Any information provided to the City pursuant to this RFP is subject to Oregon public records laws ORS 192.410 to 192.505 and 5.33.470.

A public record is generally subject to disclosure unless it is exempt from disclosure by law. When preparing a proposal submission, Proposer must plainly mark each page containing information that Proposer believes is exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of the redactions must be placed with the redacted version of the proposal response.

The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law.

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

14. **ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective Proposers must not bind the City. Any changes or revisions to the specifications are binding only if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.
15. **SUBMISSION REQUIREMENTS:** Submit one (1) complete original, one (1) unbound *Redacted for Public Disclosure Copy, and one (1) electronic copy of the proposal. At a minimum, Proposer must respond to each item required by this RFP.

All proposals must be typed. No erasures are permitted. Mistakes must be crossed out. Corrections must be typewritten and initialed in ink by the party signing the proposal, or its authorized representative. No amendments to the RFP will be allowed unless requested by the Board, acting through the Project Manager.

Paper copies of the proposal must be enclosed in a sealed envelope and delivered **not later than 4:00 p.m., April 17, 2014** to:

Towing Coordinator
Project Manager
Revenue Bureau
111 SW Columbia Street, Room 600
Portland, Oregon 97201
Marian.Gaylord@portlandoregon.gov

The outside of the envelope must plainly identify the name of Proposer and "Proposal for the 2014-2017 Contract for Records Management and Central Dispatching of Towing Services." The clock of record will be the computer clock of the Revenue Bureau front desk.

- 16. MISREPRESENTATION OF INFORMATION:** Misrepresentation of any information submitted by Proposer will be considered grounds for rejection of the proposal or terminations of the Contract for Records Management and Central Dispatching of Towing Services. Proposer agrees to review the RFP and contract prior to signing. By signing the Statement of Qualifications (“SOQ”) attached to this RFP, Proposer certifies that all statements contained therein are true to the best of the Proposer’s knowledge.
- 17. IRREVOCABILITY OF PROPOSAL:** By signing the SOQ, the Proposer agrees that this proposal will be irrevocable for at least thirty days after the proposal opening date and time, and, if accepted, agrees to enter into the Contract on the terms and conditions set forth in the RFP and contract and to provide the services according to the terms and conditions set forth in the RFP and Contract. By signing the SOQ, the Proposer also acknowledges that the Board will make a recommendation to the City Council, which has final approval authority, on the basis of the proposal, qualifications and services offered by the Proposer.
- 18. AVAILABILITY:** Proposers must be fully equipped and available to begin work as of the commencement of the Contract. If the successful Proposer is continuing from the term immediately preceding, the new Contract will begin on the first day of the month following City Council approval.
- If the Contract is awarded to a Proposer not continuing from the preceding term, the Contract start will be delayed 30 days to allow for transition. Work will begin the first day of the month following the expiration of the previous contract.
- 19. TOW DESK DATABASE:** The successful Proposer will be required to enter into an agreement with the City of Portland Bureau of Technology Services for the installation and on-going maintenance of the City’s Tow Desk Database.
- 20. PRIOR TERMINATIONS:** The Board will consider termination or findings of contract violations from any previous contract or proposal or proposal process with the City of Portland. The Board will reject any Proposer with a history of criminal offenses involving a threat to the public safety and interest of contract cancellations.
- 21. COMMENCEMENT OF THE CONTRACT:** The Contract and Dispatch Contractor must be approved by the Board and Portland City Council before any work begins.

PART I PROPOSAL REQUIREMENTS

SECTION A GENERAL INFORMATION

1. **SCOPE OF WORK:** The Board is seeking proposals from qualified local firms with demonstrated experience in records management and central dispatching of towing services. The Board proposes to engage the Proposers for the services delineated in the Contract.
2. **PROPOSAL INVITATION:** This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This RFP is for the City of Portland Towing Board of Review (Board) as directed by the Revenue Bureau as identified herein in accordance with the requirements and provisions herein.

SECTION B WORK REQUIREMENTS

1. **TECHNICAL OR REQUIRED SERVICES:** The selected Proposer will perform at least the tasks listed below for this project. The contractor is expected to work closely with designated City of Portland Revenue bureau personnel to accomplish the goals and perform the tasks as listed below:
 - a. Dispatching towing companies under contract with the City in response to requests for towing, recovery and road service received from the agencies served by the contract,
 - b. Communicating information to both the agencies and the responding tower,
 - c. Data input using a computer program owned by the City of details of each tow request and its disposition,
 - d. Managing the rotation of towers in each district,
 - e. Operations during an emergency,
 - f. Daily reports to towers.

