

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 02-03

Authorizing staff to issue a Request for Proposals for parking lot labor and limited operational management services at MERC managed facilities' lots and other parking associated with its facilities.

WHEREAS, MERC operates and manages all aspects of its parking program for the Oregon Convention Center and the Portland Metropolitan Exposition Center and other parking associated with its facilities and;

WHEREAS, that the parking services contracts for OCC managed lots expire on March 31, 2002, the new OCC parking garage will be partially open in April of 2002, and the Expo parking services contract expires on June 30, 2002 and;

WHEREAS, a single contractor may provide more efficient and cost effective parking services than multiple contractors.

WHEREAS, a Request for Proposal process is the appropriate competitive process to procure such services due to the nature of the services provided.

BE IT THEREFORE RESOLVED that the Commission authorizes the staff to issue a Request for Proposals for MERC parking lot labor and limited operational management services at MERC managed facilities' lots and other parking associated with its facilities' lots.

Passed by the Commission on January 23, 2002

Approved as to Form
Daniel B. Cooper, General Counsel

By: Kathleen A. Pool
Kathleen A. Pool, Sr. Assistant Counsel

[Signature]
Chair

[Signature]
Secretary-Treasurer

Request for Proposals

Parking Lot Labor and Limited Operational Management Services

January 2002

Request for Proposals

Metro, acting by its Metropolitan Exposition-Recreation Commission (MERC), will receive sealed Request for Proposals (RFP) for the provision of labor services and limited operational management services to MERC-managed parking facilities until _and thereafter, shall open and consider the proposals

Submit proposals, whether by mail or delivery, to:

Jeffrey A. Blosser, Director
Oregon Convention Center
777 NE Martin Luther King Jr. Blvd. Zip: 97232
PO Box 12202 Zip: 97212
Portland, Oregon

A MANDATORY pre-proposal meeting is scheduled for *[to be determined by OCC staff prior to the RFP being released]* at the Oregon Convention Center. It is imperative that prospective respondents be in attendance.

Under the terms of the Agreement, the Contractor shall provide all labor and limited management responsibilities necessary for the operation of the parking lots at the Oregon Convention Center and the Portland Metropolitan Exposition Center as outlined in the Scope of Services portion of the RFP. The Contractor must be capable of providing an adequate number of supervisors, sellers, spotters, traffic directors and/or other related personnel at the Oregon Convention Center and Portland Metropolitan Exposition Center parking facilities to conduct the fee collection, entering and parking of vehicles in a fast, safe and efficient manner.

The contract term will be for a period of three (3) years commencing April 1, 2002 with two one-year option of renewal by MERC.

All proposals shall be on the forms furnished by MERC. All applicable blanks giving general information must be filled in and the proposal must be signed by the Proposer's duly authorized agent. Any statement accompanying and tending

to qualify a proposal may be cause for rejection. Proposals which are incomplete, or fail to respond to all items required in the proposal may, at MERC's discretion, be rejected.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act. Information submitted by Proposers that is proprietary in nature will be kept confidential to the extent allowed by Oregon law. Proposers must specifically indicate what information in their proposal they request to be confidential. Once submitted, the proposals shall become property of MERC.

This Request for Proposals does not commit MERC to pay any costs incurred by any Proposer in the submission of a proposal, or in the preparation thereof.

MERC reserves the right to reject any and/or all proposals in whole or in part, and to waive irregularities not affecting substantial rights.

Instructions and General Information

A. Proposals

The proposal shall include:

1. Certification as EEO Affirmative Action Employer
2. Statement of Proposer's DBE/WBE compliance.
3. Statement of Proposer's ability to obtain Comprehensive or Commercial General Liability, Automobile Liability, Workers' Compensation. Additional Insureds and Employee Bonding in the amounts and manners specified.
4. Conflict of interest statement
5. Statement of Proposer's ability to obtain a Business License.
6. Statement of Proposer's ability to provide a Employee Dishonesty Bond in the amount and manner specified.
7. Statement of Proposer's Local Job Opportunity and Job Training-Target Area/First Opportunity compliance.
8. Completed Proposal Forms: Exhibits _____

B. Required Submissions

Five (5) copies of the proposal must be submitted in a sealed envelope marked "**PROPOSAL RESPONSE, PARKING LOT LABOR AND LIMITED OPERATIONAL MANAGEMENT SERVICES**" and mailed or delivered to:

Jeffrey A. Blosser, Director
Oregon Convention Center
777 NE Martin Luther King Jr. Blvd. Zip: 97232
PO Box 12210 Zip: 97212
Portland, Oregon

The outside of the envelope shall identify the subject of the proposal, the opening date, and the Proposer's name, address, and telephone and fax number. The proposals must be clearly and distinctly typed or written with ink. Each proposal must include the forms furnished by MERC. Proposals received after the time and date set for receiving proposals will be returned unopened.

