

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING)
THE RELEASE OF REQUEST FOR)
PROPOSALS FOR FEASIBILITY AND)
MARKET STUDY FOR RV PARKS AT)
BLUE LAKE PARK AND THE PORTLAND)
EXPO CENTER AND AUTHORIZING A)
CONTRACT WITH THE SELECTED)
CONSULTANT)

RESOLUTION NO. 94-2002

Introduced by
Rena Cusma
Executive Officer

WHEREAS, Beginning in 1986, Multnomah County has explored the possibility of developing RV facilities at both Blue Lake Park and the Portland Expo Center; and

WHEREAS, Several studies have been undertaken, all preliminary in nature and complicated by the inclusion of other potential development schemes; and

WHEREAS, Metro staff desire to determine finally the potential for developing the RV facilities and have prepared the attached Request for Proposals for a definitive feasibility and market study; now, therefore;

BE IT RESOLVED, That the Contract Review Board authorizes the release of the Request for Proposals (Attachment A) for a final feasibility and market study for proposed RV facilities at Blue Lake Park and the Portland Expo Center and authorizes the Executive Officer to execute a contract in the form substantially similar to that included in Attachment A with the selected consultant.

ADOPTED by the Metro Contract Review Board this 14th day of July, 1994.


Judy Wyers
Presiding Officer

METRO

Request for Proposals

**FEASIBILITY AND MARKET STUDY
for**

**RV FACILITIES
at**

BLUE LAKE PARK AND THE PORTLAND EXPO CENTER

**Proposals due:
Project manager:**

**5:00 pm, August 5, 1994
Berit Stevenson - (503) 797-1722**

METRO

Request for Proposals

Metro hereby solicits written proposals for a market and feasibility study for proposed RV Parks at Blue Lake and the Portland Expo Center.

PROPOSAL INFORMATION

Proposals are due no later than 5:00 P.M. PDT, August 5, 1994, at the Metro General Services Department, 600 NE Grand Avenue, Portland, OR 97232-2736, Attention: Berit Stevenson. No faxed materials will be accepted. Postmarks are not considered proof of delivery.

All proposals must be clearly marked "Proposal - Feasibility and Market Study for RV Parks," and contain all information outlined herein.

QUALIFICATIONS

Proposers shall have a combination of documented technical expertise, professional experience on similar projects, and verifiable references from previous projects.

PROJECT BACKGROUND

Beginning in 1986, Multnomah County staff began to explore the possibility of developing Recreational Vehicle (RV) facilities at both the Portland Expo Center and Blue Lake Park. Preliminary design work suggested 175 RV sites for Blue Lake and 115 RV sites for Expo. (More acreage may currently be available at the Expo site, thereby allowing an increase in RV sites at Expo.) It is anticipated that all RV sites would have full hook-up capabilities and that, at a minimum, laundry, shower and restroom and convenience store facilities would be included along with a park manager's office.

Several studies have been undertaken. In May 1986, Walsh and Associates prepared an Exposition Site Recreation Vehicle Park Feasibility Study which reviewed the site, discussed development constraints, presented a site layout and preliminary operating pro forma. No market analysis was undertaken in the Walsh study. In December 1988, Touche Ross prepared a Blue Lake Park and Expo Center Preliminary Feasibility Study which reviewed the proposed RV parks at both Blue Lake and Expo along with other development possibilities at Blue Lake. The Touche Ross study included an RV park market assessment and financial estimates on revenues, development costs and operating costs. The study was preliminary in nature and was intended "to determine whether a full-scale feasibility analysis of the proposed plan ... is warranted" .

In 1992, Multnomah County prepared the Portland Exposition Center Facilities Plan which identified the RV Park as an alternative income generating component of Expo. Most recently, Economics Research Associates (ERA) prepared an Interim Presentation - Demand Factors for Candidate Land Uses of Facility Improvements Program at Portland Expo Center in August 1993. This report studied several development scenarios in addition to the RV park and discussed site and location factors, current user needs and demand levels, competitive factors and market support factors in a preliminary nature. Since this study was commenced, Metro and Multnomah County entered into an agreement to transfer the County Parks and Expo facilities to Metro. Metro has determined not to continue the existing contract. Copies of the above described reports are included in the appendix herein.

Metro desires to have a consultant or a team of consultants collect all past work described above, review, update and validate such work and to conduct original research only to the extent necessary to prepare an original comprehensive feasibility and market study of the proposed RV parks. This feasibility and market study will be utilized to determine whether the projects proceed, the ideal concept design and the appropriate preliminary construction budgets of the projects. See Scope of Work below for details of the required tasks.

