

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-2046A
ISSUANCE OF A REQUEST FOR PROPOSALS)
AND AUTHORIZING THE EXECUTIVE) Introduced by Rena Cusma,
OFFICER TO ENTER INTO A MULTI-YEAR) Executive Officer
CONTRACT WITH THE MOST QUALIFIED)
PROPOSER TO MANAGE THE LAKE HOUSE)
AT BLUE LAKE REGIONAL PARK)

WHEREAS, on December 9, 1994, by Resolution No. 93-1877, the Metro Council approved an intergovernmental agreement with Multnomah County transferring management of regional parks, natural areas, golf courses, cemeteries, trade and spectator facilities to Metro; and

WHEREAS, the Lake House at Blue Lake Regional Park is one of the facilities for which management responsibility was transferred to Metro; and

WHEREAS, the Lake House is an outstanding venue for special events leasing including wedding receptions, small conferences, business seminars and similar events that generate revenue to support Regional Parks and Greenspaces programs and operations; and

WHEREAS, it was the practice of Multnomah County to enter into multi-year contracts with the most qualified vendor to market the Lake House, book reservations and manage events; and

WHEREAS, the contract with the current vendor terminates on November 15, 1994; and

WHEREAS, funds have been appropriated in the Adopted FY 1994-95 Budget to contract with a private vendor to manage the Lake House consistent with historic practices; now, therefore,

BE IT RESOLVED, that the Metro Council, acting as the Metro Contract Review Board, approves issuance of the Request for Proposals (RFP # 94R -29-PK), attached as Exhibit A to this resolution, and authorizes the Executive Officer to enter into a multi-year contract with the most qualified proposer.

ADOPTED by the Metro Council this 13th day of October, 1994.

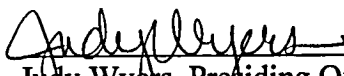

Judy Wyers, Presiding Officer

Exhibit A

REQUEST FOR PROPOSAL
LAKE HOUSE MANAGEMENT CONTRACTOR

By:

Metro Regional Parks and Greenspaces

October 7, 1994

Metro Regional Parks and Greenspaces is soliciting responses from qualified candidates for the position of Lake House Management Contractor.

The Lake House has been in operation since 1983 as a meeting and wedding facility. Prior to 1983 the facility had been used as a single family residence. No major improvements were made to the Lake House until 1987 when a separate entry, 70 car parking lot, courtyard, landscaping and arbor were constructed.

Metro is seeking proposals from motivated firms and/or individuals who can demonstrate a high level of experience, creativity and professionalism in marketing, managing and maintaining a meeting and wedding facility.

The primary function of the Lake House Manager will be to provide marketing, scheduling, contracting, and supervising private events held at the Lake House, and to maintain the Lake House interior in a clean and attractive condition.

Metro will specifically evaluate the potential for each candidate to aggressively market and promote the use of the facility and thereby increase annual bookings. Traditionally, bookings have been primarily spring and summer, centered on evenings and weekends. However, Metro wants to further promote mid-week, mid-day and year-round events. (See attachment "A", Information Sheet.)

NOTE: Lake House will be closed all of January and February 1995, for remodeling.

CONTRACTOR SERVICES

Specific work tasks are outlined below.

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

1. Set specific business hours for the Lake House and be consistently available by telephone to schedule and show the Lake House for events, including but not limited to weddings and rehearsals, receptions, parties, meetings, seminars and other income producing events. Business hours shall be approved by Metro.
2. Be available to show the Lake House by appointment to potential clients on weekday and weekends, depending on bookings, while consulting with and assisting clients in the use of the Lake House.
3. Supervise events, be on-site and secure the Lake House after events.
4. Maintain the Lake House's interior specifically including the kitchen, bathrooms, windows, floors, carpets and drapes in a very clean, sanitary, and attractive condition, and limited exterior maintenance including litter removal and window cleaning.

5. Contractor's services to set-up and/or take-down and cleanup, and/or catering, and event may be offered in the rental contract for an additional fee. Terms for said service will be covered under "Contract Term and Renumeration; C, 2." (Page 8)
6. Contract with clients and collect fees for use of the Lake House. (See fee schedule "Attachment A".)
7. Within sixty (60) days Contractor shall develop and implement a marketing plan for the Lake House. That plan shall be in compliance with Metro's existing methods, and include advertising, public relations, telemarketing, and collateral materials. The plan's objectives are to increase weekday and off-season usage while increasing gross receipts from target markets identified by Metro. The plan will be subject to the approval of Blue Lake Regional Park's Supervisor and Director of Metro Regional Parks and Greenspaces.
8. Deliver or mail copies of all executed Lake House rental agreements, complete with revenue received, to the Regional Parks and Greenspaces Office within forty-eight (48) hours of receipt.

B. Contractor Staff:

1. Personnel shall be sufficiently trained and knowledgeable so as to satisfactorily perform all required Lake House services. They shall maintain a clean and neat appearance, and be courteous towards the public as well as Metro staff.
2. 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. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement as Exhibit "A", and must be completed and incorporated in your proposal.

C. Security and Safekeeping:

1. The safekeeping of Contractor property shall be at the Contractor's risk and expense. Contractor assumes full liability and fire risk for all Contractor property and waives any claims against Metro, Multnomah County, its Councilors, departments, employees and agents for loss or damage to Contractor property from any cause whatsoever.
2. Contractor shall not engage in any practice or behavior which compromises Blue Lake Park and the Lake House security or Metro's public image.
3. Contractor will provide a maximum of five (5) security coded cards for use by their employees.

4. Contractor acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold Metro, Multnomah County, 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 action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

D. Licenses and Code Compliance:

Contractor shall obtain and maintain all required licenses for operation of a meeting and recreation facility as described herein. Contractor shall comply and take full responsibility for all codes, laws and ordinances pertaining to the operation of the Lake House 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.

E. 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, Multnomah County, 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 and Multnomah County 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.
5. If Contractor serves alcohol, a liquor liability policy must be purchased in the minimum amount of \$1,000,000 and Metro/Multnomah County listed as an additional insured as stated above.

F. Records and Cash Management:

1. Contractor shall keep accurate and up-to-date records of engagements that are scheduled, and engagements that have occurred at the Lake House. Contractor shall present a report on facility activities to the Parks Director on the fifth day following the end of each month. (Metro shall provide a form for this purpose.)
2. All Lake House income shall be delivered to the Regional Parks and Greenspaces Main Office within forty-eight (48) hours of receipt complete with signed Rental Agreement Forms and receipts. (All fees paid by a client will in the form of a personal check or money order only - no cash payments. Said payments are to be made payable to Metro Regional Parks.)
3. Metro shall automatically return security deposits directly to clients unless Contractor instructs Administrative Office otherwise within two working days following the event.
4. Metro shall have access direct to all Contractor books, documents, papers and records as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

METRO RESPONSIBILITIES

A. The Lake House Maintenance:

1. Metro shall provide landscaping and landscape maintenance for the Lake House grounds.

2. Metro shall budget for professional carpet cleaning twice a year and drapery cleaning once a year. (Obtaining cost estimates and scheduling shall be the responsibility of the Contractor.)
3. Metro shall provide usual and customary janitorial supplies.
4. Metro shall provide kitchen appliances, tables and chairs in a safe and operable condition (See Attachment "A").
5. Metro shall provide parking areas for clients and up to 70 guests vehicles.
6. Metro shall provide reasonable security services for the Lake House premises.
7. Metro shall keep the Lake House grounds in an attractive condition and the building safe and structurally sound.