2. **WORK PERFORMED BY THE CITY:** Bureau staff will make available sufficient hours of staff personnel as is reasonable to meet with the contractor and provide such information as necessary. The Board has assigned a project manager who will oversee the work and provide support as needed.

Other specific duties the bureau staff will perform include inspection of facilities and equipment and evaluation of the approach proposed by the applicant.

Bureau staff will provide selected Proposer with district maps, rotation lists, and forms applicable to each task.

3. **DELIVERABLES AND SCHEDULE:** Deliverables must be considered those tangible resulting work products which are to be delivered to the Revenue Bureau, such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports

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

4. **PLACE OF PERFORMANCE:** Proposer will indicate the physical location where the work will be done.
5. **PERIOD OF PERFORMANCE:** The City anticipates that the selected Proposer will begin work July 1, 2014 and must terminate June 30, 2017
6. **INSURANCE – PROOF OF COVERAGE:** Work must not commence until all insurance and bond requirements have been met and certificates thereof have been approved by the City Attorney. Proposers must comply with all insurance requirements contained in Exhibit A.
7. **PUBLIC SAFETY:** The Board will consider any complaint, arrest, charge, conviction or sentencing of the Proposer, or any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the Proposer's performance of this Contract.

SECTION C

ATTACHMENTS

ATTACHMENT 1 – TECHNICAL REQUIREMENTS

ATTACHMENT 2 – PROPOSAL AND PROPOSAL VERIFICATION

ATTACHMENT 3 - M/W/ESB PARTICIPATION DISCLOSURE, FORM 1

ATTACHMENT 4 – BUY OREGON PREFERENCE CERTIFICATION

Exhibit A - CONTRACT Exhibit A governs the terms and conditions of the successful Proposers services . If a Proposer requests any exceptions or deviations from the Contract, the proposer must identify the exceptions or deviations in its proposal.

PART II PROPOSAL DEVELOPMENT

SECTION A	PROPOSAL PREPARATION
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1. **PRE-PROPOSAL MEETING:** There will be no pre-proposal meeting. Each Proposer will be given two opportunities to pass the required site inspection..
2. **INVESTIGATION:** The Proposer must make all investigations necessary to inform itself regarding the work or services to be furnished
3. **QUESTIONS OR CLARIFICATIONS:** It must be the Proposer's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

The city will make reasonable attempts to ensure that it responds adequately and promptly to questions from Proposers. The City will issue addenda to the RFP to advise Proposers of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this RFP must be directed in writing, sent via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, Proposers are advised that any questions received less than ten (10) calendar days prior to the RFP due date may not be answered.

Marian Gaylord
Towing Coordinator
Project Manager
111 SW Columbia St, Room 600
Portland, Oregon 97201
Marian.Gaylord@portlandoregon.gov

Telephone: (503)865-2489
Fax: (503) 823-9068

If, in the opinion of the Board Chair, additional information or interpretation is needed by the Proposers, an addendum will be issued. Any addendum or addenda issued by the City, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, must be binding upon the Proposer. City must supply copies of such addenda to all Proposers who have submitted proposals copies of the RFP documents,, but failure of the Proposer to receive or obtain such addenda must not excuse the Proposer from compliance therewith if awarded the contract.

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

The request must identify the specific provision the Proposer would like to negotiate, an explanation of why the Proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. **Requests to negotiate every term and condition of the Contract will not be considered.** If the City decides that a contract term may be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of the contract term.

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

5. **ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective Proposers must not bind the City. Any changes or revisions to the specifications must only be binding if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.
6. **COST OF RESPONDING:** This RFP does not commit the City to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.
7. **PERMITS AND LICENSES:** The successful Proposer must include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the contract.
8. **CHANGES TO THIS RFP:** The City reserves the right to modify, revise or cancel this RFP. The City's receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

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

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

2. **PROPOSAL:** Proposals must be clear, succinct and not exceed six (6) pages, excluding Attachment materials. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City requests the use of submittal materials (i.e. paper, envelopes) that contain post-consumer recycled content and are readily recyclable. Submittals must not include 3-ring binders or any plastic binding, folder, or indexing material. Reusable binding posts, clips, or rings and recycled content paper envelopes or folders are examples of acceptable bindings. Submittals must be printed on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