C. Equal Opportunity/Affirmative Action

A proposal will not be accepted unless the Proposer is certified as an EEO Affirmative Action Employer with the City of Portland, Oregon. All proposers not currently certified should file the required documentation with the Bureau of Purchases, 1120 SW 5th Avenue, Room 1313, Portland, Oregon 97204, (503) 823-6855, at least five (5) days prior to proposal submission.

Proposers must not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or sexual orientation. Proposers will take affirmative action to assure that applicants are hired and that employees are treated without regard to race, color, religion, gender, national origin, or sexual orientation. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer, recruitment advertising, lay-offs or termination; compensation; and selection for training.

D. DBE/WBE Subcontracting

MERC is committed to provide maximum opportunities to State of Oregon certified Disadvantaged Business Enterprises (DBEs) and Women-Owned Business Enterprises (WBEs) in contracting activities. In the solicitation of any subcontracting required for the requested services, the proposer must prove they have made good faith efforts to locate and utilize certified DBEs/WBEs prior to the time proposals are due. The State of Oregon, Office of Minority, Women and Emerging Small Business maintains the directory of certified DBW/WBE firms. A subcontractor is any person or firm proposed to work for the contractor directly under the Agreement.

MERC reserves the right, at all times during the Agreement, to monitor compliance with the term of the MERC Disadvantaged and Women-Owned Business utilization Program, a copy of which is available from MERC. Except as otherwise provided by Metro ordinance and subject to MERC's right to waive minor irregularities, Proposer's failure to comply with all the requirements of the MERC Disadvantaged and Women-Owned Business Utilization Program will constitute a non-responsive proposal and will not be considered.

E. Insurance

Comprehensive or Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Agreement, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided in the Agreement plus products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000. These limits shall not affect Contractor's duties of defense and indemnification, which have no dollar value.

Workers' Compensation: Contractor shall obtain Workers; Compensation coverage for all Contractor's employees as provided by ORS 656.407.

Additional Insured: The liability insurance coverage required for performance of the Agreement shall include, by endorsement, Metro and the Metropolitan Exposition Recreation Commission (MERC) and their officers, employees, agents and members as Additional Insureds. No changes or cancellation can be made without 30 days prior written notice to MERC.

Indemnity/Hold Harmless: Contractor agrees to defend, indemnify and hold harmless Metro, the Metropolitan Exposition Recreation Commission and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney fees), including claims of employees, contractors, subcontractors, guests and express or implied invitees of Contractor, arising out of or in any way related to activities conducted by Contractor, its agents, employees, members, patrons, guests, express or implied invitees, or exhibitors, including claims based on whole or in part upon negligence of Commission or others.

Employee Dishonest Bond: All persons handling money in performance of the Agreement shall be bondable in an amount no less than \$10,000 and a Employee Dishonesty Bond in the amount of \$10,000 shall be furnished as part of this RFP response.

F. Conflict of Interest Statement

All Proposer must identify any past, present and/or future contractual or personal relationship with any members of Metro, the Metropolitan Exposition Recreation Commission (MERC) or members of MERC staff which might create a conflict of interest. If none exist, proposer must so state.

G. Business License

Contractor shall obtain a City of Portland business license as required by Section 7.06.010 of the Portland City Code prior to beginning work under this Agreement.

H. Completed Forms

All forms contained in Exhibits _____ must be filled out and included in proposal submittal.

I. Site Conditions Examination

Proposers should determine for themselves all the conditions and circumstances affecting the provision of labor services for the parking facilities and its cost by personal examination of the site, and by such other means as they may choose.