B. Utilities:

1. Metro shall provide electric power, heat, and water and sewer services to the Lake House.
2. Metro shall provide garbage receptacles and garbage removal service.
3. Metro shall provide telephone service to the Lake House including reasonable dialing and transmission costs involving Lake House business, throughout the Portland-Vancouver metropolitan area. All other additional long-distance business calls shall be logged and paid for by the Contractor, via monthly billing from Metro.

C. Administration:

1. Metro shall provide adequate supply of rental agreements forms, information sheets, and receipts.

D. Metro Usage:

1. Metro departments (other than Parks and Greenspaces Department) may use the Lake House for weekday functions at a discounted rate. The discounted rate will apply to a maximum of two Metro functions per month. Metro's use of the Lake House shall be available at a flat fee of \$50.00 to the Departments for weekday events held Monday through Friday of any week, between the hours of 8:00 a.m. and 5:00 p.m.
2. Metro Regional Parks and Greenspaces Department may use the Lake House for weekday functions up to two times per month at no charge.

3. Metro Council will receive use of the Lake House at no cost.
4. The Contractor is responsible for coordinating the reservation of the Lake House for Metro Department functions through the use of interdepartmental rental agreement for (supplied by Metro). In the event of a double-booking the private party will prevail over a Metro function.
5. Metro Departments are responsible for their own set-up and clean-up. Metro Departments that want set-up and clean-up services, will be charged additional for such services. Contractor will be compensated for set-up and clean-up services when requested for any Metro function.
6. The Lake House fees may be waived or reduced only by prior approval of the Director of Metro Regional Parks and Greenspaces and with the concurrence of the Contractor.

E. Promotions:

Metro has set aside limited Lake House promotional funds for a yellow page listing and will provide 2,500 business cards and reproduction of Lake House brochures per year.

Metro will offer guidance on development of all final promotional and business plans. Metro shall also review and approve all promotional strategies prior to implementation. Such approval shall not be unreasonably withheld.

CONTRACT TERM AND REMUNERATION

- A. Contract starting date is November 16, 1994, and shall extend through November 15, 1995. 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.)
- C. Remuneration for fulfilling contract by Contractor currently is at a cash value equal to forty-nine percent (49%) of Lake House gross income. (NOTE: Proposers may propose an alternate financial arrangement.)

Lake House receipts shall be used to calculate Contractor income which shall be paid to Contractor by Metro as follows:

1. Rental Fee Disbursement

- a. Upon completion of the following main job responsibilities the Contractor's share will be the percentages described below:

Booking an event (1/3 of responsibilities) = .33 x .49
Supervision/Janitorial Services * (2/3 of responsibilities) = .67 x .49

The "1/3" portion will be paid within 3 weeks of receipt of rental fees; the remaining "2/3" portion will be paid within 3 weeks after the event has been supervised and routine janitorial services provided.

(* Not to be confused with event "cleaning services" described below.)

- b. Rental fee may be subject to an "excise tax." If so, the consequences regarding this portion of the contract will be addressed at the time of implementation.

2. Additional Fee Services

- a. Set-up/take-down/event cleaning services.

Contractor will make available the option of providing their services for the set-up, take-down and clean-up of an event. Revenue from such fees will also be shared with Metro (NOTE: Proposers will propose the percentage shares, for this service, within Part 5 of the RFP Proposal.) (Page 10)

- b. Catering

If Contractor has the ability to provide catering themselves, then this service option will be made known to clients. If contractor is chosen by client to provide this service, then revenues will be shared with Metro (NOTE: Proposers will propose the percentage shares, for this service, within Part 5 of the RFP Proposal.) (Page 10)

3. Contractor will also obtain their same percentage regarding cleaning fees and cancellation.

D. Metro certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract through June 30, 1995.

As this contract crosses the Metro's fiscal year at July 1, 1995, 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.

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.

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.

PROPOSAL INSTRUCTIONS

Proposals are due (postmarks not accepted) no later than 4:00 p.m. P.D.T., Monday, November 7th, at the office of Metro Regional Parks and Greenspaces, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention: Todd Jones, Regional Park Supervisor. Materials postmarked but not received prior to the deadline or any faxed material will not be considered.

One original and five copies of the proposal must be submitted to Metro.

All proposals must be clearly marked "PROPOSAL: LAKE HOUSE CONTRACTOR," and contain all information outlined herein.

PRE-BID CONFERENCE

An mandatory pre-bid conference is scheduled for Tuesday, October 25, 1994, at 10:00 a.m. at the Lake House facility, 21160 N.E. Blue Lake Road, Troutdale, Oregon. All bidders shall attend.

CLARIFICATION

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

Todd Jones
Regional Park Supervisor
Blue Lake Park
20500 N.E. Marine Drive
Troutdale, OR 97060

The deadline for submitting such questions or comments is October 24, 1994. 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.

FORMAT

In submitting proposals, proposer 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 Bid 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

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

This section must specify the means of accomplishing the services to be provided and organizational approach to operating and overseeing the Lake House.

Other areas include the availability of Contractor to receive calls of interest from the public and to schedule showings. 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.

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).

Part 4: Experience

Proposers must describe in detail, relevant past and present experiences in successfully administering a meeting and wedding facility or other business/sales-related experiences. The information provided must demonstrate that the bidder has the appropriate knowledge and background to adequately fulfill contract requirements.

Part 5: Financial Bid and Marketing Plan

Proposers must specify and justify the minimum percentage of gross Lake House receipts necessary to profitably operate as the Lake House Contractor. Proposers will include a draft promotional plan which includes strategies on Lake House 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 1 through 5, 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 bidders who will be requested to present an oral briefing 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; a representative of the Metro agency.

An initial evaluation will take place after November, 7, 1994, and will result in a rank ordering of proposers for final interviews on Thursday, November 10th.

Evaluation Criteria: The outline below provides a list of criteria and scoring system which will be used in the evaluation of the proposals submitted to accomplish the work defined in this RFP.

General Compliance with RFP -10 Points

- Format
- Content

Part 1: Contractor Services and Administration - 30 Points

- Comprehensiveness of services to be provided.
- Business organization and management techniques.
- Supervisory skills and techniques.
- Accounting and cash management techniques.
- Understanding Metro objectives in seeking a Lake House Contractor.

Part 2: Personnel - 20 Points

- Level of qualified staffing.
- Reference check.

Part 3: Experience - 30 Points

- Relevant experience in profitably marketing and operating a meeting or wedding facility.
- Past experience in sales/business operations and working with clients.
- Knowledge acquired that would be useful in administering and promoting the Lake House.

Part 4: 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 Evaluation 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.



METRO

THE LAKE HOUSE INFORMATION SHEET AND RENTAL AGREEMENT

Thank you for considering The Lake House at Blue Lake Park. We are pleased to share this unique facility with you for your wedding, meeting, or special occasion.

The Lake House is popular because the serene setting is ideal for weddings and business meetings. This beautifully landscaped facility is just 20 minutes from downtown Portland and five minutes from downtown Gresham.

The Lake House is available for viewing by appointment only. Please call (503) 667-3483, or write to 21160 NE Blue Lake Road, Troutdale, Oregon 97060, to schedule an appointment.

Please read the following information sheets, and let us know if you have any questions. A staff member will be on site during your event to make sure everything runs smoothly. We want your visit to be an enjoyable and memorable one.