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

3. **SECURITY AND CONFIDENTIALITY:** The Proposer must submit one (1) complete original, one (1) electronic copy in PDF format submitted on CD or USB flash drive, and one (1) complete Redacted for Public Disclosure Copy. If Proposer has no redactions, provide a written statement to that effect. The entire proposal must be received at the place, and on or before the time and date, specified on the first page of the proposal document.
4. **REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the Proposer claims as exempt from disclosure must qualify as exempt under Oregon public records law or other applicable statute. See for example ORS 192.501(2) (Trade Secrets) and ORS 192.502(4) (Material Submitted in Confidence). When preparing its proposal submission, the Proposer must provide one (1) Redacted for Public Disclosure Copy of their proposal with their submission. The Redacted for Public Disclosure Copy must redact all information that Proposer deems to be exempt from public disclosure. Proposers must include a summary at the beginning of their Redacted for Public Disclosure Copy detailing the location of all redacted information. When exempt information is mixed with non-exempt information on the same page, the exempt information must be redacted in such a way as to allow the disclosure of the non-exempt information. The Proposer must notify the city in its proposal cover letter if the Proposer decides not redact any material. If a Proposer does not submit a Redacted for Public Disclosure Copy of their proposal as required, the City may release the Proposer's original proposal without redaction.

Please refer to the PROPOSAL TERMS AND CONDITIONS for more information about confidential information within public records.

5. **CONFLICT OF INTEREST:** Proposer certifies that no officer, agent or employee of the City or Board has a pecuniary interest in this RFP or has participated in the contract negotiations on the part of the City. Further, the Proposer certifies that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer on this particular request for proposal, and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
6. **PROPOSAL ORGANIZATION:** Proposers must provide all information as requested in this RFP. Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses must be organized in the following manner:
 - a. **COVER LETTER:** By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the proposal).

The cover letter must state the name(s) of the person(s) authorized to represent Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal. If appropriate, include firm's City of Portland Business License Tax account number as well as the Equal Opportunity Employer (EEO) expiration date. Failure to provide such information will be grounds for finding the Proposer non-responsive and the entire proposal will be disqualified.

- b. **CORPORATE RESPONSIBILITY:** The City supports socially and environmentally responsible businesses. The City values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for State of Oregon certified Minority, Women and Emerging Small Business enterprises ("M/W/ESB").

The Social Equity Contracting Strategy promotes M/W/ESB economic growth and encourages partnering and mentoring between large and small M/W/ESB firms on City contracts. Proposing firms are encouraged to use the State's OMWESB website (<http://www4.cbs.state.or.us/ex/dir/omwesb/>) to identify potential M/W/ESB subcontractors.

All Proposers must address the following in their proposals:

7. **Oregon State Certification** Please indicate in your response if your firm is currently certified in the State of Oregon as an MBE, WBE, or an ESB.
 - a. **Minority, Women, and Emerging Small Business Contracting:** Please complete and attach M/W/ESB Participation Disclosure Form 1 (see Attachment 2).
 - b. **Workforce Diversity and Community Involvement:** Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).

How do you approach internal on-the-job training, mentoring, technical training, and/or professional development opportunities for women and people of color?

Describe your firm's employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).

Describe your firm's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

- c. **Sustainable Business Practices:** List the top five actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.).

Regarding your top five actions, please reference implementation dates and/or timelines, and any performance metrics or third-party awards/recognition (such as Sustainability at Work).

Does your firm participate in any third-party sustainability related organizations, networks, or committees? If so, list up to five examples and how long your firm has been an active participant in each.

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

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

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

PART III PROPOSAL EVALUATION

SECTION A	PROPOSAL REVIEW AND SELECTION
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- 1. EVALUATION CRITERIA:** The agencies served by this contract may be asked to evaluate pertinent sections of the proposals received. For the purpose of scoring proposals, each Agency will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The reviewers may seek the assistance of outside expertise, including, but not limited to, technical advisors. The reviewers will have a minimum of ten (10) working days to evaluate and score the proposals

The City reserves sole discretion and control over the RFP process, including, but not limited to, (1) the choice regarding how and when to proceed, (2) the decision to provide additional clarifications and extensions of time (3) decisions to open negotiations with a lower scoring Proposer, and (3) any decision to cancel the City's RFP solicitation.