J. Legal Requirements

In performing the Contract, the Contractor shall comply in all respects with all applicable federal, state and municipal constitutions, statutes, charters, codes, ordinances, and MERC rules and regulations.

K. Local Job Opportunity and Job Training – Target Area/First Opportunity

Proposer must describe the steps the Proposer will take to comply, to the maximum extent possible, with the goal of providing the Target Area (MERC Target Area Information and Map available from MERC) the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity

of the Oregon Convention Center site. Proposer must also describe the steps the Proposer will take to cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist and if necessary, train such persons to qualify for and receive employment with the Proposer.

L. Change in Operation

Proposer is hereby notified that changes in operation affecting the Agreement may occur during its term. Such changes may include but are not limited to, parking capacity as affected by licensing space for events, renovation, construction, expansion and related projects.

M. Selection Criteria

The Metropolitan Exposition Recreation Commission intends to award an Agreement to the Proposer, after considering the recommendations of MERC's Selection Committee, that best meets the needs of MERC to provide parking lot labor and limited operational management services in accordance with the Request for Proposal.

The proposals submitted will be evaluated using the following evaluation criteria and point system.

1. Receipt of required submittal and statements as identified in the Request for Proposals. = **10**
2. Experience of proposed company = **25**
3. Qualifications of proposed supervisor = **15**
4. Fiscal controls = **15**
5. Strategy to exceed DBE/WBE and Target Area/First Opportunity compliance. = **10**
6. Financial proposal = **25**

Total Possible Points = 100

N. Parking Lot Labor Services Agreement

By submitting a proposal, the potential Contractor agrees to all of the terms and conditions set out in the sample Parking Lot Labor and Limited Operational Management Services Agreement, a copy of which is attached to this request for proposals, unless, in the proposal, the proposer requests specific changes in the Agreement. Requests for changes in the Agreement will not be considered after a successful proposer has been

selected, and the MERC may, at its discretion, consider any such post-selection request for changes in the Agreement as a withdrawal of the proposal, and commence negotiations with other proposers.

O. Facility Overview

The Oregon Convention Center is currently undergoing a construction project, which will expand the facility. This expansion includes the construction of a two-level parking garage containing approximately 800 parking spaces. There will be two points of entry/exit into the garage. Each point contains three lanes with the middle being interchangeable between exit and entry. One of the entries is located on NE Lloyd Boulevard with the other on NE 1st Avenue. A complete package of computerized software and hardware equipment will be installed for use at this location. Hardware equipment will include ticket dispensers, gates, proximity card readers, booths, registers, and signs. A parking office within this garage is being constructed and will be supplied for use by the selected company's personnel. One level of this structure is scheduled to open in April 2002, with the other level and full use opening is scheduled for April 2003.

The Portland Metropolitan Exposition Center parking facilities include approximately 2,500 spaces. Access controlled parking is available at the parking facilities main (three cashier booths at the properties southeast corner) and secondary entries (one cashier booth along the properties western boundary). Operation includes the supervisor's attendance at staff meetings; hiring, training, scheduling, check-in/out, and monitoring of cashiers; selling and accounting for attendee parking, multiple day exhibitor parking passes and the sign-in/logging of authorized year-around passes. Currently this operation is contracted through June 30, 2002. At the expiration of this contract, the selected contractor will start operation at the Expo Center on July 1, 2002.

The Metro Garage, located on NE Irving Street between NE Grand Avenue and NE 7th Avenue, is managed by MERC through an agreement with Metro. This is a four level structure, which contains approximately 486 parking spaces. The lower two levels are not interconnected and have single (but separate) access points located on Irving Street. The upper two levels are interconnected and have shared single access points on 7th Avenue. There are no gates currently in use. There are two booths, one located at the entrance to the first level and the other at the entrance to the upper two levels. During 2001, new interior lighting was installed, parking booths were installed, new striping was painted, and both inside

and outside walls were painted. Currently 215 monthly parking passes have been sold for use at this garage.