THE LAKE HOUSE
INFORMATION SHEET

Facility

Maximum Building Capacity:

Indoors:
Exhibit Space - 2,080 Square Feet
Ceiling Height - 7 feet
Standing Reception - 165
Banquet - 125
Theatre - 130
Classroom - 100

Outdoor Garden: 250

Maximum Parking Capacity:

70 cars on paved area; free
Overflow parking available

Hours:

Available weekdays, evenings, and weekends between 9 am and 12 midnight

Amenities:

Brick Courtyard
Brick Fireplace
Wall to Wall Carpeting
Picture Windows with Lakeside View

Covered Patio
Scenic Park Surroundings
Two Bathrooms
Changing Room

Equipment:

220 Chairs
Microwave
Two Coffee Urns
Stove/Oven
Garbage Containers
Ice Machine

11 Round Tables (5')
10 Rectangular Tables (6' & 8')
Two Refrigerators
Vacuum
Three Picnic Tables

Rental Fees

WEEKEND RATES (Friday evenings, Saturday, Sunday and Holidays):
Additional time at \$65.00/per hour

April 1st to October 31st:

10:00 am to 4:00 pm - \$500.00
6:00 pm to midnight - \$500.00
10:00 am to midnight - \$800.00

November 1st to March 30th

10:00 am to 4:00 pm - \$400.00
6:00 pm to midnight - \$400.00
10:00 am to 10:00 pm - \$700.00

WEEKDAY RATES (Monday to Friday evenings):

\$35.00 per hour with a three (3) hour minimum charge.

REFUNDABLE SECURITY DEPOSIT

The \$100/event deposit will only be returned by mail under the following conditions:
The refund takes approximately three (3) weeks.

1. Your group leaves on time.
2. All equipment, fixtures, plants and building premises are left undamaged.
Renter will be billed for all replacement or repair costs not covered by deposit.
3. You have received a clean bill of health from the staff person stating the following
CLEAN-UP criteria have been completed within your rental time:
 - a. Tables and Chairs are cleaned and stacked in the garage. (Please carry the table or use the caddy. The tables damage easily when rolled.)
 - b. The carpet is vacuumed. Any carpet spills must be wiped up immediately and reported to a staff member.
 - c. The entire kitchen including equipment, counters and the floor is cleaned and mopped, and also the foyer, bathroom and dancefloor.
 - d. All trash, cigarette butts, bottle caps, and additional litter located either outside, in the facility, or parking lot, is deposited and tied in the bag provided by The Lake House. All bags must be placed just inside the garage door. Bottles and cans may be left for recycling in the bin provided.

- e. Champagne bottles must be defoiled and rinsed out or taken with you.
- f. Renter's possessions, decorations, equipment, and food are removed.
- g. Set-up take -down, and cleaning services available for your convenience. at no extra charge. Contact the concessionaire for details.

RESERVATIONS

Reservations will be confirmed upon receipt of a rental agreement and one-half down of total payment including the security deposit. Check or money orders should be made payable to METRO, and mailed to the Lake House, 21160 NE Blue Lake Road, Troutdale, Oregon 97060. (For security concerns, cash payments will not be accepted.)

CANCELLATION

All cancellations must be called in to (503) 667-3483 and followed up in writing to The Lake House office at the above address.

If notice received thirty (30) days or more prior to event:
All of rental fee and deposit back, except \$50.00

15 To 30 Days prior to event:
50% refund of payment to date.

If Notice given 15 days or less prior to event
No refund

RENTER'S RESPONSIBILITY

- Renters are responsible for set-up and clean-up of the facility as well as enforcing the following rules and regulation with your guests.
- Included within the six (6 hour rental period are: SET-Up (by you), unloading of food/beverages, decorations, musical equipment, furniture arrangement, and CLEAN-UP. Additional hours must be pre-arranged with The Lake House Staff.
- Renters will furnish their own SUPPLIES, including silverware, dishes, linens, utensils, containers, foil, plastic wrap, extension cords, cleaning items and miscellaneous items.
- CHILDREN are to be supervised at all times and NOT ALLOWED near Blue Lake without an adult.
- SMOKING IS PERMITTED outside the building. Receptacles for cigarettes and cigars are provided. (Multnomah County Ordinance #556.)

- In consideration of nearby residents, ANY AMPLIFIED NOISE OR MUSIC must be at a reasonable volume. Renters must comply with directions given by Lake House and Blue Lake staff. All amplified sound will end by 11:00 pm. (This is one (1) hour past City of Fairview ordinances.)
- If ALCOHOL is to be sold, renters are responsible for obtaining OLCC permits and following state regulations. No alcohol may be consumed or poured by minors. Any alcohol must be kept on Lake House grounds.
- Red wine and red punches are not allowed due to the potential carpet staining. Kegs are limited to one per 125 guests and must be kept on the patio or in the garage. Any illegal use of drugs will be prosecuted. Blue Lake staff employees are deputized and have the right to request removal of anyone abusing these rules.
- Only FLOWER PETALS OR BIRDSEED may be thrown outside or in the parking lot. Rice is not allowed because it can kill birds.
- Please use tape when hanging indoor DECORATIONS; tacks or nails are not allowed in the wall. Outdoor decorations, under one pound in weight, can be used with staff permission.
- Your group can not exceed the posted capacity. GUESTS are not to enter Blue Lake Park grounds after sunset.
- PARKING shall be in designated areas only. Check with staff for overflow areas if the paved area is full.
- PETS are not allowed on the premises.
- SWIMMING AND BOATING permitted only in the designated areas. Boats may dock only in the boat concession area.
- Metro Regional Parks and Greenspaces is not responsible for LOST OR STOLEN PROPERTY. Anything found will be turned into The Lake House office and be available for pick up by appointment. Items left over six months will be put up for public auction.
- Thank you for helping us maintain a clean and professional facility. We hope you have an enjoyable event!

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-2046 AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT WITH THE MOST QUALIFIED PROPOSER TO MANAGE THE LAKE HOUSE AT BLUE LAKE REGIONAL PARK

BACKGROUND

Pursuant to Metro Code Section 2.04.033(a)(1), Council adoption of Resolution No. 94-2026 authorizing issuance of Request for Proposals # 94R-29-PK is necessary because the contract would be in effect beyond the current fiscal year.

The Lake House at Blue Lake Regional Park was among the facilities transferred to Metro management from Multnomah County by intergovernmental agreement in December 1993 (Resolution No. 93-1877). In 1989 Multnomah County entered into a contract with Pic-a-Deli Cafe and Grill to manage the Lake House. Responsibilities include marketing the Lake House to potential leasees for various events including wedding receptions, anniversary and retirement celebrations, seminars and the like, booking reservations and managing the events. These events have generated between \$40,000 and \$100,000 in revenue annually, 49% of which are disbursed as compensation to the vendor and 51% reinvested in Regional Parks and Greenspaces programs and operations.

The current contract expires on November 15, 1994. It is highly desirable to issue the RFP and have a new vendor under contract by the expiration date of the existing contract so as not to miss any events booking opportunities.

BUDGET IMPACT

The Lake House is a revenue generator for the Regional Parks and Greenspaces Department as indicated. The adopted FY 1994-95 budget anticipated negotiation of a new contract for Lake House Management and revenue was appropriated for the contract.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-2046.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-2046A, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT WITH THE MOST QUALIFIED PROPOSER TO MANAGE THE LAKE HOUSE AT BLUE LAKE REGIONAL PARK

Date: October 7, 1994

Presented by: Councilor Gates

COMMITTEE RECOMMENDATION: At its October 5, 1994 meeting the Regional Facilities Committee voted 4-1 to recommend Contract Review Board adoption of Resolution No. 94-2046A. Voting in favor were Councilors Hansen, Gates, Moore, and Washington. Councilor McFarland voted in opposition.