All communications must be through the contact(s) referenced on the cover page of this RFP. At the City's sole discretion, communications with reviewers other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for Proposer's proposal to be rejected and disqualified from further consideration.

- 2. EVALUATION PROCESS:** Proposals will be opened and evaluated for completeness and responsiveness by the Towing Coordinator prior to presentation to the Board. Portions of the proposal may be evaluated by other designees from Agencies served by the Contract. Proposer's response to each of the criteria listed in Appendix A of the RFP, and Proposer's ability to perform the Contract, will be evaluated by the Towing Coordinator for the purpose of ranking proposals by cumulative points. Facilities and equipment inspections will be performed by the Towing Coordinator and may include evaluation of equipment by other City staff. Non-responsive, incomplete proposals, or proposals from non-responsible Proposers may be rejected.

The Towing Coordinator will submit to the Tow Board a report of each Proposer's ranking resulting from evaluation of the proposals. The Board will review the evaluation report submitted by the Towing Coordinator and select the responsible Proposer who is responsive to all requirements of this RFP and who offers the most advantageous proposal. The Tow Board will recommend the selected Proposer to City Council for award of the Contract. The selection will take place May 21, 2014 during the regular meeting of the Towing Board of Review.

The selection of the finalist will be based on and the proposal and conformance to the City's terms and conditions. Following final selection, the City will issue a Notice of Intent to Award a contract to the successful Proposer.

The City has the right to reject any or all proposals for good cause in the public interest, and the Board Chair may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation selection process.

- 3. LOCAL CONTRACTING:** The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.
- 4. CLARIFYING PROPOSAL DURING EVALUATION PERIOD:** During the evaluation process, the City has the right to require any clarification or change it needs in order to understand Proposer's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contract.
- 5. PROPOSALS ARE PUBLIC RECORDS:** All information submitted by Proposers must be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4).

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

- 6. LOCAL CONTRACTING:** The City prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of

any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

7. AWARD REVIEW AND PROTEST PROCEDURE REVIEW: ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing Proposers during, when applicable, the process of negotiation, but the contracting agency must 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."

a. REVIEW: Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers must designate information they consider exempt or conditionally exempt from disclosure by stamping the word "Confidential" on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

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

b. PROTESTS: Proposers are permitted to challenge the City's decision to award a contract. Depending on the nature of the protest, Proposers may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor's website.

Procurement Services must post a Notice of Intent to Award to the successful Proposer. The Notice of Intent to Award must be posted on the Bureau's Internet Web Page.

A Proposer who is adversely affected or aggrieved by the award of contract or evaluation decision has seven (7) days after the issuance of the "Notice" to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if Proposer would not be eligible to be awarded a contract if its protest were upheld. The Board Chair will review any protest, contact the parties involved and issue a written decision. The decision of the Board Chair will be final.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

SECTION B CONTRACT AWARD

- 1. PROPOSER SELECTION:** The City will award a contract to a Proposer whose proposal is considered and evaluated as being the most advantageous to the City. The Proposer selection process will be carried out under Portland City Code, Chapter 5.33.
- 2. CONTRACT DEVELOPMENT:** The proposal and all responses provided by the Proposer may become a part of the final contract. The form of contract must be the City's Contract for Records Management and Central Dispatching of Towing Services.
- 3. NOTICE OF INTENT TO AWARD:** A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the Proposer must receive a properly authorized purchase order or contract.
- 4. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a contract, the successful, does irrevocably assign to the City of Portland any claim for relief or cause of action which Proposer now has or which may accrue to Proposer in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to

Proposer by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Proposer's obligation under this contract.

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

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

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

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

5. **FAILURE TO EXECUTE CONTRACT:** Failure on the part of the successful Proposer to execute the Contract and deliver the Contract and required documents with the required bonding and insurance certificates within ten (10) calendar days must be just cause for cancellation of the award and withdrawal of the Contract. Award may then be made to the next scored Proposer, or the work may be re-advertised, or otherwise as the City may decide in its sole discretion.

APPENDIX A

Evaluation Criteria and Ranking Points

1. **COVER LETTER:** The cover letter must specifically stipulate that Proposer accepts all terms and conditions contained in the RFP and the Contract. The cover letter must state the name of the person(s) authorized to represent Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the cover letter and the proposal response.
Maximum 5 points.

