

**City of Bremerton
REQUEST FOR PROPOSAL**

I. PURPOSE OF REQUEST

The City of Bremerton ("City") is requesting proposals for city-wide parking enforcement. The City's needs are outlined in the following Request for Proposal (RFP).

II. TIME SCHEDULE

The City will attempt to follow this timetable, which should result in the implementation of a city-wide parking enforcement agreement by July 1, 2010.

Issue RFP	April 5, 2010
Deadline for Submittal of Proposals.....	April 29, 2010, 1:00 p.m.
Preliminary Selection of Firm	May 14, 2010
Council Approval.....	June 2, 2010
Notify Firm Chosen	June 3, 2010
Finalization of Contract	June 3-30, 2010
Effective Date of New Contract	July 1, 2010

III. TERMS, CONDITIONS AND INSTRUCTIONS

A. All proposals and/or questions should be directed to:

Carol Etgen, City Clerk
City of Bremerton
345 6 Street, Suite 600
Bremerton, W.A. 98337
(360) 473 -5323
city.clerk@ci.bremerton.wa.us

B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

C. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

D. The City reserves the right to award any contract to the next most qualified firm if the successful firm does not execute a contract by the proposed implementation date of July 1, 2010.

E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP, however **the City reserves the right to modify the Scope of Work before the final contract is awarded**. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- H. All proposals must be in a sealed envelope and clearly marked: "City-wide Parking Enforcement".
- I. All proposals must be signed by a company representative who is authorized to bind the firm.
- J. All proposals must be received by April 29 at 1:00 p.m. One (1) copy of the proposal must be presented. No faxed or telephone proposals will be accepted. Late proposals shall be returned unopened.
- K. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper for requests and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practicable. Use of both sides of the paper for any submittal to the City is desirable whenever practicable.
- L. The City Clerk or representative will notify the firm selected the day after Council approval of the contract.
- M. Proposer shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, or disability, except for employment actions based on bona fide occupational qualification.
- N. Proposer shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, and employees.

Before beginning work described in the Agreement, the Proposer shall provide a Certificate of Insurance evidencing:

1. **Automobile Liability insurance** with limits no less than \$ 1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability insurance** written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket

contractual; products/completed operations/broad form property damage; and employer's liability; and

Any payment of deductible or self insured retention shall be the sole responsibility of the Proposer.

All required policies shall be provided on an "occurrence" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Proposer and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Proposer's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Proposer's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

- O. Proposer shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the negligent or otherwise deficient performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Proposer and the City, its officers, officials, employees, agents and volunteers, the Proposer's liability hereunder shall be only to the extent of the Proposer's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PROPOSERS WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

- P. Proposer shall comply with all applicable Federal, State and local laws in performing its obligations under the Agreement.
- Q. All proposals must include the following information:
1. The names of individuals who will be working on the proposed services and their areas of responsibility.
 2. Specific experience of individuals relative to the request for proposal requirements.
 3. Firm must have an office location within the city limits of the City of Bremerton, Washington. Successful Proposer must obtain a Bremerton Business License prior to commencement of contract.
 4. Description of proposed methodology, hardware and software for issuing off-street citations. Include enforcement techniques, back office support, accounting and collections process for citations that become past due.
 5. Description of proposed methodology for issuing on-street citations in residential restricted hour zones and the downtown core of 1 and 2 hour zones. Include enforcement techniques as well as back - office support and accounting.
 6. Description of proposed methodology for maintaining current database and issuing residential parking program permits to residents.
 7. Description of Proposer's internal control policies and procedures as they relate to accounting for cash and the requisite daily deposits into the City account.
 8. Discuss any special conditions, other fees, other services, or deviations from the proposal specifications.
 9. Provide information on how your institution, in partnership with the City and local businesses, can facilitate economic development.
 10. Provide contact name and phone number for each of the following areas: corporate office and local office branch contact. It is the City's preference to have one contact person who will deal with other representatives at the institution to resolve any questions or concerns.
 11. Provide at least five (5) references, including entity name, contact person, telephone number and services used. Municipal references preferred.

12. The City requires that Proposer design its proposal so that 100 per cent of collected revenue including all parking revenue, citation revenue, fines, and penalties are forwarded to the City in total and that the proposal not be incentive based.

13. Proposal Sheet — Attachment "B"

14. Non Collusion Certificate — Attachment "C"

IV. SELECTION CRITERIA

FACTOR	WEIGHT GIVEN
A. Responsiveness of the written proposal to the purpose and scope of service	10%
B. Ability and history of successfully completing contracts of this type and meeting criteria established and experience in similar work	40%
C. Price	<u>50%</u>
Total Criteria Weight	100%

V. SCOPE OF SERVICES.

As described in Attachment "A" of this document. The proposal shall incorporate the terms, conditions, instructions and elements of operations that describe how the Proposer intends to fulfill the scope of services in Attachment A.