COMMITTEE DISCUSSION/ISSUES: Regional Parks and Greenspaces Director Charlie Ciecko presented the staff report. He described the purpose of the Lake House, and pointed out typographical errors that needed correction. He then discussed item C under Contract Term and Remuneration on page 7 of the Request For Proposal. As originally drafted, item C read, "Remuneration for fulfilling contract by Contractor currently is at a cash value equal to forty-nine percent (49%) of Lake House gross income." Mr. Ciecko requested a sentence be added, to read, "However, bidders may propose an alternate financial arrangement." He said he wanted to provide flexibility for proposers to offer alternative financial arrangements and marketing plans, and not have the department be locked in to a 51/49 split of revenues.

Councilor Gates asked if this resolution included any significant changes from the current agreement. Mr. Ciecko said the department is trying to put more emphasis on the contractor's marketing of the facility. He said the Lake House does fine on weekends and in attracting wedding receptions, but he would like to get more bookings for weekdays, for events such as retreats and workshops. Councilor Gates asked how many bidders would be expected. Mr. Ciecko said he didn't know, but would go through the normal process, sending the RFP out to as many qualified potential proposers as could be identified.

Councilor McFarland asked why the revenue was to be split based on gross income rather than net. She did not agree that the split should be based on gross revenues, before the bills were paid. Mr. Ciecko said that the contractor has certain responsibilities and Metro has other responsibilities for facility maintenance, and that split pretty much evens out. Councilor McFarland said if the costs even out, then the basis should be on net revenue. Councilor Gates said he had no problem basing the split on the gross, because it would be difficult to establish what constitutes the net, and because using the gross requires the contractor to make a profit out of the portion they receive.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-2046
ISSUANCE OF A REQUEST FOR PROPOSALS)
AND AUTHORIZING THE EXECUTIVE) Introduced by Rena Cusma,
OFFICER TO ENTER INTO A MULTI-YEAR) Executive Officer
CONTRACT WITH THE MOST QUALIFIED)
PROPOSER TO MANAGE THE LAKE HOUSE)
AT BLUE LAKE REGIONAL PARK)

WHEREAS, on December 9, 1994, by Resolution No. 93-1877, the Metro Council approved an intergovernmental agreement with Multnomah County transferring management of regional parks, natural areas, golf courses, cemeteries, trade and spectator facilities to Metro; and

WHEREAS, the Lake House at Blue Lake Regional Park is one of the facilities for which management responsibility was transferred to Metro; and

WHEREAS, the Lake House is an outstanding venue for special events leasing including wedding receptions, small conferences, business seminars and similar events that generate revenue to support Regional Parks and Greenspaces programs and operations; and

WHEREAS, it was the practice of Multnomah County to enter into multi-year contracts with the most qualified vendor to market the Lake House, book reservations and manage events; and

WHEREAS, the contract with the current vendor terminates on November 15, 1994; and

WHEREAS, funds have been appropriated in the Adopted FY 1994-95 Budget to contract with a private vendor to manage the Lake House consistent with historic practices; now, therefore,

BE IT RESOLVED, that the Metro Council, acting as the Metro Contract Review Board, approves issuance of the Request for Proposals (RFP # 94R -29-PK), attached as Exhibit A to this resolution, and authorizes the Executive Officer to enter into a multi-year contract with the most qualified proposer.

ADOPTED by the Metro Council this _____ day of October, 1994.

Judy Wyers, Presiding Officer

EXHIBIT A

REQUEST FOR PROPOSAL
LAKE HOUSE MANAGEMENT CONTRACTOR

By:

Metro Regional Parks and Greenspaces

September 26, 1994

Metro Regional Parks and Greenspaces is soliciting responses from qualified candidates for the position of Lake House Management Contractor.

The Lake House has been in operation since 1983 as a meeting and wedding facility. Prior to 1983 the facility had been used as a single family residence. No major improvements were made to the Lake House until 1987 when a separate entry, 70 car parking lot, courtyard, landscaping and arbor were constructed.

Metro is seeking proposals from motivated firms and/or individuals who can demonstrate a high level of experience, creativity and professionalism in marketing, managing and maintaining a meeting and wedding facility.

The primary function of the Lake House Manager will be to provide marketing, scheduling, contracting, and supervising private events held at the Lake House, and to maintain the Lake House interior in a clean and attractive condition.

Metro will specifically evaluate the potential for each candidate to aggressively market and promote the use of the facility and thereby increase annual bookings. Traditionally, bookings have been primarily spring and summer, centered on evenings and weekends. However, Metro wants to further promote mid-week, mid-day and year-round events. (See attachment "A", Information Sheet.)

NOTE: Lake House will be closed all of January and February 1995, for remodeling.

CONTRACTOR SERVICES

Specific work tasks are outlined below.

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

1. Set specific business hours for the Lake House and be consistently available by telephone to schedule and show the Lake House for events, including but not limited to weddings and rehearsals, receptions, parties, meetings, seminars and other income producing events. Business hours shall be approved by Metro.
2. Be available to show the Lake House by appointment to potential clients on weekday and weekends, depending on bookings, while consulting with and assisting clients in the use of the Lake House.
3. Supervise events, be on-site and secure the Lake House after events.
4. Maintain the Lake House's interior specifically including the kitchen, bathrooms, windows, floors, carpets and drapes in a very clean, sanitary, and attractive condition, and limited exterior maintenance including litter removal and window cleaning.

5. Contractor's services to set-up and/or take-down and cleanup, and/or catering, and event may be offered in the rental contract for an additional fee. Terms for said service will be covered under "Contract Term and Renumeration; C, 2." (Page 8)
6. Contract with clients and collect fees for use of the Lake House. (See fee schedule "Attachment A".)
7. Within sixty (60) days Contractor shall develop and implement a marketing plan for the Lake House. That plan shall be in compliance with Metro's existing methods, and include advertising, public relations, telemarketing, and collateral materials. The plan's objectives are to increase weekday and off-season usage while increasing gross receipts from target markets identified by Metro. The plan will be subject to the approval of Blue Lake Regional Park's Supervisor and Director of Metro Regional Parks and Greenspaces.
8. Deliver or mail copies of all executed Lake House rental agreements, complete with revenue received, to the Regional Parks and Greenspaces Office within forty-eight (48) hours of receipt.

B. Contractor Staff:

1. Personnel shall be sufficiently trained and knowledgeable so as to satisfactorily perform all required Lake House services. They shall maintain a clean and neat appearance, and be courteous towards the public as well as Metro staff.
2. 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. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement as Exhibit "A", and must be completed and incorporated in your proposal.

C. Security and Safekeeping:

1. The safekeeping of Contractor property shall be at the Contractor's risk and expense. Contractor assumes full liability and fire risk for all Contractor property and waives any claims against Metro, Multnomah County, its Councilors, departments, employees and agents for loss or damage to Contractor property from any cause whatsoever.
2. Contractor shall not engage in any practice or behavior which compromises Blue Lake Park and the Lake House security or Metro's public image.
3. Contractor will provide a maximum of five (5) security coded cards for use by their employees.

4. Contractor acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold Metro, Multnomah County, 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 action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

D. Licenses and Code Compliance:

Contractor shall obtain and maintain all required licenses for operation of a meeting and recreation facility as described herein. Contractor shall comply and take full responsibility for all codes, laws and ordinances pertaining to the operation of the Lake House 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.