2. **STATEMENT OF QUALIFICATIONS:** Proposers must submit an application in a form approved by the Board with points for each section, as follows
 - a. Curriculum Vitae - 1 point
 - b. Business Status – 1 point
 - c. Dispatch Experience – 15 points
 - d. Equipment – 50 points
 - e. Insurance – 3 points**Maximum 70 points.**

3. **PROJECT APPROACH:** Proposers will submit a description of the Proposer's operating procedures, to include:
 - a. Start Up Plan - a detailed description of all steps to be taken in preparation to commence work under the Contract.
 - b. Call Procedures - a detailed description of procedures for dispatching and records keeping. These procedures must demonstrate knowledge of Agency procedures.
 - c. Training Plan - a detailed description of sources, levels and types of training to be provided to dispatch staff and minimum competencies required.
 - d. Continuing Education and Quality_Improvement - a detailed proposal for maintaining staff training and adapting to developing system requirements.
 - e. Emergency_Procedures - a detailed description of contingency plans for emergency operations.
 - f. Affirmative Action Program – documentation of EEO certification, detailed description of the Proposer's affirmative action plan or policy, detailed description of the Proposer's work force diversity and minority recruiting practices.
 - g. Computer Services – a detailed description of the competencies possessed by Proposer's staff to work with City Bureau of Technology Services personnel for set up and ongoing operation of the Tow Desk Database software. Additional information regarding the Proposer's access to hardware and software support.**Maximum 85 points.**

4. **Financial Stability** - A detailed report of the Proposer's financial status, to be evaluated and ranked by City of Portland Revenue Bureau Audit staff. The evaluation of Proposers' financial stability will be based upon guidelines established by the American Institute of Certified Public Accountants Statements on Standards for Accounting and Review Services including:
 - a. Balance Sheet for the past two years
 - b. Statement of Income for the past two years
 - c. Statement of:
 - d. Retained Earnings; or
 - e. Cash Flow; or
 - f. Changes in owners' equity
 - g. Income Tax Statements for the past two years**Maximum 25 points.**

5. **Proposal Amount and Proposal Verification** – Proposer will provide the amount of its proposed dispatch fee. In addition, Proposer will also provide the amount of its proposed data services fee for Private Property Impounds.

In the past, the Board has received proposals for dispatch contracts under cost, which resulted in failure of Proposer. Therefore, each Proposer will provide verification that it has reasonably calculated the cost of performing under this Contract. Proposers should assume an average of 2,500 dispatches per month (including PPI calls). Proposer will provide a cost breakdown of how the final proposal amount was calculated, identifying specific cost components including minimum staffing and equipment requirements as set forth in the Contract. See Attachment 2 for form.

Maximum 15 points.

TOTAL POINTS POSSIBLE: 200

ATTACHMENT 1 TECHNICAL REQUIREMENTS

1. **BACKGROUND:** The City of Portland established the current system for securing vehicle towing and storage services in the mid-1970's. The central "Tow Desk" is vitally important in maintaining a detailed computer database of towing activities involving local police and transportation agencies, and ensuring equitable distribution of towing opportunities among local towers under contract with the City.

Under the terms of intergovernmental agreements, the City also acts on behalf of the following agencies: the Port of Portland; Multnomah County Sheriff's Office, Fleet Services and Portland Public Schools; City of Fairview; Oregon Department of Transportation, Region 1; and Tri-Met.

2. **GENERAL REQUIREMENTS:** All facilities, equipment and staffing requirements must be fulfilled and operational by the time of submission of the RFP.
3. **SCOPE OF WORK:** The City of Portland Towing Board of Review (Board) is seeking proposals from qualified local firms with demonstrated experience in records management and central dispatching of towing services. The Board proposes to engage a Proposer for the services delineated in the Contract for Records Management and Central Dispatching of Towing Services for the July 1, 2014-June 30, 2017 term.
4. **WORK PERFORMED BY THE CITY:** Bureau staff must make available sufficient hours of staff personnel as is required to meet with Proposer and provide such information as required. The Revenue Bureau has assigned a project manager who will oversee the work and provide support as needed.

ATTACHMENT 3 MWESB PARTICIPATION DISCLOSURE FORM 1

The City's disclosure program is used to document the utilization of Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs) on City projects.