VI. TERM

The term of this contract shall be for 3½ years, from June 1, 2010 to December 31, 2013.

VII. OTHER INFORMATION

For additional information or explanation of the contents or intent of these specifications, please e-mail your questions to Carol Etgen, City Clerk at city.clerk@ci.bremerton.wa.us or by fax to (360) 473-5200. All questions must be in writing. Oral communications are not considered formal.

VIII. PUBLICATION

Name of Publication:

Kitsap SunApril 5, 2010
Seattle Daily Journal of CommerceApril 5, 2010

ATTACHMENT "A" - Scope of Work

I. General Provisions

- A. Vehicles: Proposer is responsible for supplying its transportation requirements including a minimum of three regulatory vehicles used in the performance of on-street enforcement duties.
1. All vehicles used by Proposer in its performance of this Agreement shall:
 - a. Be clearly identified as performing parking enforcement;
 - b. Be operated at all times in compliance with all state and local motor vehicle laws;
 - c. Have a prominent sign on the rear of the vehicle warning of frequent stops.
 2. Foot and bike enforcement may be used by Proposer personnel in the Downtown Core (defined by all blocks south of 6th Street, east of Park Avenue and west of Washington Ave) in lieu of vehicles.
- B. Personnel and Staffing
1. Proposer will maintain staffed office hours Monday through Friday from 7:30 a.m. to 6:00 p.m.
 2. Proposer will staff on/off street parking regulation and maintain enforcement hours pursuant to the following:
 - a. On Street Enforcement — Patrolled with a minimum of 505 hours monthly as follows:
 - i. Emphasis hours to be performed during peak parking and collection demand times in concert with City direction.
 - ii. Minimum of two weekday early shifts beginning at 4:00 a.m. per month.
 - iii. Minimum of two weekday late shifts ending after 8:00 p.m. per month.
 - iv. Minimum of three hours per weekend for collections and patrols.
 - b. Off Street Enforcement — Patrolled with a minimum 104 hours monthly as follows:
 - i. Enforcement of each off street parking location every day including a minimum of two (2) checks per day that include one before noon and one after 5:00 p.m.
 - ii. Enforcement at a minimum of three hours per each weekend day.
 - iii. Enforcement at a minimum of four hours per weekday.

3. Proposer shall be responsible for all aspects of recruitment and selection of parking enforcement personnel.
4. Limited Commission -- Proposer shall provide the City of Bremerton Police Department with all personnel information required to investigate and issue a Limited Commission. The City shall review all information regarding a prospective enforcement employee prior to authorization of issuance of a Limited Commission. The City shall have the right, in its sole discretion, to refuse to issue a Limited Commission.
5. Proposer shall provide all enforcement personnel with professional appearing uniforms consisting of shirts, trousers and jackets. Uniform jackets and shirts shall have attached patches on the sleeves with an emblem designating the wearer as official parking enforcement personnel. Uniform design must be approved by the City. All enforcement personnel must carry photo identification and a copy of their commission while on duty. All personnel are to be in complete uniforms at any time they are engaged in enforcement duties, or appearing in court in matters relating to their employment.
6. Proposer shall be responsible for assuring employee compliance with all laws and regulations, compliance for all employment related laws and regulations, responding to inspections /audits by regulatory agencies and the City, and will pay any fines or assessments levied by regulatory agencies.

C. Communications

1. All enforcement personnel shall have ready access to their supervisor and to the Bremerton Police Department.
2. Proposer shall maintain an Office in Bremerton and shall maintain a twenty four (24) hour telephone number accessible by the City. During patrol and parking enforcement hours, a Proposer supervisor will be on call within a 30 minute response time. After office hours the Proposer supervisor shall be accessible by cell phone.

D. Training

1. Proposer shall be responsible for complete training of parking enforcement personnel. Training shall include, but not be limited to:
 - a. Customer Service and expectations;
 - b. Dealing with difficult people; Conflict Management and dispute resolution;
 - c. Civil rights law and procedures; Municipal code and ordinances relating to parking enforcement;
 - d. Giving testimony and courtroom procedures;
 - e. Job procedures and emergency protocol;
 - f. Job safety as required by OSHA/WISHA; and
 - g. Public Safety.

