

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
THE RELEASE OF A REQUEST FOR)
PROPOSALS (RFP) AND THE)
EXECUTION OF A MULTI-YEAR)
CONTRACT FOR MANAGEMENT OF)
THE BOAT CONCESSION AT BLUE)
LAKE PARK)

RESOLUTION NO. 00-2884

Executive Officer
Introduced by Mike Burton

WHEREAS, The Boat Concession at Blue Lake Regional Park is one of the facilities for which management responsibility continues with Metro; and

WHEREAS, The Boat Concession is a mainstay within the operation of Blue Lake Park, renting paddle boats, rowboats and canoes to park patrons, and a source of revenue to support Regional Parks and Greenspaces programs and operations; and

WHEREAS, This contract is strictly revenue generating and the percentage of funds paid to Metro, from Boat Concession Contractor, are funded back into Regional Parks and Greenspaces Blue Lake Park's budget as "program/resource revenue'.

WHEREAS, It has been the practice to enter into a multi-year contract with the most advantageous proposer seeking to manage that concession; and

WHEREAS, The contract with the current vendor terminates April 30, 2000; now, therefore,

BE IT RESOLVED,

1. The Metro Council, acting as the Metro Contract Review Board, approves issuance of a request for proposals (RFP# 00R-4-PKS), in substantial compliance with Exhibit A attached, and authorizes the Executive Officer to enter into a multi-year contract with the most advantageous proposer.

ADOPTED by the Metro Council this _____ day of February, 2000.

David Bragdon, Presiding Officer

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

EXHIBIT A

REQUEST FOR PROPOSALS

BLUE LAKE BOAT CONCESSION CONTRACTOR

By:

Metro Regional Parks and Greenspaces

March 6, 2000

METRO
Request for Proposals

Metro's Regional Parks and Greenspaces Department is soliciting proposals from qualified proposers seeking to provide commercial boat concessions at Blue Lake Park.

PROPOSAL INFORMATION

Proposals are due no later than 4:30 p.m. D.S.T., March 24, 2000, at the Metro Regional Parks and Greenspaces Department, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention: Todd Jones.

No faxed material will be accepted. Postmarks are not considered proof of delivery. If proposal is hand delivered it must be delivered to and date stamped by personnel at Metro's Regional Parks and Greenspaces Department, in the southeast corner, on the first floor of the Metro Regional Center. Delivery persons should enter and inquire with the front reception desk personnel for directions to the Department office.

One (1) original and four (4) copies of the proposal must be submitted to Metro. All proposals must be clearly marked "**PROPOSAL: BLUE LAKE PARK BOAT CONCESSION CONTRACTOR**" and contain all information outlined herein.

CLARIFICATION

Any proposer requiring clarification of the information or protesting any provisions herein, must submit specific questions or comments in writing to:

Todd Jones
Regional Park Supervisor
Blue Lake Park
20500 N.E. Marine Drive
Fairview, OR 97024

The deadline for submitting such questions or comments is March 13, 2000. If, in his opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum which will be mailed to all individuals, firms and corporations having taken out specifications and such Addendum shall have the same binding effect as though contained in the main body of the specifications. Oral instructions or information concerning the specifications or the projects given out by Metro managers, employees, or agents to prospective proposer shall not bind Metro. All Addenda shall be issued by the Regional Park Supervisor not later than five (5) days prior to proposal deadline.

CANCELLATION

Metro reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Metro's best interest. In no event shall Metro have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of Metro.

BACKGROUND

Blue Lake Park is a 185 acre day-use Metro regional park, providing a variety of recreational opportunities including: picnicking; fishing; sports courts/fields; swim beach; play equipment, and The Lake House where weddings, receptions and meetings are held. The park is located in Fairview, east of Portland, along the north shore of Blue Lake--a 60 surface-acre waterbody--and adjacent to Marine Drive along the Columbia River.

An average of 289,000 patrons visited Blue Lake Park, annually, since 1990 with approximately 186,000 people on-site during the peak summer months. (Refer to Attachment A for 1990-99 statistical information.)