This Request for Proposal (RFP) requires submission by Proposer of the City's M/W/ESB Participation Disclosure Form 1. Proposers must disclose the following information with their proposal response:

- 1) Contact information and Employer Identification Number (EIN or FED ID#) for all contract participants
- 2) State of Oregon M/W/ESB designation. **(Verify current certification status with the Office of Minority, Women, and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>)**
- 3) The proposed scope or category of work that Proposer and any subcontractors will be performing
- 4) The dollar amount of Proposer's self-performing work and of all subcontractors' contract(s)
- 5) Percentage of total contract amount allocated to Oregon certified M/W/ESB participation

Report all amounts in United States Dollars (USD). The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If Proposer will not be using any subcontractors, Proposer is still required to enter its own information in the appropriate section and to indicate "**NONE**" in the subcontractor section of the accompanying form and submit the form with its proposal.

FAILURE TO SUBMIT THE City's M/W/ESB PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION

CITY OF PORTLAND M/W/ESB PARTICIPATION DISCLOSURE FORM 1 (cont.)

This Request for Proposal requires submission by Proposer of the following information and presented on this M/W/ESB PARTICIPATION DISCLOSURE FORM 1. Proposers must disclose the following information:

Please print all information clearly.

Proposer Name: _____ **Proposer's Total Cost: \$** _____

Project Name: _____ **RFP Number:** _____

Contact Name: _____ **Phone:** _____ **Email:** _____

Percentage of total contract amount allocated to Oregon certified M/W/ESB participation	Proposer	%
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PROPOSER INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SELF- PERFORMING AMOUNT
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
NOTE: 1) The Proposer and any subcontractors must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed as currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business: http://egov.oregon.gov/DCBS/OMWESB/index.shtml . 2) Do not enter Social Security numbers on this form.			

ATTACHMENT 4 BUY OREGON PREFERENCE CERTIFICATION

(PROPOSER MUST COMPLETE AND RETURN WITH PROPOSAL)

ORS 279A.128 states a Contracting Agency may provide, in a Solicitation Document for Goods, Services or Personal Services, a specified percentage preference of not more than ten percent (10%) for Goods fabricated or processed entirely in Oregon or Services or Personal Services performed entirely in Oregon. When the Contracting Agency provides for a preference under this Section, and more than one Proposer qualifies for the preference, the Contracting Agency may give a further preference to a qualifying Proposer that resides in or is headquartered in Oregon.

Part A.

To qualify for X% of the Preference, Proposer certifies: *(Please check only one of the below, if applicable)*

1. Proposer's Goods are fabricated entirely in Oregon.
2. Proposer's Services are performed entirely in Oregon.

If either of the above are checked, please enter the Oregon address below:

(Only complete the following if you were able to qualify for the preference in Part A).

Part B. Complete the information below to qualify for an additional X% preference. *(total possible preference: 10%)*

1. If applicable, Check one: Offeror is a Resident Offeror Headquartered in Oregon.
2. Enter your Oregon business address or headquarter address:

Signed: _____

Name of Firm: _____

EXHIBIT A – SERVICES CONTRACT



STATEMENT OF QUALIFICATIONS 2014-2017

CONTRACT FOR RECORDS MANAGEMENT AND CENTRAL DISPATCHING OF TOWING SERVICES

A. Curriculum Vitae – Maximum Point Value 1

1. Legal Name: _____
2. Business Address: _____
3. Mailing Address: _____
4. Business Telephone Numbers: _____
5. Business operates as:
sole proprietorship _____ SS # _____
partnership _____
corporation _____ FEIN _____
other (indicate) _____

6. In descending order of authority, list the last, first, and middle names of all owners, partners, corporate officers, directors, general managers, and any other principal parties, plus their titles and dates of birth and contact telephone numbers.

Last Name	First	Middle	Title	Date of Birth	Telephone Number

(Attach additional sheets if necessary.)

7. Financial Interest: List any other legal entities (individuals, corporations, et al) not mentioned above, having a financial interest in the business. Include names, addresses and telephone numbers:

(Attach additional sheets if necessary.)

8. List proposer's contact person(s) with responsibility for handling Agency and/or citizen complaints and other communications. (Individual named must be available at proposer's place of business during normal business hours, and have a high degree of familiarity with the Dispatching Contract.)

9. List all employees, or proposed employees, full or part-time, including full name, date of birth, driver's license number, job title and phone number. A signed Confidentiality Statement must be attached for each employee or proposed employee. (Attach additional sheets if necessary.):

20. Has proposer previously had a dispatching contract involuntarily canceled and/or terminated by the City of Portland or any other jurisdiction? YES _____ NO _____

21. If the answer to question 20 is yes, please provide the date, location and basis for the cancellation and/or termination.