SCOPE OF WORK

The Proposer selected to perform the market and feasibility study of the RV Parks proposed for the Portland Expo Center and Blue Lake Park sites will be required to perform the following tasks:

1. Review, Update and Validate Past Work
Consultant will review, update and validate such past work and determine what additional original research is necessary to prepare a final feasibility and market study. Consultant will conduct such original research.
2. Market Analysis
Consultant will provide sufficient market information to determine demand for the proposed RV Parks. Analysis should, at a minimum, include:
 - o analysis of the demand in the Portland-Vancouver metro area
 - o demographic description of the market
 - o site and location factors
 - o future trends
 - o competitive factors, including pricing information

3. Design Criteria
Consultant shall provide information, recommendations and concept design to include facility layouts, description and location of key features, specific infrastructure requirements, local access requirements and other prominent design features. Consultant shall provide information on optimum sizing of the proposed facilities. Metro will provide site maps of each project location in addition to the previously prepared site designs which have been included in past studies.
4. Cost Estimate
Consultant shall provide a detailed cost estimate of the proposed facilities. The cost estimate shall utilize unit costs as appropriate. The estimate should, at a minimum, include capital construction costs and direct project management costs (architectural/engineering design, permits, fees and licenses, utility hook-up, special inspection, etc.). Provide this estimate both separated by site and in a combined format.
5. Operating Budget Estimate
Consultant shall provide an analysis of the proposed operating budget for the facilities. Assume that the facilities will be (1) operated by Metro; (2) operated by an independent contractor under a concession agreement. Provide this estimate both separated by site and in a combined format.
6. Pro Forma
Consultant shall provide an initial pro forma for each site based upon the recommended design characteristics of the facilities and associated capital cost and operating costs estimates. Metro will provide assumptions regarding project financing methods. Provide the pro forma both separated by site and in a combined format.
7. Consultant's Report
Consultant shall provide a report (eight bound copies) showing the information prepared in the above tasks. This report should be formatted for inclusion in a disclosure statement for the sale of bonds. Provide this report on a computer disk compatible with Metro's system which is Microsoft Word for Windows.

PROCESS

Metro shall review all responses and request additional information and/or interview respondents as necessary to make a decision. Contract negotiations may be pursued with the highest-rated proposer(s) as deemed necessary for an equitable decision and compliance with the inherent project schedule.

EVALUATION CRITERIA

Each submittal will be evaluated in accordance with the following criteria:

| | <u>Points</u> |
|---|---------------|
| 1. Experience providing similar consulting services; | 40 |
| 2. Experience, training and qualification of personnel; | 20 |
| 3. Favorable, appropriate and specific references; | 20 |
| 4. Cost of services | <u>20</u> |
| TOTAL | 100 |

PROPOSAL FORMAT AND CONTENT

The format required for the proposal is as follows:

1. Introductory Letter

Identify the lead contact person authorized to represent the Proposer in any negotiations and the person(s) authorized to sign any contract which may result. A statement should be provided asserting that the proposal will remain in effect for ninety (90) days after receipt by Metro.

2. Background and Qualifications

Provide the name of firm(s), year established, type of service, and size of staff. Indicate the location of a local project office, other non-local offices, and sub consultant offices, and the percentage of project work, by task, that will be completed within each project office. Indicate if the firm(s) is/are a State of Oregon certified Disadvantaged Business Enterprise (DBE) or Woman-Owned Business (WBE).

Provide the general qualifications and experience of the firm(s). Provide a summary of the firm's background and involvement in similar and other ongoing projects. Provide copies of studies or reports of at least two past projects which would be relevant to this project.

Provide at least three references per firm. Where appropriate, references should relate to projects in which bonds were issued based on prior work.

3. Proposed Project Approach to the Scope of Work

Provide a description of the proposed methodology for carrying out the work tasks described in this RFP.

Include suggested revisions to the Scope of Work, associated impact on project budget and completion time frames and rationale for suggestion(s).

4. Project Staffing Summary

Identify the principal persons to be assigned to each major component of the Scope of Work for both the prime and any sub consultant(s).

Describe the specific role and responsibilities proposed for each individual to be involved in this project and an estimate of the time commitment for the individual. Particular attention should be addressed to describe the role of the consultant's project manager in quality control, communication and decision-making.

Provide examples of each member's past work and professional expertise in the areas to which they will be assigned.

The primary consultant must assume responsibility for any sub consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

5. Budget Summary

Delineate personnel by level (i.e., Principal, Professional and Administrative), and establish the hourly rate and person-days assumed by task and cost.

Delineation of materials and other direct costs.

Administrative support, overhead and profit.

The maximum budget available for this contract is \$55,000. The Proposer is encouraged to recommend alternative task and compensation increments for Metro's review and consideration.