E. 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, Multnomah County, 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 and Multnomah County 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.
5. If Contractor serves alcohol, a liquor liability policy must be purchased in the minimum amount of \$1,000,000 and Metro/Multnomah County listed as an additional insured as stated above.

F. Records and Cash Management:

1. Contractor shall keep accurate and up-to-date records of engagements that are scheduled, and engagements that have occurred at the Lake House. Contractor shall present a report on facility activities to the Parks Director on the fifth day following the end of each month. (Metro shall provide a form for this purpose.)
2. All Lake House income shall be delivered to the Regional Parks and Greenspaces Main Office within forty-eight (48) hours of receipt complete with signed Rental Agreement Forms and receipts. (All fees paid by a client will in the form of a personal check or money order only - no cash payments. Said payments are to be made payable to Metro Regional Parks.)
3. Metro shall automatically return security deposits directly to clients unless Contractor instructs Administrative Office otherwise within two working days following the event.
4. Metro shall have access direct to all Contractor books, documents, papers and records as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

METRO RESPONSIBILITIES

A. The Lake House Maintenance:

1. Metro shall provide landscaping and landscape maintenance for the Lake House grounds.

2. Metro shall budget for professional carpet cleaning twice a year and drapery cleaning once a year. (Obtaining cost estimates and scheduling shall be the responsibility of the Contractor.)
3. Metro shall provide usual and customary janitorial supplies.
4. Metro shall provide kitchen appliances, tables and chairs in a safe and operable condition (See Attachment "A").
5. Metro shall provide parking areas for clients and up to 70 guests vehicles.
6. Metro shall provide reasonable security services for the Lake House premises.
7. Metro shall keep the Lake House grounds in an attractive condition and the building safe and structurally sound.

B. Utilities:

1. Metro shall provide electric power, heat, and water and sewer services to the Lake House.
2. Metro shall provide garbage receptacles and garbage removal service.
3. Metro shall provide telephone service to the Lake House including reasonable dialing and transmission costs involving Lake House business, throughout the Portland-Vancouver metropolitan area. All other additional long-distance business calls shall be logged and paid for by the Contractor, via monthly billing from Metro.

C. Administration:

1. Metro shall provide adequate supply of rental agreements forms, information sheets, and receipts.

D. Metro Usage:

1. Metro departments (other than Parks and Greenspaces Department) may use the Lake House for weekday functions at a discounted rate. The discounted rate will apply to a maximum of two Metro functions per month. Metro's use of the Lake House shall be available at a flat fee of \$50.00 to the Departments for weekday events held Monday through Friday of any week, between the hours of 8:00 a.m. and 5:00 p.m.
2. Metro Regional Parks and Greenspaces Department may use the Lake House for weekday functions up to two times per month at no charge.

3. Metro Council will receive use of the Lake House at no cost.
4. The Contractor is responsible for coordinating the reservation of the Lake House for Metro Department functions through the use of interdepartmental rental agreement for (supplied by Metro). In the event of a double-booking the private party will prevail over a Metro function.
5. Metro Departments are responsible for their own set-up and clean-up. Metro Departments that want set-up and clean-up services, will be charged additional for such services. Contractor will be compensated for set-up and clean-up services when requested for any Metro function.
6. The Lake House fees may be waived or reduced only by prior approval of the Director of Metro Regional Parks and Greenspaces and with the concurrence of the Contractor.

E. Promotions:

Metro has set aside limited Lake House promotional funds for a yellow page listing and will provide 2,500 business cards and reproduction of Lake House brochures per year.

Metro will offer guidance on development of all final promotional and business plans. Metro shall also review and approve all promotional strategies prior to implementation. Such approval shall not be unreasonably withheld.

CONTRACT TERM AND RENUMERATION

- A. Contract starting date is November 16, 1994, and shall extend through November 16, 1999. Contract may be renewed annually for one (1) year 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.)
- C. Renumeration for fulfilling contract by Contractor currently is at a cash value equal to forty-nine percent (49%) of Lake House gross income.

Lake House receipts shall be used to calculate Contractor income which shall be paid to Contractor by Metro as follows:

1. Rental Fee Disbursement

- a. Upon completion of the following main job responsibilities the Contractor's share will be the percentages described below:

Booking an event (1/3 of responsibilities) = .33 x .49
Supervision/Janitorial Services * (2/3 of responsibilities) = .67 x .49

The "1/3" portion will be paid within 3 weeks of receipt of rental fees; the remaining "2/3" portion will be paid within 3 weeks after the event has been supervised and routine janitorial services provided.

(* Not to be confused with event "cleaning services" described below.)

- b. Rental fee may be subject to an "excise tax." If so, the consequences regarding this portion of the contract will be addressed at the time of implementation.

2. Additional Fee Services

- a. Set-up/take-down/event cleaning services.

Contractor will make available the option of providing their services for the set-up, take-down and clean-up of an event. Revenue from such fees will also be shared with Metro (NOTE: Proposers will propose the percentage shares, for this service, within Part 5 of the RFP Proposal. (Page 10)

- b. Catering

If Contractor has the ability to provide catering themselves, then this service option will be made known to clients. If contractor is chosen by client to provide this service, then revenues will be shared with Metro (NOTE: Proposers will propose the percentage shares, for this service, within Part 5 of the RFP Proposal. (Page 10)

3. Contractor will also obtain their same percentage regarding cleaning fees and cancellation.

- D. Metro certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract through June 30, 1995.

As this contract crosses the Metro's fiscal year at July 1, 1995, 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.

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.

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.

PROPOSAL INSTRUCTIONS

Proposals are due (postmarks not accepted) no later than 4:00 p.m. P.D.T., Wednesday, October 26th, at the office of Metro Regional Parks and Greenspaces, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention: Todd Jones, Regional Park Supervisor. Materials postmarked but not received prior to the deadline or any faxed material will not be considered.

One original and five copies of the proposal must be submitted to Metro.

All proposals must be clearly marked "PROPOSAL: LAKE HOUSE CONTRACTOR," and contain all information outlined herein.

PRE-BID CONFERENCE

An optional pre-bid conference is scheduled for Thursday, October 6, 1994, at 10:00 a.m. at the Lake House facility, 21160 N.E. Blue Lake Road, Troutdale, Oregon. All bidders are encouraged to attend.

CLARIFICATION

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

Todd Jones
Regional Park Supervisor
Blue Lake Park
20500 N.E. Marine Drive
Troutdale, OR 97060

The deadline for submitting such questions or comments is October 14, 1994. 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.

FORMAT

In submitting proposals, proposer 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 Bid 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

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

This section must specify the means of accomplishing the services to be provided and organizational approach to operating and overseeing the Lake House.

Other areas include the availability of Contractor to receive calls of interest from the public and to schedule showings. 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.

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).

Part 4: Experience

Proposers must describe in detail, relevant past and present experiences in successfully administering a meeting and wedding facility or other business/sales-related experiences. The information provided must demonstrate that the bidder has the appropriate knowledge and background to adequately fulfill contract requirements.

Part 5: Financial Bid and Marketing Plan

Proposers must specify and justify the minimum percentage of gross Lake House receipts necessary to profitably operate as the Lake House Contractor. Proposers will include a draft promotional plan which includes strategies on Lake House 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 1 through 5, 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 bidders who will be requested to present an oral briefing 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; a representative of the Metro agency.