In addition to these two garage structures, small surface lots are also included. These lots include a 90-space lot located across NE Lloyd Blvd. from the OCC. This lot will be equipped with similar equipment to the garage and will be utilized as an overflow public parking area or OCC exhibitor parking. Another surface lot located across NE 1st from the OCC under I-5, which is leased from ODOT, is approximately 250 spaces to be used for multiple purposes. This lot is under a currently renegotiated lease with ODOT and operated by OCC for the duration of the lease. A third surface lot, located at the construction office on MLK Jr. Blvd. across from the OCC, is under a contracted arrangement with the Portland Development Commission, ending August 31, 2003, and is operated by OCC and is used for multiple purposes

P. Labor Projection

Staffing levels may include up to three (3) Supervisors; one to thirteen (1-13) attendants and directional support staff as deemed appropriate by event(s) requirements, arrival times and number of anticipated vehicles. Any or all locations may be open daily but will not necessarily require staff.

Estimated days, hours of operation, and anticipated labor hours based on a typical event year:

	Days	Hours	Attendants Hours	Supervisors Hours
OCC Garage	325	3,250	8,125	2,000
Metro Garage	300	3,000	3,000	250
I-5 Lot	275	2,750	500	50
Lloyd Lot	100	1,000	750	100
Const. Office Lot	100	1,000	750	50
Expo Center	150	3,700	3,700	1,500
Totals			16,825	3,950

Q. Scope of Work

MERC Shall:

1. Advise Contractor in advance of all scheduling needs for events requiring staffing for parking operations.
2. Supply parking receipts, passes and/or parking credentials when necessary for events and staff.
3. Have the sole and exclusive right to make all decisions concerning the operation of the parking facilities.
4. Lighting, signing, cleanup, snow removal, sanding, barricades, chains and posts, existing parking booths, stanchions and parking flags will be supplied, provided and maintained by MERC. The Contractor will assume responsibility for use of stated facilities and material in accordance with existing and necessary requirements as dictated by OCC staff. Modification to, replacement of, or addition to, of any aforementioned items must be approved by the OCC Parking Manager.

Contractor Responsibilities – Contractor Shall:

1. Provide qualified, competent and uniformed labor to staff the parking facilities at such times as the OCC or Expo may request. Such labor shall include, but not be limited to: supervisors, sellers, spotters and such other personnel as may be required to conduct the entering, parking, monitoring and exiting of vehicles in a fast and efficient manner.
2. A representative of the Contractor, with authority to make all decisions necessary for the staffing of the parking facilities, shall be in attendance at the OCC and the Expo to respond to MERC requirements for all parking-related labor at the facility.
3. Provide employees to work at the OCC and Expo facilities who have completed training for their duties under the Agreement acceptable to MERC management. The training shall include, among other things, courtesy to the patrons of MERC facilities; operation of parking equipment; the layout of the traffic patterns in the parking facilities at the OCC and the Expo and the employees' personal appearance, including uniforms for identification.
4. Provide labor to:
 - a. Collect and deposit all cash receipts received from parking during the event day to an account in the name of MERC or any other manner as may be directed by MERC.

- b. Provide labor to distribute: Daily, provide copies of deposit slips for all collections with Daily Record Form, Special Pass Record Forms and other supporting data as required.
 - c. Maintain sufficient reports to support revenue due. All such records shall be open to inspection at MERC request at all reasonable times.
 - d. Ensure that all vehicles entering the OCC and Expo parking areas are assessed at the prevailing parking rate except those vehicles that may be excluded as described in the following sections.
 - e. Be responsible for adequately recording entry or any special permits, passes, or other non-paid parking on special "record forms" supplied by the OCC and the Expo.
 - f. Adequately patrol authorized permit and restricted parking zones as designated by OCC or Expo management to insure that they are properly used in accordance with established OCC or Expo policies and regulations.
5. Special events may have the parking fee reduced for its attendees, as dictated by OCC or Expo management.
 6. Service vehicles, salespersons, or others entering the lot on official business may not be charged for parking and the accounting of such vehicles shall be recorded on forms supplied by the OCC or Expo.
 7. The Contractor will not supply any other special or reserved parking except that which is specifically approved by MERC.
 8. Counters, special pass record forms, total capacity and manual audits will be used to assure proper handling and accounting for parking revenues. The Contractor will be held responsible for any failure to account for all parking revenues received. Such procedures to be prepared by MERC and reviewed annually to adjust to business needs.
 9. Keep the OCC or Expo Parking Manager or designated representative informed of all significant complaints, problems or other areas of concern in relation to parking at MERC facilities.
 10. Contractor will be responsible for adherence to all existing or future policies or procedures established by MERC or its staff.
 11. Security or law enforcement on any of the parking areas managed by MERC is not the responsibility of the Contractor, but any unlawful, unusual or otherwise irregular act in these

areas must be reported by the Contractor's personnel to MERC when such act occurs.