Of the many picnic areas within Blue Lake Park, 35 are reservable for family and company picnics. These reserved areas are generally entirely booked on weekends and holidays from July through mid-September.

The primary function of the Boat Concession Contractor will be to promote and provide the rental and maintenance of quality recreational watercraft, on a seasonal basis, while enhancing the quality experience of visitors to Blue Lake Park.

Metro is seeking proposals from motivated firms and/or individuals whom can demonstrate a high level of experience, creativity and professionalism in marketing, managing and maintaining a safe and attractive recreational-watercraft rental operation.

While recreational boat rentals is the primary service to be provided, potential for additional revenues exists from other related goods and services, except food and beverage. Since Metro is interested in engaging a Contractor with a high degree of initiative, and who has had previous successful experience in the recreation service industry, potential Contractors are asked to suggest such goods and services in their proposal, (e.g., sale and/or rental of fishing tackle).

The boat concession is to be operated on a seasonal and "for-profit" basis, with a five (5)-year potential term. This contract awards exclusive use of the boat concession building, docks and beach area.

Proposers are encouraged to carefully read through the entire RFP and submit only those materials requested herein. All interested parties must submit the information outlined in the Request For Proposals (RFP). This information will be reviewed by a Metro Selection Committee (MSC).

I. CONTRACTOR SERVICES

Specific work tasks are outlined below.

A. Contractor's services shall consist of the following:

1. Provide high quality and safe rental watercraft to Blue Lake Park's visitors. This function will take place at the boat concession facility, located on the lakefront and adjacent to the fishing docks at Blue Lake Park.

Contractor shall supply a minimum of fifty (50) and a maximum of eighty (80) watercraft with accompanying equipment and flotation devices. Sixty percent (60%) of the watercraft units shall be of the paddleboat type. The remaining units should be a variety of pleasure craft which may include: rowboats, canoes, and other recreational watercraft as approved by the Parks Director.

All rental units are to be non-motorized. However, Metro may pursue the possibility of allowing non-combustible engines with minimum horsepower for use by the elderly and handicapped.

Maintain all equipment in a safe, usable and attractive condition. Contractor will conduct weekly inspections of all equipment, (i.e., rental watercraft; patrol boats/motors; personal flotation devices; paddles/oars, etc.). Any item found in a condition that would compromise the safety of employees and/or patrons will be immediately removed from service until repaired or replaced. Metro reserves the right to conduct it's own inspections with the authority to remove from service any piece of equipment it deems necessary.

Contractor is responsible for off-season equipment storage. The availability of storage within the old Swim Center building will be reviewed annually.

Ten percent (10%) of recreational watercraft units shall be replaced annually with new units. If all new watercraft are utilized, the replacement of units may begin after the customary depreciation period expires.

2. Other related goods and services, except food and beverage concessions, may be provided by the Contractor solely at the consent of Metro. This may include, yet

not be limited to, fishing tackle rental service upon approval of a written proposal to the Parks Director.

3. Maintain boat concession interior, service area, docks and shore in a safe, clean and attractive condition. During operating hours and at closing, concession staff daily will keep shoreline, docks, watercraft, buildings, ramp and service areas free of garbage/litter, and other obstacles. Concrete ramp/walkways will be swept of accumulated sand/rocks at least once per day and more if needed. All windows will be cleaned, inside and out, once per week and more if needed. Beach will be weeded once per season with additional control as needed (NO CHEMICALS).
4. Inspect all floating docks and gangways once a week for protruding nail heads, loose and/or missing pins, damaged or missing boards, worn/frayed mooring lines, loose/broken bull-rails, and missing bumpers. If corresponding repairs are beyond ability of concession staff, then contact Regional Park Supervisor or his designee for technical assistance.
5. Enforce all Rental Contract Rules and Regulations (see Attachment B); Title 10 Regulations, (see Attachment C); and lake regulations (see Attachment D). See also items 3 & 4 of Security and Safekeeping on Page 7).
6. Cooperate and coordinate, in a professional manner, with the Lake Ranger and Interlachen Lake Patrol to enforce said rules and regulations.
7. Understand that Metro reserves the right allowing 'special events" to occur on the waters of Blue Lake which may result in a reduction in the generally expected boat concession business for a given day(s). Whenever such impacts are anticipated, Metro will strive to negotiate some level of reimbursement, by the sponsor(s) of such events, to the Contractor. Otherwise, Metro will give the Contractor a two-week notice and the option of closing for the event.