An initial evaluation will take place after October, 26, 1994, and will result in a rank ordering of bidders for final interviews on Tuesday, November 1st and/or Wednesday, November 2nd.

Evaluation Criteria: The outline below provides a list of criteria and scoring system which will be used in the evaluation of the proposals submitted to accomplish the work defined in this RFP.

General Compliance with RFP -10 Points

- Format
- Content

Part 1: Contractor Services and Administration - 30 Points

- Comprehensiveness of services to be provided.
- Business organization and management techniques.
- Supervisory skills and techniques.
- Accounting and cash management techniques.
- Understanding Metro objectives in seeking a Lake House Contractor.

Part 2: Personnel - 20 Points

- Level of qualified staffing.
- Reference check.

Part 3: Experience - 30 Points

- Relevant experience in profitably marketing and operating a meeting or wedding facility.
- Past experience in sales/business operations and working with clients.
- Knowledge acquired that would be useful in administering and promoting the Lake House.

Part 4: 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 Evaluation 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.

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

THE LAKE HOUSE **INFORMATION SHEET AND RENTAL AGREEMENT**

Thank you for considering The Lake House at Blue Lake Park. We are pleased to share this unique facility with you for your wedding, meeting, or special occasion.

The Lake House is popular because the serene setting is ideal for weddings and business meetings. This beautifully landscaped facility is just 20 minutes from downtown Portland and five minutes from downtown Gresham.

The Lake House is available for viewing by appointment only. Please call (503) 667-3483, or write to 21160 NE Blue Lake Road, Troutdale, Oregon 97060, to schedule an appointment.

Please read the following information sheets, and let us know if you have any questions. A staff member will be on site during your event to make sure everything runs smoothly. We want your visit to be an enjoyable and memorable one.

THE LAKE HOUSE
INFORMATION SHEET

Facility

Maximum Building Capacity:

Indoors:

Exhibit Space - 2,080 Square Feet

Ceiling Height - 7 feet

Standing Reception - 165

Banquet - 125

Theatre - 130

Classroom - 100

Outdoor Garden: 250

Maximum Parking Capacity:

70 cars on paved area; free
Overflow parking available

Hours:

Available weekdays, evenings, and weekends between 9 am and 12 midnight

Amenities:

Brick Courtyard

Brick Fireplace

Wall to Wall Carpeting

Picture Windows with Lakeside View

Covered Patio

Scenic Park Surroundings

Two Bathrooms

Changing Room

Equipment:

220 Chairs

Microwave

Two Coffee Urns

Stove/Oven

Garbage Containers

Ice Machine

11 Round Tables (5')

10 Rectangular Tables (6' & 8')

Two Refrigerators

Vacuum

Three Picnic Tables

Rental Fees

WEEKEND RATES (Friday evenings, Saturday, Sunday and Holidays):
Additional time at \$65.00/per hour

April 1st to October 31st:

10:00 am to 4:00 pm - \$500.00
6:00 pm to midnight - \$500.00
10:00 am to midnight - \$800.00

November 1st to March 30th

10:00 am to 4:00 pm - \$400.00
6:00 pm to midnight - \$400.00
10:00 am to 10:00 pm - \$700.00

WEEKDAY RATES (Monday to Friday evenings):

\$35.00 per hour with a three (3) hour minimum charge.

REFUNDABLE SECURITY DEPOSIT

The \$100/event deposit will only be returned by mail under the following conditions:
The refund takes approximately three (3) weeks.

1. Your group leaves on time.
2. All equipment, fixtures, plants and building premises are left undamaged.
Renter will be billed for all replacement or repair costs not covered by deposit.
3. You have received a clean bill of health from the staff person stating the following CLEAN-UP criteria have been completed within your rental time:
 - a. Tables and Chairs are cleaned and stacked in the garage. (Please carry the table or use the caddy. The tables damage easily when rolled.)
 - b. The carpet is vacuumed. Any carpet spills must be wiped up immediately and reported to a staff member.
 - c. The entire kitchen including equipment, counters and the floor is cleaned and mopped, and also the foyer, bathroom and dancefloor.
 - d. All trash, cigarette butts, bottle caps, and additional litter located either outside, in the facility, or parking lot, is deposited and tied in the bag provided by The Lake House. All bags must be placed just inside the garage door. Bottles and cans may be left for recycling in the bin provided.

- e. Champagne bottles must be defoiled and rinsed out or taken with you.
- f. Renter's possessions, decorations, equipment, and food are removed.
- g. Set-up take -down, and cleaning services available for your convenience. at no extra charge. Contact the concessionaire for details.

RESERVATIONS

Reservations will be confirmed upon receipt of a rental agreement and one-half down of total payment including the security deposit. Check or money orders should be made payable to METRO, and mailed to the Lake House, 21160 NE Blue Lake Road, Troutdale, Oregon 97060. (For security concerns, cash payments will not be accepted.)

CANCELLATION

All cancellations must be called in to (503) 667-3483 and followed up in writing to The Lake House office at the above address.

If notice received thirty (30) days or more prior to event:
All of rental fee and deposit back, except \$50.00

15 To 30 Days prior to event:
50% refund of payment to date.

If Notice given 15 days or less prior to event
No refund

RENTER'S RESPONSIBILITY

- Renters are responsible for set-up and clean-up of the facility as well as enforcing the following rules and regulation with your guests.
- Included within the six (6 hour rental period are: SET-Up (by you), unloading of food/beverages, decorations, musical equipment, furniture arrangement, and CLEAN-UP. Additional hours must be pre-arranged with The Lake House Staff.
- Renters will furnish their own SUPPLIES, including silverware, dishes, linens, utensils, containers, foil, plastic wrap, extension cords, cleaning items and miscellaneous items.
- CHILDREN are to be supervised at all times and NOT ALLOWED near Blue Lake without an adult.
- SMOKING IS PERMITTED outside the building. Receptacles for cigarettes and cigars are provided. (Multnomah County Ordinance #556.)

- In consideration of nearby residents, ANY AMPLIFIED NOISE OR MUSIC must be at a reasonable volume. Renters must comply with directions given by Lake House and Blue Lake staff. All amplified sound will end by 11:00 pm. (This is one (1) hour past City of Fairview ordinances.)
- If ALCOHOL is to be sold, renters are responsible for obtaining OLCC permits and following state regulations. No alcohol may be consumed or poured by minors. Any alcohol must be kept on Lake House grounds.
- Red wine and red punches are not allowed due to the potential carpet staining. Kegs are limited to one per 125 guests and must be kept on the patio or in the garage. Any illegal use of drugs will be prosecuted. Blue Lake staff employees are deputized and have the right to request removal of anyone abusing these rules.
- Only FLOWER PETALS OR BIRDSEED may be thrown outside or in the parking lot. Rice is not allowed because it can kill birds.
- Please use tape when hanging indoor DECORATIONS; tacks or nails are not allowed in the wall. Outdoor decorations, under one pound in weight, can be used with staff permission.
- Your group can not exceed the posted capacity. GUESTS are not to enter Blue Lake Park grounds after sunset.
- PARKING shall be in designated areas only. Check with staff for overflow areas if the paved area is full.
- PETS are not allowed on the premises.
- SWIMMING AND BOATING permitted only in the designated areas. Boats may dock only in the boat concession area.
- Metro Regional Parks and Greenspaces is not responsible for LOST OR STOLEN PROPERTY. Anything found will be turned into The Lake House office and be available for pick up by appointment. Items left over six months will be put up for public auction.
- Thank you for helping us maintain a clean and professional facility. We hope you have an enjoyable event!