12. The Contractor and the OCC Parking Manager will develop the parking operations at the Metro Garage based on the structure in its current state with the lack of equipment and entry control. The operational decisions may include the addition of equipment, pay boxes, staffing levels, hours of operation, handling of validations/passes and other duties as deemed necessary.
13. The Contractor, the OCC Parking Manager and Expo Parking Manager will develop the parking operations procedures that will best utilize available resources in an efficient and customer friendly manner at all MERC facility managed parking locations.

R. Supervision

The Contractor's employees shall at all times be under the supervision and control of the Contractor. The Contractor's employees, representatives and agents shall at all times comply with all MERC rules, regulations and orders pertaining to the operation of the OCC or Expo parking facilities. Upon written notice from the MERC General Manager, or his designee, that an employee is not acceptable to MERC, the Contractor shall discharge any such employee.

S. Accounting for Parking Revenue

The Contractor shall account to MERC each day for the operation proceeds of parking revenue received during that day. MERC shall have the right, at all reasonable times, to inspect all of the Contractor's records and all procedures used by the Contractor's employees in collecting parking fees under this Agreement including surprise audits.

T. Exclusive Right to Operate Parking Facilities

MERC shall have the exclusive right to establish the schedule of fees for parking at OCC or Expo parking facilities and for operation and management of the OCC or Expo parking areas as defined in the Scope of Work.

U. Withholding Taxes

The Contractor shall withhold all taxes and all other amounts required by federal and state laws to be withheld and paid from the Contractor's employees' salaries and wages.

Failure to comply with federal and state withholding laws at all times during the term of this Agreement shall be cause for immediate termination of this Agreement by MERC.

V. Notices

Notices by the Contractor to MERC regarding this Agreement shall be made in writing to the OCC in care of the Director.

Notices by MERC to the Contractor hereunder shall be in writing to

W. Employment Standards

The Parking Lot Labor Services to be performed under this Agreement shall be performed by carefully selected and trained employees in conformity with accepted parking lot operation practices and standards. The Contractor shall, upon request by MERC, remove from MERC premises any of the Contractor's employees who, in MERC's reasonable opinion, display improper conduct or are not qualified to perform the work assigned.

This shall include, but be not limited to: employees engaged in the use of alcohol or drugs, employees who have not received training as required in Section R, employees not properly identified or not in their assigned positions.

X. MERC Liaison and Reporting Relationship

The Contractor's reporting relationship with the MERC will be by the MERC designated representative specified by the OCC or Expo Parking Manager or by MERC. For auditing purposes, parking revenue receipts, forms and special pass record forms will be delivered to the MERC Accounting Department and/or Designated Representative within three (3) hours of the closing of any daily operation.

Exhibit "A"

Proposer's Qualifications

Parking Lot Labor and Limited Operational Management Services

Proposer's

Company Name:

Street:

City:

County:

State:

Zip Code:

Federal Tax Identification Number:

Form of Organization (individual, partnership or corporation):

State of Organization:

List the names and addresses of all stockholders owning more than ten percent (10%) of the corporation's common stock:

If partners, list all:

Proposal prepared by:

Name:

Title:

Date:

Exhibit "B"

Questionnaire

Parking Lot Labor and Limited Operational Management Services

1. State your experience in the operation of public automobile parking facilities. Give your responsibilities and duration of each. Also list any automated equipment and parking related software currently being used by your company.
2. State the experience of your proposed on-site supervisors in the operation of public automobile parking facilities; provide years of experience, job sites and responsibilities including automated parking equipment being used.
3. List the persons, firms, and/or agencies with whom you currently have arrangements or agreements for the staffing or operation of public automobile parking facilities.
4. List the locations at which you staff, operate or have operated public automobile parking facilities. State the number of parking spaces available and the gross volume of business at each facility from such operation for your last fiscal period and the dates of said period.
5. State the number of persons employed by you who are engaged in the operation of public parking facilities.
6. Describe how you propose to provide labor services to the OCC and Expo parking facilities.
7. Describe your internal audit procedure for handling parking receipts, passes, cash and deposits.