- E. Residential Parking Permit Program
1. Proposer shall issue residential parking permits as outlined in the Bremerton Municipal Code Title 10.10.
 2. Proposer shall assume responsibility for updating and maintaining the Residential Parking Permit Program database. An electronic backup copy of the permit program database shall be provided to the City Clerk's office on disk for security and auditing purposes on a monthly basis.
 3. Proposer shall be responsible for ordering residential parking permit supplies and for the residential parking permit renewal process. The City shall reimburse the Proposer for supplemental supplies and expenses such as permits, envelopes, postage and labor costs associated with the bulk renewal process. The City retains the right to use City staff for the bulk renewal process if it is determined it would be more cost effective. The Proposer will be responsible for all other expenses associated with the administration of the Residential Parking Permit Program.
 4. Proposer shall obtain written permission of the City of Bremerton before modifying any forms or procedures used for the administration of the Residential Parking Permit Program.
 5. Proposer shall refer any *unresolved* complaints regarding the Proposer's decisions or actions pertaining to the parking permit program to the City Clerk's office for follow-up.
 6. Proposer shall be responsible for maintaining the Residential Parking Permit Program records in accordance with the State of Washington Records Retention Schedule. Records will be turned over to the City for archiving when no longer needed for Proposer's reference purposes.
- F. Record Keeping and Reports
1. All revenue collections, deposits and reporting procedures shall be in accordance with Financial Services requirements. All parking revenue shall be directly deposited into a designated City of Bremerton account at a minimum on a daily basis per parking facility location.
 2. Proposer will be responsible for all employment related record keeping and, upon request by the City, shall provide personnel and training information for each employee.
 - a. Each Proposer Enforcement Officer shall maintain a daily log book of conversations, complaints and unusual circumstances that occur while performing work duties. The log book shall be kept current and up to date at the end of each shift.
 3. Inspection: Proposer shall keep all records related to this contract including, but not limited to the records listed above for at least six years following expiration or termination of this agreement, or deliver the records to the City. Proposer shall keep all records in its regular business

and shall keep the records in an orderly manner as may be directed 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.

4. Reports -- The City requires that the enforcement personnel follow pre-approved patrol routes. Proposer will be responsible for proposing patrol routes and schedules, and the method (reports) by which the City Project Manager will be kept informed. The City requires assurance that coverage is adequate, fair, regular and consistent. The City may make additions or deletions to the following list of required reports at its discretion. The following is the minimum requirement for reports that shall be prepared by Proposer and transmitted to the City:
 - a. Monthly summary of activities showing total work hours, patrol and non - patrol; customer service hours; and records of court time.
 - b. Monthly summary of ticket activity including the number of tickets by infraction type, by street area, and a list of voided tickets with an explanation as to why the tickets were voided. This report shall be provided to the Municipal Court.
 - c. Written reports on all complaint phone calls or on street complaints to officers on Duty. Upon request, written complaint logs, including the names of the parties involved, telephone numbers and addresses (if known) the nature of the complaint, and action taken, shall be available for inspection by the City.
 - d. Monthly reports containing the above data shall be furnished to the City no later than the 20th of each month for the preceding month.
- G. Court Appearance — Proposer's employees shall appear in Municipal Court promptly and be prepared to testify or suit an affidavit when required in parking related cases. The City will provide training and support, at the City's discretion, related to Municipal Court cases.
- H. Special Event Support - Proposer shall coordinate special parking needs for on/off street enforcement with the City to accommodate special events including staffing, placard preparation, and special opening and closing of the 4th/Washington Garage.

II. On-Street Parking Enforcement

- A. Enforcement Duties:

Services to be provided shall include, but are not limited to:

 1. Regulation of on street parking including but not limited to the downtown core (approximately 270 stalls) and residential parking 1 and 2 hour

zones that include approximately eleven (11) blocks north of PSNS and six blocks west of PSNS, as well as areas identified through complaints, referrals or random patrols.

2. Issue Notices of Infraction for violations of parking ordinances when and where appropriate.
3. Prepare affidavits and reports for parking infractions, violations, and incidents.
4. Perform parking surveys required for Residential Parking Permit applications.
5. Post zone status change notices.
6. Enforce all parking ordinances as contained in the Bremerton Municipal Code, Title 10, as amended and State law.

B. Citation Issuance: Proposer shall:

1. Pick up handheld computers at the Municipal Court office. Submit handheld computers to the Municipal Court office at specified times for uploading and downloading of daily citation activity.
2. Be responsible for Handhelds that are damaged due to negligent or deficient care or loss. City retains ownership of Handhelds.
3. Provide written requests for declaration of nuisance vehicles.
4. Notify Municipal Court if not available for court appearances.
5. Provide affidavits as required by the Municipal Court or the City.