B. Facilities and Equipment:

1. The Contractor will provide all additional equipment necessary to efficiently and safely operate the concession and any other support services, including but not limited to: cash register; bull horn; maintenance/repair tools; (3) throw bag (1 per patrol boat; 1 at office); (3) first aid kits and space blankets (1 per patrol boat; 1 at office); (3) fire extinguisher--inspected/serviced annually--(1 per patrol boat, 1 at office); (2) pair of binoculars (1 for patrol boat; 1 in office); and (2) two-way radios compatible with parks staff (1 for patrol boat; 1 at office). Said radios will be used for enforcement and emergencies, only, especially when park staff assistance is warranted. Regional Park Supervisor or his designee will instruct concession personnel on proper radio procedures. Upon termination of

concession contract, Contractor will remove appropriate crystal and keep radios or give consideration to Metro to purchase units.

2. Contractor shall furnish all janitorial supplies and equipment necessary to keep concession area and facility in a safe and attractive condition.
3. Contractor is granted exclusive use of the boat concession buildings, docks and shoreline, all of which remain the property of Metro. Traditionally this facility is shut down/winterized November through March. If the potential Contractor wishes to utilize this off-season, then they should propose a monthly fee to be assessed to cover utility costs and risk of freezing.
4. The Contractor will display all sale items and signage within the facility in a neat and orderly fashion and subject to Metro approval. Emphasis will be placed on keeping the counters and windows clean and free of clutter.

C. Employees:

1. Contractor shall hire sufficient personnel to staff the concession complex and safety equipment (i.e., at least one patrol boat operating at all times, one employee to collect fees and one employee to assist patrons). Personnel shall be knowledgeable in state and local rules and park regulations. Metro will provide a staff-orientation session and/or handouts upon request.
2. Contractor shall designate one person who shall be qualified by virtue of previous training and experience, and approved by the Regional Park Supervisor to be responsible for concession operations and notify park personnel of any emergencies.
3. **At least one employee shall be available during concession business hours who is trained and certified in lifesaving, first aid, and CPR techniques and boating safety.**
4. Concession employees shall, at all times, be polite and courteous to park patrons and park employees. Boat Concession staff must be neat and clean in appearance at all times. **To enhance public relations and professional appearance, Contractor will select/provide uniform shirts consistent in style, color and fabric (NO "TANK TOPS")**. Employees shall not disturb or offend customers or interfere with events in progress, or use improper language or act in a loud or boisterous manner. Contractor shall, upon request of the Park Director, appropriately discipline any employee when deemed necessary.

5. Contractor shall hire and compensate all persons employed by Contractor, and shall assume total responsibility for negotiations with, and requirements of labor organizations relative to concession operations.
6. Contractor shall maintain Worker's Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.. Attach a completed certificate showing current Workers' Compensation insurance, or copy thereof, to this Agreement, mark that document as Exhibit "B", and incorporate it in your proposal.