Exhibit "C"

Financial Proposal

Parking Lot Labor and Limited Operational Management Services

The undersigned hereby proposes to provide labor services to the OCC and Expo parking facilities for the Metropolitan Exposition Recreation Commission (MERC) in accordance with the MERC Request for Proposals, Instructions to the Proposers, and the Parking Lot Labor and Limited Operational Management Services Agreement in consideration for a flat rate equal to _____ (\$ _____) per labor hour for a Supervisor and a flat rate equal to _____ (\$ _____) per labor hour for all other labor services during the times that our personnel conduct parking operations pursuant to this Agreement.

Dated:

Proposer:

Authorized Agent:

Address:

Telephone:

Agreement

Parking Lot Labor and Limited Operational Management Services

This Agreement is made _____, 2002, to be effective _____ by the Metropolitan Exposition Recreation Commission (MERC) and _____ (Contractor).

WITNESSETH

The Contract Documents together form the Agreement between Commission and Contractor. All determination of the precedence of, discrepancy in, or conflicts regarding the Contract Documents shall be made by Commission, but, in general, precedence will be in accordance with the following list with the highest precedence item at the top.

1. Parking Lot Labor Services Agreement
2. The Contractor's proposal dated _____, which was accepted by MERC at its meeting on _____ (Exhibit A).
3. Proposal Documents for Parking Lot Labor and Limited Operational Management Services for the Oregon Convention Center and the Portland Metropolitan Exposition Center, prepared by the Oregon Convention Center dated _____ (Exhibit B)
4. Contractor shall provide MERC with Workers' Compensation coverage for all Contractor's employees as provided by ORS 656.407.

IN CONSIDERATION of the services to be performed by the Contractor and the amount to be paid by MERC all as specified below, it is hereby agreed:

Scope of Services

1. Contractor shall provide qualified, competent and uniformed labor to operate the parking facilities at the OCC and the Expo at such times as event requirements, Licensees or OCC or Expo management may request. Such labor shall include, but not be limited to, supervisor, sellers, spotters, traffic directors and/or other related personnel to conduct fee collection, entering and parking of vehicles in a fast, safe and efficient manner.

Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations and orders for operation of the OCC or Expo. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from General Manager or his designee that such person is not acceptable to the OCC or Expo management. Contractor's duties of defense and indemnification, set out below shall extend to any actions, remarks, or claims brought by or on behalf of any persons discharge pursuant to this paragraph.

2. Contractor shall comply, to the maximum extent possible, with the goal of providing the target area the first opportunity to available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center site. Contractor must also cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist and, if necessary, train such persons to qualify for and receive employment with Proposer. Contractor must document and report to MERC every six months on the implementation of these requirements.

Target Area Boundary Designation:

North Boundary: Columbia Boulevard

East Boundary: 42nd Avenue

South Boundary: Banfield Freeway, I-84

West Boundary: Chautauqua Avenue to Willamette Boulevard to include Columbia Villa by designation [Portsmouth and Willis]; follow the Willamette River and Greeley Avenue by Fremont Bridge; west on Fremont Bridge to Albina Community and Northwest Target Area boundaries but continue south along Willamette River to I-5 and I-84. (A map of the target area is available upon request from MERC).

Target Area Definitions:

First Opportunity: The Contractor will conduct an aggressive advertising and outreach program intended to inform economically disadvantaged residents in the target area of job opportunities. When an applicant pool is identified, economically disadvantaged residents of the target area will be considered first. If a qualified applicant is identified, that applicant will be appointed. If no qualified applicants are identified from the target area, individuals outside the target area will be considered for open positions.

Compensation Schedule

MERC shall pay to Contractor, as consideration for the services to be performed under this Agreement, a flat rate equal to _____ (\$ _____) per labor hour for a Supervisor and a flat rate equal to _____ (\$ _____) per labor hour for all other labor services.

Payment due Contractor shall be made monthly.

Contractor shall deposit, on a daily basis, one hundred (100) percent of the gross parking revenue received that day in an account approved by MERC and in accordance with procedures specified by MERC.

Gross revenue shall include all parking fees collected by Contractor's employees and shall include event, exhibitor and overnight parking.