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-2046 AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT WITH THE MOST QUALIFIED PROPOSER TO MANAGE THE LAKE HOUSE AT BLUE LAKE REGIONAL PARK

BACKGROUND

Pursuant to Metro Code Section 2.04.033(a)(1), Council adoption of Resolution No. 94-2026 authorizing issuance of Request for Proposals # 94R-29-PK is necessary because the contract would be in effect beyond the current fiscal year.

The Lake House at Blue Lake Regional Park was among the facilities transferred to Metro management from Multnomah County by intergovernmental agreement in December 1993 (Resolution No. 93-1877). In 1989 Multnomah County entered into a contract with Pic-a-Deli Cafe and Grill to manage the Lake House. Responsibilities include marketing the Lake House to potential leasees for various events including wedding receptions, anniversary and retirement celebrations, seminars and the like, booking reservations and managing the events. These events have generated between \$40,000 and \$100,000 in revenue annually, 49% of which are disbursed as compensation to the vendor and 51% reinvested in Regional Parks and Greenspaces programs and operations.

The current contract expires on November 15, 1994. It is highly desirable to issue the RFP and have a new vendor under contract by the expiration date of the existing contract so as not to miss any events booking opportunities.

BUDGET IMPACT

The Lake House is a revenue generator for the Regional Parks and Greenspaces Department as indicated. The adopted FY 1994-95 budget anticipated negotiation of a new contract for Lake House Management and revenue was appropriated for the contract.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-2046.



METRO

DATE: October 7, 1994
TO: Metro Council
FROM: Charles Ciecko, Director, Regional Parks and Greenspaces *C'16*
SUBJECT: Resolution No. 94-2046A, Lake House Management Contract

The Regional Facilities Committee directed that revisions be made to Exhibit A of Resolution No. 94-2046 at the October 5, 1994 meeting.

Revisions have been made to Exhibit A as directed, and the revised version is included in the October 13 Council agenda packet. Changes have been made to the Contract Terms and Remuneration Section, pages 7-9 of the RFP and to the consultant selection timeline. Changes for the most part are minor wording or spelling changes.

A version showing the specific changes via overstriking and shading is not included, however. This will be available prior to the Council meeting.

REQUEST FOR PROPOSAL
LAKE HOUSE MANAGEMENT CONTRACTOR

By:

Metro Regional Parks and Greenspaces

September 26 ~~October 7~~, 1994

Metro Regional Parks and Greenspaces is soliciting responses from qualified candidates for the position of Lake House Management Contractor.

The Lake House has been in operation since 1983 as a meeting and wedding facility. Prior to 1983 the facility had been used as a single family residence. No major improvements were made to the Lake House until 1987 when a separate entry, 70 car parking lot, courtyard, landscaping and arbor were constructed.

Metro is seeking proposals from motivated firms and/or individuals who can demonstrate a high level of experience, creativity and professionalism in marketing, managing and maintaining a meeting and wedding facility.

The primary function of the Lake House Manager will be to provide marketing, scheduling, contracting, and supervising private events held at the Lake House, and to maintain the Lake House interior in a clean and attractive condition.

Metro will specifically evaluate the potential for each candidate to aggressively market and promote the use of the facility and thereby increase annual bookings. Traditionally, bookings have been primarily spring and summer, centered on evenings and weekends. However, Metro wants to further promote mid-week, mid-day and year-round events. (See attachment "A", Information Sheet.)

NOTE: Lake House will be closed all of January and February 1995, for remodeling.

CONTRACTOR SERVICES

Specific work tasks are outlined below.

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

1. Set specific business hours for the Lake House and be consistently available by telephone to schedule and show the Lake House for events, including but not limited to weddings and rehearsals, receptions, parties, meetings, seminars and other income producing events. Business hours shall be approved by Metro.
2. Be available to show the Lake House by appointment to potential clients on weekday and weekends, depending on bookings, while consulting with and assisting clients in the use of the Lake House.
3. Supervise events, be on-site and secure the Lake House after events.
4. Maintain the Lake House's interior specifically including the kitchen, bathrooms, windows, floors, carpets and drapes in a very clean, sanitary, and attractive condition, and limited exterior maintenance including litter removal and window cleaning.



5. Contractor's services to set-up and/or take-down and cleanup, and/or catering, and event may be offered in the rental contract for an additional fee. Terms for said service will be covered under "Contract Term and Renumeration; C, 2." (Page 8)
6. Contract with clients and collect fees for use of the Lake House. (See fee schedule "Attachment A".)
7. Within sixty (60) days Contractor shall develop and implement a marketing plan for the Lake House. That plan shall be in compliance with Metro's existing methods, and include advertising, public relations, telemarketing, and collateral materials. The plan's objectives are to increase weekday and off-season usage while increasing gross receipts from target markets identified by Metro. The plan will be subject to the approval of Blue Lake Regional Park's Supervisor and Director of Metro Regional Parks and Greenspaces.
8. Deliver or mail copies of all executed Lake House rental agreements, complete with revenue received, to the Regional Parks and Greenspaces Office within forty-eight (48) hours of receipt.

B. Contractor Staff:

1. Personnel shall be sufficiently trained and knowledgeable so as to satisfactorily perform all required Lake House services. They shall maintain a clean and neat appearance, and be courteous towards the public as well as Metro staff.
2. 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. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement as Exhibit "A", and must be completed and incorporated in your proposal.

C. Security and Safekeeping:

1. The safekeeping of Contractor property shall be at the Contractor's risk and expense. Contractor assumes full liability and fire risk for all Contractor property and waives any claims against Metro, Multnomah County, its Councilors, departments, employees and agents for loss or damage to Contractor property from any cause whatsoever.
2. Contractor shall not engage in any practice or behavior which compromises Blue Lake Park and the Lake House security or Metro's public image.
3. Contractor will provide a maximum of five (5) security coded cards for use by their employees.

4. Contractor acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold Metro, Multnomah County, 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 action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

D. Licenses and Code Compliance:

Contractor shall obtain and maintain all required licenses for operation of a meeting and recreation facility as described herein. Contractor shall comply and take full responsibility for all codes, laws and ordinances pertaining to the operation of the Lake House 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.

E. 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, Multnomah County, 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 and Multnomah County 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.
5. If Contractor serves alcohol, a liquor liability policy must be purchased in the minimum amount of \$1,000,000 and Metro/Multnomah County listed as an additional insured as stated above.

F. Records and Cash Management:

1. Contractor shall keep accurate and up-to-date records of engagements that are scheduled, and engagements that have occurred at the Lake House. Contractor shall present a report on facility activities to the Parks Director on the fifth day following the end of each month. (Metro shall provide a form for this purpose.)
2. All Lake House income shall be delivered to the Regional Parks and Greenspaces Main Office within forty-eight (48) hours of receipt complete with signed Rental Agreement Forms and receipts. (All fees paid by a client will in the form of a personal check or money order only - no cash payments. Said payments are to be made payable to Metro Regional Parks.)
3. Metro shall automatically return security deposits directly to clients unless Contractor instructs Administrative Office otherwise within two working days following the event.
4. Metro shall have access direct to all Contractor books, documents, papers and records as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

METRO RESPONSIBILITIES

A. The Lake House Maintenance:

1. Metro shall provide landscaping and landscape maintenance for the Lake House grounds.

2. Metro shall budget for professional carpet cleaning twice a year and drapery cleaning once a year. (Obtaining cost estimates and scheduling shall be the responsibility of the Contractor.)
3. Metro shall provide usual and customary janitorial supplies.
4. Metro shall provide kitchen appliances, tables and chairs in a safe and operable condition (See Attachment "A").
5. Metro shall provide parking areas for clients and up to 70 guests vehicles.
6. Metro shall provide reasonable security services for the Lake House premises.
7. Metro shall keep the Lake House grounds in an attractive condition and the building safe and structurally sound.