D. Security and Safekeeping:

1. The safekeeping of Contractor property shall be solely at Contractor's risk and expense. Contractor assumes full liability of loss by any cause for all Contractor property and waives any claims or potential claims against Metro, its Councilors, departments, employees and agents.
2. All Contractor employees shall have and at all times display proper identification, and shall not condone, encourage or engage in any practice or behavior which compromises the safety and security of Blue Lake Park, the boat concession activities or Metro's desire to provide a safe and healthy recreational environment. All employees will have proper identification.
3. Two motorized patrol boats with trained personnel shall be maintained and available during hours of concession operation to assure compliance with boating safety rules, and for the safety and rescue of concession boats and users. **(One boat will be actively patrolling at all times.)** No one except boat concession employees shall operate patrol boats. Relatives and friends of said employees are not to be taken on "joy-rides."
4. When 40 or more watercraft are rented, concession employees will place the "red" flag at the southwest corner dock railing (said flag requires resident powerboats to operate at 5 mph or less . . . "NO WAKE." Otherwise, the "green" flag will be flown. However, the Regional Park Supervisor or his designee, (i.e., Lake Ranger or Park Ranger), reserves the right to place or request placement of the red flag for any reason deemed necessary to ensure the safety of patrons.
5. **All** Metro buildings are "smoke free"; therefore, **all** smoking will occur outside and "butts" will be properly disposed of in outside receptacles.
6. Contractor acknowledges full and complete responsibility for liability arising out of the performance of this Agreement and shall hold Metro, its Councilors, departments, employees and agents harmless from and indemnify same for any

and all liability, settlements, losses, costs and expenses in connection with any actions, suits or claims resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

E. Licenses and Code Compliance:

Contractor shall obtain and maintain all required licenses for operation of a food and alcohol concession service facility as described herein. Contractor shall comply and take full responsibility for all codes, laws and ordinances pertaining to the operation of the food and alcohol concession including but not limited to:

1. Contractor shall be knowledgeable of and enforce all aspects of Title 10 Ordinances (See Attachment B).
2. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning worker's compensation and minimum wage requirements.
3. Contractor shall adhere to all applicable laws, regulations, and policies relating to equal employment opportunity, non-discrimination in services, and affirmative action, including all regulations implementing Executive Order No. 11246 of -the President of the United States, Section 402 to the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. Metro shall maintain copies of said laws and regulations on file with its duly appointed Affirmative Action Office.

F. Insurance:

The Contractor shall purchase and maintain at their expense the following types of insurance covering the Contractor, their employees and agents;

1. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises operations and product liability.

Metro, its Councilors, departments, employees,-and agents shall be named as an additional insured. Notice of material change or cancellation shall be provided to Metro thirty (30) days prior to the change. In addition, a copy of the policy must be provided to the Parks Department. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

2. Automobile bodily injury and property damage liability insurance in the minimum amount of \$500,000. Evidence of such insurance shall be provided to the Metro Regional Parks and Greenspaces Department.

3. Contractor shall comply with the Oregon Workers' Compensation law (ORS 656.017) for all subject employees. Evidence of such insurance shall be provided to the Metro Regional Parks and Greenspaces Department.
4. Contractor shall carry an 'all risk" property insurance on Contractor's property and hereby waives all rights of subrogation against Metro for any loss of Contractor's property, however caused. Metro hereby waives its subrogation rights against the Contractor except for claims under \$100,000 caused by the negligence of Contractor and/or users.

G. Records, Reports, and Payments to Metro:

1. Contractor shall pay Metro a to-be-determined percentage of monthly gross receipts, from rental of watercraft and equipment. Potential Contractor must propose and specify the percentage return to Metro. Currently, Metro has collected a minimum of 15% of gross revenues for an average of \$8,779.00 per season, since 1990.
2. Potential Contractor shall propose any additional goods and services to be provided through concession franchise, and the percent of gross receipts accruing to Metro. Such goods and services, their sales price and display are subject to Metro approval.

NOTE: Metro imposes a 7.5% excise tax on all gross product sales, rental fees and service charges. Proposer should take this into consideration in lieu of this requirement.

For purposes of application of vendor and Metro percentages, gross receipts is defined as gross sales less Metro excise tax.

3. Contractor shall keep complete and accurate records of all business transactions. Monthly reports and payments must be submit to the Regional Park Supervisor, or designee, by the tenth (10th) of each month for the preceding month's operations.

The specific type(s) of reports will be determined during actual contract negotiations.