22. Have any of Proposer's principals, owners, part-owners, business associates, officers, directors, agents, employees or any other person associated with proposer's performance of this Contract previously had a dispatching contract canceled and/or terminated by the City of Portland or any other jurisdiction?
YES _____ NO _____

23. If the answer to question 22 is yes, please provide the date, location and basis for the cancellation and/or termination.

D. Equipment – Maximum Point Value 50 Check the appropriate space for each piece of equipment required by this contract. If the item has not yet been obtained, please indicate when it will be fully operational:

EQUIPMENT ITEM List brand, model, year, etc.

1. Self-printing time clock _____
2. Two (2) dedicated leased telephone lines for PPB Records _____
3. One (1) leased telephone line dedicated for other Agencies _____
4. Bond paper fax machine on a dedicated line _____
5. At least two (2) leased telephone lines dedicated for outgoing calls _____
6. At least two (2) leased telephone lines dedicated for incoming calls _____
7. Wall-sized locator map of Multnomah County including all City streets, highways and Port properties _____
8. Computer mapping system capable of having District boundaries applied for verification of district assignments and compatible with map books _____
9. Current map book for each dispatcher _____
10. Security to protect retained records _____
11. At least one (1) computer workstation to access the CAD system _____
12. Emergency backup communication system capable of providing communications for the duration of an emergency _____
13. A fully installed emergency electrical power source _____

capable of providing a least eight (8) hours of electrical support for full operation of computers and telephone or alternative communication system. Portable generators are not acceptable.

14. E-mail

15. A system capable of providing a digital audio recording of all telephone communications relating to this Contract. System must have at least six (6) months of retention capacity and the ability to email a recording upon request by the Board or the Towing Coordinator.

COMPUTER WORK STATIONS with the following specifications, or comparable if approved by the Board:

1. Minimum Intel Intel Core Duo 2.5 GHz processor.
2. Minimum 17" color monitors.
3. Minimum 2 GB of RAM Memory
4. Minimum 160 GB Hard Drive
5. Keyboard and mouse compatible with Window 7
6. Laserjet Printer or equivalent
7. Windows 7 Professional
8. CD-ROM or DVD drive
9. Microsoft Office 2007
10. Anti-Virus Software, regularly updated by user
11. 100/1000 base T network card

SERVER REQUIREMENTS

1. Minimum Xeon x 3450 2.67GHz
2. Minimum 4GB RAM
3. Minimum 150GB hard drives with Raid 1 configured
4. CD Rom or DVD drive
5. 100/1000 Intel network card
6. Monitor, keyboard, mouse
7. External tape backup unit to backup the database
8. Uninterruptible Power Supply (UPS)

SOFTWARE REQUIREMENTS

1. Minimum Operating system – Windows 2008 Server with current service pack
2. Application software – Minimum Microsoft SQL 2008 R2 with current service pack
3. SQL Server access license for each work station

COMMUNICATIONS

- 1. Router to support T1 line _____
- 2. Full T1 phone line between Portland Bldg and Tow Desk _____
- 3. 100/1000 network switch between servers and work stations in the dispatch office _____

E. Bonding and Insurance – Maximum Point Value 3

25. **Attach a copy of your certificate** of LIABILITY INSURANCE with all of the Agencies named as additional insureds, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

26. **Attach a copy of your certificate** of WORKER'S COMPENSATION coverage, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

27. **Attach a copy of your \$50,000 PERFORMANCE BOND** with all of the Agencies named as obligees, or a letter of intent from your bond provider, and complete the following:

Bond Provider: _____

Bond No: _____ Exp. Date: _____

Agent: _____ Phone: _____

F. Criminal History Checks No points. Pass/Fail

The City will run criminal history background checks on all principals, owners, part-owners, business associates, officers, directors, agents, employees or any other person associated with proposer's performance of this Contract. The Board reserves the right to consider any felony conviction as possible grounds for disqualification of a proposer.

Statement of Qualifications

Contract for Records Management and Central Dispatching of Towing Services 2014-2017

Page 6 of 6

I certify that I have reviewed the contents of the RFP and the Contract, that all statements contained herein are true to the best of my knowledge, that I am an officer of the below named business, and that I am authorized to sign this document on behalf of the business.

Legal Name of Proposer

Signature of Authorized Officer

Title

Date