B. Utilities:

1. Metro shall provide electric power, heat, and water and sewer services to the Lake House.
2. Metro shall provide garbage receptacles and garbage removal service.
3. Metro shall provide telephone service to the Lake House including reasonable dialing and transmission costs involving Lake House business, throughout the Portland-Vancouver metropolitan area. All other additional long-distance business calls shall be logged and paid for by the Contractor, via monthly billing from Metro.

C. Administration:

1. Metro shall provide adequate supply of rental agreements forms, information sheets, and receipts.

D. Metro Usage:

1. Metro departments (other than Parks and Greenspaces Department) may use the Lake House for weekday functions at a discounted rate. The discounted rate will apply to a maximum of two Metro functions per month. Metro's use of the Lake House shall be available at a flat fee of \$50.00 to the Departments for weekday events held Monday through Friday of any week, between the hours of 8:00 a.m. and 5:00 p.m.
2. Metro Regional Parks and Greenspaces Department may use the Lake House for weekday functions up to two times per month at no charge.

3. Metro Council will receive use of the Lake House at no cost.
4. The Contractor is responsible for coordinating the reservation of the Lake House for Metro Department functions through the use of interdepartmental rental agreement for (supplied by Metro). In the event of a double-booking the private party will prevail over a Metro function.
5. Metro Departments are responsible for their own set-up and clean-up. Metro Departments that want set-up and clean-up services, will be charged additional for such services. Contractor will be compensated for set-up and clean-up services when requested for any Metro function.
6. The Lake House fees may be waived or reduced only by prior approval of the Director of Metro Regional Parks and Greenspaces and with the concurrence of the Contractor.

E. Promotions:

Metro has set aside limited Lake House promotional funds for a yellow page listing and will provide 2,500 business cards and reproduction of Lake House brochures per year.

Metro will offer guidance on development of all final promotional and business plans. Metro shall also review and approve all promotional strategies prior to implementation. Such approval shall not be unreasonably withheld.

CONTRACT TERM AND RENUMERATION REMUNERATION

- A. Contract starting date is November 16, 1994, and shall extend through November 16, 1999 1995. Contract may be renewed annually for one (1) year 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.)
- C. **Remuneration Remuneration** for fulfilling contract by Contractor currently is at a cash value equal to forty-nine percent (49%) of Lake House gross income. **(NOTE: Proposers may propose an alternate financial arrangement).**

Lake House receipts shall be used to calculate Contractor income which shall be paid to Contractor by Metro as follows:

1. Rental Fee Disbursement

- a. Upon completion of the following main job responsibilities the Contractor's share will be the percentages described below:

Booking an event (1/3 of responsibilities) = .33 x .49
Supervision/Janitorial Services * (2/3 of responsibilities) = .67 x .49

The "1/3" portion will be paid within 3 weeks of receipt of rental fees; the remaining "2/3" portion will be paid within 3 weeks after the event has been supervised and routine janitorial services provided.

(* Not to be confused with event "cleaning services" described below.)

- b. Rental fee may be subject to an "excise tax." If so, the consequences regarding this portion of the contract will be addressed at the time of implementation.

2. Additional Fee Services

- a. Set-up/take-down/event cleaning services.

Contractor will make available the option of providing their services for the set-up, take-down and clean-up of an event. Revenue from such fees will also be shared with Metro (NOTE: Proposers will propose the percentage shares, for this service, within Part 5 of the RFP Proposal). (Page 10)

- b. Catering

If Contractor has the ability to provide catering themselves, then this service option will be made known to clients. If contractor is chosen by client to provide this service, then revenues will be shared with Metro (NOTE: Proposers will propose the percentage shares, for this service, within Part 5 of the RFP Proposal). (Page 10)

3. Contractor will also obtain their same percentage regarding cleaning fees and cancellation.

- D. Metro certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract through June 30, 1995.

As this contract crosses the Metro's fiscal year at July 1, 1995, 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.

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.

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.

PROPOSAL INSTRUCTIONS

Proposals are due (postmarks not accepted) no later than 4:00 p.m. P.D.T., Wednesday, October 26th, Monday, November 7th, at the office of Metro Regional Parks and Greenspaces, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention: Todd Jones, Regional Park Supervisor. Materials postmarked but not received prior to the deadline or any faxed material will not be considered.

One original and five copies of the proposal must be submitted to Metro.

All proposals must be clearly marked "**PROPOSAL: LAKE HOUSE CONTRACTOR,**" and contain all information outlined herein.

PRE-BID CONFERENCE

An ~~optional~~ ~~mandatory~~ pre-bid conference is scheduled for ~~Thursday, October 6, 1994~~ ~~Tuesday, October 25, 1994~~, at 10:00 a.m. at the Lake House facility, 21160 N.E. Blue Lake Road, Troutdale, Oregon. All bidders are ~~encouraged to~~ ~~shall attend~~.

CLARIFICATION

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

Todd Jones
Regional Park Supervisor
Blue Lake Park
20500 N.E. Marine Drive
Troutdale, OR 97060

The deadline for submitting such questions or comments is October 14, ~~24~~, 1994. 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.

FORMAT

In submitting proposals, proposer 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 Bid 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

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

This section must specify the means of accomplishing the services to be provided and organizational approach to operating and overseeing the Lake House.

Other areas include the availability of Contractor to receive calls of interest from the public and to schedule showings. 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.

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).

Part 4: Experience

Proposers must describe in detail, relevant past and present experiences in successfully administering a meeting and wedding facility or other business/sales-related experiences. The information provided must demonstrate that the bidder has the appropriate knowledge and background to adequately fulfill contract requirements.

Part 5: Financial Bid and Marketing Plan

Proposers must specify and justify the minimum percentage of gross Lake House receipts necessary to profitably operate as the Lake House Contractor. Proposers will include a draft promotional plan which includes strategies on Lake House 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 1 through 5, 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 bidders who will be requested to present an oral briefing 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; a representative of the Metro agency.

An initial evaluation will take place after ~~October 26, 1994~~ November 7, 1994, and will result in a rank ordering of ~~bidders~~ proposers for final interviews on ~~Tuesday, November 1st and/or Wednesday, November 2nd~~ Thursday, November 10th.

Evaluation Criteria: The outline below provides a list of criteria and scoring system which will be used in the evaluation of the proposals submitted to accomplish the work defined in this RFP.

General Compliance with RFP -10 Points

- Format
- Content

Part 1: Contractor Services and Administration - 30 Points

- Comprehensiveness of services to be provided.
- Business organization and management techniques.
- Supervisory skills and techniques.
- Accounting and cash management techniques.
- Understanding Metro objectives in seeking a Lake House Contractor.

Part 2: Personnel - 20 Points

- Level of qualified staffing.
- Reference check.

Part 3: Experience - 30 Points

- Relevant experience in profitably marketing and operating a meeting or wedding facility.
- Past experience in sales/business operations and working with clients.
- Knowledge acquired that would be useful in administering and promoting the Lake House.

Part 4: 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 Evaluation 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.