If payment is later than the designated 10 days, a 1-1/2% monthly interest rate will be charged for late payment.

Payments are to be made payable to "Metro Regional Parks," and submitted to Metro Regional Parks and Greenspaces, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736.

4. Metro shall have access to such books, documents, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. At the discretion of Metro, an audit of Contractor's records may be performed.
5. Contractor shall supply to Metro annual certified financial statements of concession profits and losses, and a copy of Contractor's federal income tax filing covering income as a result of the boat concession contract.

H. Telephone:

Contractor shall supply telephone service to the concession building, at no Metro expense. (A phone is available in the building, however, the Contractor needs to arrange and pay for all services.)

I. Promotions:

Contractor will actively market and promote concession services, with prior Metro approval, and at no cost to Metro. However, Metro will enclose Contractor's marketing information, (about their available services), within our group picnic information packets sent to all large groups and companies reserving space at Blue Lake Park. Contractor's information--supplied by Contractor--will be limited to one (1) double-sided 8-1/2" x 11" sheet, triple folded, to fit in Metro's standard business envelope. Anything more will require Contractor to share the cost of postage.

J. Performance and Payment Bond:

For the faithful and punctual performance of the contract, including the payment of money to Metro, Contractor shall furnish to Metro a Performance and Payment Bond when the contract is signed in the penal sum of Five Thousand and no/100 Dollars (\$5,000.00), to be approved by Metro. The Performance and Payment Bond condition that Contractor faithfully, punctually and truly observe the terms, provisions, conditions, stipulations, and requirements of the contract incorporating these specifications in all respects, and shall faithfully observe all laws, ordinances, regulations, and orders of the State of Oregon and Metro and the agencies and bureaus thereof directly governing or applicable to Contractor's performance under said contract, and shall make payment promptly as due all persons supplying to Contractor equipment, supplies, labor, or materials for the concession operations under said contract. Such Performance and Payment Bond shall also provide that no change in the terms or provisions of said contract, without notice to the surety, shall impair the obligation of the bond; and that this obligation shall continue to bind the said Contractor as principal and the surety notwithstanding waiver- by Metro of a breach or successive breaches of said contract by Contractor. Said Performance and Payment Bond shall further provide that no termination or cancellation of said Performance and Payment Bond shall relieve the surety from

his or its obligation for the performance by Contractor as principal of any and/or all provisions of said contract as to concession operations by Contractor prior to the termination or cancellation.

METRO RESPONSIBILITIES

A. Operations:

1. Metro shall grant to Contractor the exclusive boat concession franchise at Blue Lake Park for the terms outlined in this contract.
2. Metro will provide: a fenced lakeshore area and boat docking facilities for the storage of concession watercraft, and an alarmed concession building at the lakeshore site from which Contractor shall conduct watercraft rentals, related activities and equipment storage.
3. Metro shall establish consistent months, days, and hours of Park operations.
4. Metro shall review and approve if satisfactory: months, days and hours of concession operation, the nature and price of goods and services available through Contractor, and personnel training and safety qualifications.
5. No Metro employees, except the Regional Park Supervisor, Operations and Maintenance Manager, and Park Rangers are allowed in the concession building. All Metro employees are expected to pay for personal/recreational use of rental services. Metro employee pay for such services at the time requested, versus establishing any kind of "tab."

B. Maintenance:

1. Metro shall perform routine maintenance of concession building and shall be limited to the building exterior, and plumbing and electrical facilities as provided. Repairs to facilities necessitated by Contractor neglect shall be the responsibility of the Contractor.
2. Metro shall provide electrical power, water and sewer services to the concession building at no cost to the Contractor, and provide lighting of the concession area.
3. Metro shall provide garbage pickup. All trash must be placed in pre-designated service areas for removal by Metro. (Any polystyrene foam products must be recycled and delivered by the Contractor to an appropriate recycling business; corrugated cardboard boxes will be flattened and placed in pre-designated service areas for removal by Metro.)

C. Promotions:

Metro shall review and approve all promotional strategies prior to implementation. Such approval shall not be unreasonably withheld.