PROJECT SCHEDULE

Proposals Due
Evaluations Complete
Contract Execution
Project Commenced
Project Completed

August 5
August 19
August 26
September 1
October 31

INFORMATION AND QUESTIONS

This solicitation represents the most definitive statement Metro will make concerning this project. Any verbal information which is not specifically contained herein shall not be considered in evaluating the proposals received. Therefore, in order for any information to be binding upon Metro, it must be solicited and issued in writing as part of this competitive process.

Metro's Project Manager shall be the sole judge and decision-maker on all inquires. As such, she will determine if an all-inclusive written response to the questioner and all potential proposers is warranted.

RFP COSTS

This RFP does not commit Metro to the award of a contract or to pay any costs incurred in the preparation and submission of RFPs.

Metro reserved the right to accept or reject any or all proposals received as well as negotiate with any or all respondents.

Metro intends to award a contract to the proposer it deems most qualified and capable of performing market and feasibility consulting services which specifically meet Metro's needs.

REFERENCES

Through submission of a proposal, all respondents specifically agree to and release Metro to solicit, secure and confirm all background information provided. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

NON-COLLUSION

All proposals must certify that no officer, agent, or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same solicitation of proposals, the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

PERSONAL SERVICES AGREEMENT

The personal service contract attached represents a standard format approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised in this RFP process. All participants are therefore required to cite and define any/all proposed changes, additions, deletions or modifications as a condition to acceptance of their RFP. Failure to respond shall be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

Project _____
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 N.E. 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 maximum a 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 INSUREDS. 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.

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 ___ 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: _____ |

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NUMBER 94-2002 WHICH AUTHORIZES THE RELEASE OF A REQUEST FOR PROPOSALS FOR A FEASIBILITY AND MARKET STUDY FOR RV FACILITIES AT BLUE LAKE PARK AND THE PORTLAND EXPO CENTER

Date: June 28, 1994

Presented by: Berit Stevenson

FACTUAL BACKGROUND AND ANALYSIS

Beginning in 1986, Multnomah County staff began exploring the possibility of developing overnight Recreational Vehicle (RV) facilities at both the Portland Expo Center and Blue Lake Park. Available parcels of undeveloped land were identified at both sites and preliminary planning commenced for 176 units at Blue Lake and 115 units at Expo. Due to lack of resources and staff, the planning effort to date has been both minimal and discontinuous. Over the nine year period, four separate studies have been undertaken which relate to the RV parks. The studies have all been preliminary in nature and would require updating to be meaningful. In many cases the studies did not focus on the feasibility of the RV parks but were complicated due to inclusion of other potential development projects.

In January 1994, Multnomah County entered into a Intergovernmental Agreement with Metro which provides for transfer of operational responsibility to Metro of the County's parks facilities, including the Expo Center. In conjunction with this transfer, MERC and Parks staff have determined to pursue the planning process for the RV facilities. General Services Division staff have prepared a Request for Proposals (Attachment A) for a final feasibility and market study of the RV facilities. The study would also address preliminary design work and provide preliminary budget information. A requirement of the RFP is that the study be employable in a disclosure statement in the event bonds are determined to be the preferred financing method.

BUDGET IMPACT

A maximum contract amount of \$55,000 has been identified in the RFP. Parks and Greenspaces Department has listed this contract (along with 1 to 2 separate but related contracts) in their FY 94-95 contracts list in the amount of \$89,521. A grant application is being prepared which, if successful, would contribute \$25,000 to \$35,000 towards this contract from the Oregon Parks and Recreation Department's County Opportunity Grant Program.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-2002.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-2002, AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSALS FOR FEASIBILITY AND MARKET STUDY FOR RV PARKS AT BLUE LAKE PARK AND THE PORTLAND EXPO CENTER AND AUTHORIZING A CONTRACT WITH THE SELECTED CONSULTANT

Date: July 7, 1994

Presented by: Councilor Moore

COMMITTEE RECOMMENDATION: At its July 6, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Council adoption of Resolution No. 94-2002. Voting in favor were Councilors Hansen, Gates, McFarland, and Moore. Councilor Washington was absent.

COMMITTEE DISCUSSION/ISSUES: Principal Management Analyst Berit Stevenson presented the staff report. She said there will probably be three or four smaller contracts issued for study of environmental issues at the Blue Lake Park and Expo sites before RV park construction could actually take place. She also said that MERC will pay for half the \$55,000 cost of this study, in order to preserve its potential interest in the Expo Center RV park. Ms. Stevenson discussed the possibility of receiving grant funds from the State, which would pay part of the costs of the studies.

Councilor Moore asked if Expo would operate the Blue Lake Park RV site if it ran the Expo RV park. Ms. Stevenson said that issue has not been decided yet. Councilor Moore asked where MERC's 50% support was coming from. Ms. Stevenson said she would find out how the funding breaks out, and report on that to the Council prior to its consideration of this resolution.