C. Junk and Abandoned Vehicles

1. Enforce abandoned vehicle procedures in accordance with State and local laws, including, but not limited to:
 - a. Receiving complaints of abandoned vehicles;
 - b. Checking registration to ascertain if vehicle has been reported as stolen;
 - c. Determine whether vehicle is operable;
 - d. Attempt to contact registered owner;
 - e. Notify registered owner of pending impoundment;
 - f. Impound vehicle;
2. Facilitate Junk vehicle procedures on private property in accordance with State and local laws, including but not limited to:
 - a. Receiving complaints regarding junk vehicles;
 - b. Visit property as directed and based on statutory definitions, determine if the vehicle is declarable as "junk." If declared as junk:
 - i. Identify the registered owner of the vehicle;
 - ii. Provide property owner with Junk Vehicle Verification, Notification and Affidavit.

III. Paid Parking Enforcement

A. Scope of Services

1. Duties — Paid Parking. Proposer shall manage, operate and promote City owned parking facilities and on-street pay box parking. Parking facilities are located in the downtown area of the City as follows:
 - a. 507 Park Avenue — 18 stalls;
 - b. 4th and Washington Avenue Garage — 314 stalls;
 - c. 300 Park Avenue — 64 stalls ;
 - d. 301 Park Avenue — 48 stalls; and
 - e. pay boxes throughout the downtown core — 85 stalls

B. Responsibilities - Proposer shall:

1. Pay all direct operating costs of operating the above listed facilities including, but not limited to labor, supervision, bookkeeping, permit and citation supplies and implementing and supporting the citation collection process.
2. Provide pay boxes for customer self-parking at centralized locations within each off-street parking facility.
3. Post City approved parking rates and regulations on all off-street parking facilities.
4. Collect all on-street and off-street pay box revenues and deposit in City designated accounts on a daily basis.
5. Keep parking facilities open and available for parking 24 hours per day, seven days per week unless otherwise directed and approved by the City.
6. Inspect all parking facilities as necessary and prudent to ensure that all parking has been paid, that all parking regulations are followed, and that the facilities are reasonably safe and clean. Inspections and collections will be conducted seven (7) days per week. Checking schedules will be based on usage patterns and approved by the City.
7. Market parking facilities to ensure their maximum utilization.
8. Be responsible for rudimentary maintenance of the parking facilities, including, but not limited to:
 - a. General Cleanliness of all off-street parking facilities;
 - b. Immediately notify the City of any condition in need of repair or remediation;
 - c. Notify the City of landscaping maintenance needed for any City-owned lots;
 - d. Keeping all drains clear of debris;
 - e. Reporting all acts of vandalism and all irregularities and nuisances occurring in City parking facilities to City Police and City Project Manager.

IV. Services Not Provided

In the event that the Proposer does not provide all requested services included in this RFP, the institution will submit as part of its proposal additional partners /providers who do provide these services. It is the sole responsibility of the Proposer to secure and maintain the relationship with any additional providers. The Proposer, at the time of proposal submittal will identify all secondary providers.

ATTACHMENT "B"
PROPOSAL SHEET

On and Off-Street Enforcement – Personnel _____

On and Off-Street Enforcement – Vehicles..... _____

Overhead, Administration & Management..... _____

Other Categories – Specify _____

TOTAL PROPOSED MONTHLY FEE _____

ATTACHMENT C

NON-COLLUSION AFFADVAIT

State of Washington)
)
County of Kitsap)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Bremerton for consideration in the award of a Contract on the improvement described as follows:

CITY-WIDE PARKING ENFORCEMENT

Name of Firm

Authorized Signature

Title

Signed and sworn to before me this

_____ day of _____, 2010.

Notary Public

SEAL:

REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the City of Bremerton, Washington, for:

CITY-WIDE PARKING ENFORCEMENT

Proposal responses must be completed and filed with the City Clerk's Office, 345 6th Street, Suite 600, Bremerton, WA by:

Date: April 29, 2010

Time: 1:00 p.m.

Proposals received later than 1:00 p.m., April 29, 2010, will not be considered.

Proposals shall be submitted in a sealed envelope, **clearly marked on the outside:**

“CITY-WIDE PARKING ENFORCEMENT PROPOSAL”

Proposals will be judged by a City evaluation team and the results of the evaluation will be mailed to the participating submitters no later than May 20, 2010.

The City of Bremerton reserves the right to reject any and all proposals and to waive irregularities and informalities in the proposal process. No submitter may withdraw their proposal for a period of ninety days after the deadline for receipt of same.

Detailed Specifications for this proposal solicitation may be obtained from the City of Bremerton, City Clerk's Office, or on-line at www.ci.bremerton.wa.us.

Dated this 5th day of April, 2010.

Carol Etgen, City Clerk
City of Bremerton
345 6th Street, Suite 600
Bremerton, WA 98337
city.clerk@ci.bremerton.wa.us
(360) 473 -5323