CONTRACT TERM AND OPERATING SCHEDULE

- A. Contract starting date is May 1, 2000, and shall extend through April 30, 2001. Contract may be renewed annually with a maximum of four (4) renewals upon mutual written consent of Metro and Contractor.
- B. Contract may be terminated either by Metro or Contractor upon thirty (30) days written notice by either party. However, contract may also be terminated at anytime upon 24 hours notice for material breach of any of Contractor's obligations under this Agreement. (This immediate termination may be limited to certain breaches, e.g., dishonesty, failure to protect Metro property, failure to account for absence over a stated time.) Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or Metro which accrued prior to such termination.
- C. Metro certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract through June 30, 2000.
- D. As this contract crosses Metro's fiscal year at July 1, 2000, funding after June 30, 1995 is dependent upon future funds being approved by Metro Council. If such Approval is not forthcoming, Metro will provide 30 calendar days written notice to terminate this Agreement.
- E. Concessionaire shall operate a minimum of five (5) months per year from May through September. Concessionaire shall not operate more than six (6) months per year, from May through October, without prior written approval of Metro, (refer also to Page 6, Section B-3).

During June, July, and August through Labor Day--open daily.

April, May, and September after Labor Day--open weekends and holidays.

Contractor shall be required to conspicuously post: product prices, hours and days of operation, (that are consistent with Park operating hours) with Contractor name and phone number included. All signage must be approved by Metro.

Recommended hours are from 11:00 a.m. to a minimum of 7:00 p.m. The boat concession building will open for a minimum of three (3) hours, (e.g., 11:00 a.m. 2:00 p.m.), daily. Deliveries must be scheduled during regular park operating hours and when the Contractor's staff is on-site to receive.

RELATIONSHIP OF CONTRACTOR TO METRO

Contractor's relationship to Metro shall be that of an independent contractor for all purposes and shall be entitled to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified.

Metro is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with the operations or activities of Contractor under this Contract, and Metro shall have no obligation with respect to Contractor's debts or other liabilities.

All premises and facilities and equipment to which the Contractor is granted exclusive, temporary, or rental use will at all times remain the property of Metro.

A. Subcontracts or Assignment:

There are no subcontractors involved 'm this service. If there were, these businesses would be subcontractors of Contractor and will not be employees of Metro, and Metro shall have no responsibility for payment of any fees to the subcontractors. Except as above set forth, Contractor shall neither subcontract with others for any of the work prescribed herein, nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from Metro; Metro by this Agreement incurs no liability to third persons for payment of any compensation provided herein to Contractor.

BANKRUPTCY/INSOLVENCY

It is understood and agreed by the Contractor and Metro that, in the event that Contractor shall be adjudged as bankrupt, either voluntarily or involuntarily, this Agreement, at the option of Metro, shall at once cease and terminate. Furthermore, if Contractor shall become insolvent or fail in business, or make any assignment for the benefit of creditors, Metro may, at its option, terminate this Agreement. In no event is this Agreement to be treated as an asset in any insolvent or bankrupt estate.

FORMAT FOR PROPOSALS

In submitting proposals, proposers are to be aware that Metro considers proposal content and completeness to be most important. Clean and effective presentations are preferred, with extraneous materials strongly discouraged. Proposals should be submitted in 8-1/2" x 11" format and covers must clearly contain the RFP title and bidder's name.

Proposals shall be prepared using the following format in order to facilitate evaluation:

- Part 1: Letter of Transmittal
- Part 2: Contractor Services and Administration
- Part 3: Personnel
- Part 4: Experience
- Part 5: Financial Proposal and Marketing Plan
- Part 6: Appendices

Each part must be clearly labeled for easy reference.

Part 1: Letter of Transmittal

Shall state proposers name, address, phone number, contact person, date of proposal, and a general confirmational statement of submittal to Metro Regional Parks and Greenspaces.

Part 2: Contractor Services and Administration

- A. List the types of watercraft to be provided including: rental prices, number, size, passengers, manufacturer, and age. Necessary equipment and safety gear must also be specified, including patrol boats and personal flotation devices. If certain watercraft require user capabilities or special instructions, the manner of determining the existence or provision of these skills must be specified.

Proposer must further specify any classes or instruction to be provided with proposed dates, fees, class sizes, and qualifications to provide instruction.

- B. Propose any additional services to be provided, or goods for sale through the Blue Lake Boat Concession. List prices, sizes/packaging, etc.

This section must list the full range of services that Contractor will provide in managing the boat concession contract.

This section must specify the means of accomplishing the services to be provided and organizational approach to operating and overseeing the boat concession. Please explain your plans for scheduling and staffing along with any operational techniques for minimizing long lines.

Other areas include the availability of Contractor to receive calls of interest from the public_ Also specify the nature of Contractor's business and employee supervision, accounting, record keeping and cash management techniques. Proposers should demonstrate a clear understanding of Metro's objectives in managing a successful and professional operation and provide a sample of your audit control.

Part 3: Personnel

Key personnel must be identified in this section with a brief description of their qualifications. Include a list of references for each person with contact persons and telephone numbers. Specify any services to be subcontracted and the name of the subcontractor(s). Staffing levels must be defined and a statement included that personnel will be certified in necessary skills and training and approved by Metro.

Part 4: Experience

Relevant experience and training in operating a recreational watercraft rental concession or similar business must be completely and concisely described by the proposer. Particular emphasis must be placed on recent experience as it relates to this industry. The proposer should have had at least two (2) years prior experience in operating concessions of similar operations.

The information provided must demonstrate that the proposer has the appropriate knowledge and background to successfully operate a recreational watercraft rental operation. Names, addresses, and telephone numbers of at least three (3) agencies and individuals who are familiar with your operations must be provided as references. (We are also requesting references from two financial institutions with the above noted information.)

Any innovations utilized by the proposer in similar operations and applicable to Blue Lake Park should be described.

Part 5: Financial Bid and Marketing Plan

Proposer must show itemized forecasts of costs and income resulting from boat concession in a table format. Include fee schedule, staff levels, and personnel costs, utilities, materials, and total gross receipts from basic services and sale of other services and merchandise. **Please note: This estimate will not be binding.**

Bidder must specify the proposed rate of return to Metro from: a) gross receipts from rental of watercraft and equipment at 15% minimum, including excise tax, and b) sale of additional goods and services proposed at a 10% minimum.

List also start up costs, working capital reserved for unanticipated needs, and other cash available. If a loan is necessary, list the source, amount, and include a statement regarding applicant's ability to obtain liability insurance.

In this part, Metro is seeking assurance that proposer has the financial capacity to operate a boat concession on a profitable basis. Proposer may comment on the applicability-of the fee structure proposed in this RFP.

Proposer will include a draft marketing plan which includes strategies on boat concession promotions and advertising for the first year of operations. (These expenses would be paid for and implemented by the Contractor.

Part 6: Appendices

Information considered by proposers to be pertinent to this position which was not specifically solicited in Parts I through 6, may be placed in an appendix. (Please keep this material to a minimum.)

GENERAL CONDITIONS

Limitation and Award. This RFP does not commit Metro to award a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this Request for Proposal or to cancel this entire Request for Proposal.

As described later under Contractor Selection, Metro will identify a limited number of proposers who will be requested to provide an oral presentation of their proposal.

Validity Period and Authority. The proposal shall be considered valid for a period of at least 120 days, and contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of the individual(s) with authority to bind the company who may be contacted during the period of evaluating the proposal.

Equal Employment Opportunity. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR SELECTION

Proposals received that conform to the proposal instructions described in this RFP will be evaluated by a Selection Committee appointed by the Regional Parks and Greenspaces Director. The Selection Committee will include representatives of Regional Parks and Greenspaces Department and a Metro representative outside of the department.

Part 1: General Compliance with RFP - **10 Points**

- Format
- Content

Part 2: Contractor Services and Administration - **25 Points**

- Comprehensiveness of services to be provided.
- Equipment capabilities.
- Rental prices.
- Additional goods and services proposed/innovations to watercraft franchise.
- Business organization and management techniques.
- Supervisory skills and techniques.
- Scheduling and staffing.
- Accounting and cash management systems.
- Understanding Metro objectives in selecting a boat concession Contractor.

Part 3: Personnel - **20 Points**

- Level of qualified staffing.
- Reference check.

Part 4: Experience - **25 Points**

- Previous experience in recreation and watercraft industry.
- Relevant experience in sales/business operations and working with clients,
- Training and skills related to concession operation and other services to be provided.
- Knowledge acquired that would be useful in administering and promoting Blue Lake boat concession services.
- Reference check.

Part 5: Financial Bid and Marketing Plan - **20 Points**

- Percentage level of gross income specified.
- Potential Metro profitability based on a draft year-long promotional plan.

TOTAL - 100 Points

Interviews: In addition to the written proposal, the top ranked proposers will be evaluated on their performance in an oral interview conducted by the Selection Committee. Each interview will consist of a presentation (about 1/2 hour) by the candidate, followed by an extensive question and answer period.

Metro reserves the right to select a Contractor based upon evaluation of written proposals only

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

_____ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

_____ that I am authorized to act in behalf of _____

_____ ; that I have authority and knowledge regarding the payment of taxes, and that _____ is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Signature: _____

Date: _____

Printed Name: _____

Title: _____

NOTICE TO ALL PROPOSERS

The Personal Services Agreement included herein is a Standard agreement approved for use by Metro's General Counsel. As such, it is included for your specific consideration and review during the course of this competitive process.

Any changes in the adopted language must be requested and resolved as part of this process or as a condition attached to the proposal.

Consider the language carefully!

Metro reserves the right to:

Selectively declare any conditioned proposal non-responsive and reject it without further consideration;

Reject any, or all, subsequent requests for modification;

Interpret insistence upon a contract modification as a refusal to honor the original proposal and re-institute the evaluation process.

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and _____ referred to herein as "Contractor," located at _____

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$ _____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this

Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By _____	By _____
Title _____	Title _____
Date _____	Date _____

REGIONAL PARKS AND GREENSPACES STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 00-2884 AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS AND AUTHORIZING A MULTI-YEAR CONTRACT WITH THE MOST ADVANTAGEOUS PROPOSER FOR MANAGEMENT OF THE BOAT CONCESSION AT BLUE LAKE PARK.

Date: February 3, 2000

Presented by : Charles Ciecko
Dan Kromer

FACTUAL BACKGROUND AND ANALYSIS

The Boat Concession facility at Blue Lake Regional Park has been in operation, in various forms, since the 1960's. In 1995, Metro entered into a contract with River Trails, Inc. to manage the Boat Concession facility. Responsibilities include marketing the Boat Concession facility itself, as well as promoting other services to large groups and company picnics, and provide high quality, non-motorized or electric powered rental watercraft to Blue Lake Park's visitors. These responsibilities have generated an average annual revenue, to Metro, of \$8,874.00 for the past five (5) years. However, potential for increased revenues may exist via increased marketing and additional services.

The current contract expires on April 30, 2000. It is highly desirable to issue the RFP and have a new vendor under contract, so as not to delay opening the facility for the coming season. The contract would be multi-year (2000-2004) and renewable on an annual basis.

EXISTING LAW

Metro Code requires Council approval before the issuance of a Request For Proposals (RFP) and the execution of a contract with a duration of more than one year.

BUDGET IMPACT

This operation is strictly revenue generating. The percentage of funds paid to Metro from the Boat Concession Contractor, are appropriated to Blue Lake Park's budget as "program/resource revenue". 7.5% excise tax is generated off of this contract.

The five (5) year average shows annual revenue to Blue Lake Park at \$8,874.00, of which \$4,437.00 is from excise tax.

EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 00-2884