Term of Agreement; Termination

1. The term of this Agreement shall be for three (3) years beginning on April 1, 2002 and ending on March 31, 2004.
2. MERC shall have the right to terminate this Agreement for convenience upon giving the Contractor thirty (30) days written notice of its intention to do so. Upon the giving of such notice, this Agreement shall terminate on the date specified in the notice.
3. MERC shall have the option to renew this Agreement for two one-year term not to exceed a total contract term of five (5) years:
 - a. The renewal term shall commence on the day following the date of termination of the preceding term.
 - b. The option may be exercised by written notice to the Contractor given not less than 30 days prior to the expiration of the current term of this Agreement. The giving of such notice shall be sufficient to make this Agreement binding of the renewal term without further act of the parties.
 - c. Compensation rate(s) shall be increased for the renewal term by the increase (if any) in the Portland CPI for the period April 1, 2002 – March 31, 2004, plus any state or federally mandated increases in the applicable minimum wage which take effect between April 1, 2002 and March 31, 2004.

Insurance:

Comprehensive or Commercial General Liability: Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of the Agreement, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided in the Agreement plus products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000. The parties agree that these limits of liability coverage in no way limit Contractor's duty of defense and indemnification.

Workers' Compensation: Contractor shall obtain Workers' Compensation coverage for all Contractor's employees as provided by ORS 656.407.

Additional Insured: The liability insurance coverage required for performance of the Agreement shall include, by endorsement, Metro and the Metropolitan Exposition Recreation Commission (MERC) and their officers, employees, agents and members as Additional Insured. No changes or cancellation can be made without 30 days prior written notice to MERC.

Indemnity/Hold Harmless: Contractor agrees to defend, indemnify and hold harmless Multnomah County, Metro, the Metropolitan Exposition Recreation Commission and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney fees), including claims of employees, contractors, subcontractors, guests, and express or implied invitees, or exhibitors, including claims based on whole or in part upon negligence of Commission or others.

Automobile Liability Insurance: Contractor shall obtain automobile liability insurance with limits not less than \$500,000 for each occurrence, combined single limit for bodily injury and property damage.

Employee Dishonesty Bond: All persons handling money in performance of the Agreement shall be bonded in an amount not less than \$10,000.

Assignment:

The parties acknowledge that the Contractor has been selected for its unique abilities through a public competition, and therefore the Contractor may not subcontract or assign this contract nor transfer any interest therein to any third party without the prior written consent of MERC. Any attempted assignment, subcontract or transfer without such written prior approval shall be null and void.

The Contractor's Employees Not Commission Employees

The Contractor is engaged as an independent Contractor and will be responsible for any federal, state and City statutes, ordinances and regulations.

Maintenance of Records:

At all times during the term of this Agreement, the Contractor shall maintain accurate payroll and accounting records to support its billings to MERC. Payroll records shall be maintained in such a way to provide easy comparison with the corroboration of event staffing levels. MERC or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the contractor regarding its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

- a. MERC, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by this Section.
- b. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to MERC plus accrued interest at existing prime rate plus 4%, starting from original due date of said payments.
- c. To the extent that Contractor holds MERC funds for any period of time pursuant to this Agreement, Contractor shall at all times act in a fiduciary capacity.

Relationship of the Parties:

The Commission and the Contractor have entered into this Agreement for the purpose of establishing an independent contractor relationship between the Commission and the Contractor. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. In the event that any governmental authority of competent jurisdiction determines that Contractor has a leasehold interest in any of Commission's facilities. Contractor shall be responsible for payment of any property or other taxes, which may result. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the Parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the Commission, its successors or assigns on the one part, and the Contractor, its successors or assigns on the other part.

Powers Reserved to the Commission:

In the event of a dispute between the Contractor and the Commission, the decision of the Commission and/or its designee(s) concerning the operation or management of the OCC shall be final and binding on both Parties. By way of illustration and not as a limitation, the reserved powers of the Commission include:

- a. The final determination of all policies and procedures relative to the operation and management of the Oregon Convention Center or the Portland Metropolitan Exposition Center.
- b. Sole discretion to cancel, terminate, or interrupt any event, and cause the patrons to be dismissed during any event. The Commission shall not be liable to the Contractor or any third parties for any loss of cost occasioned by any such determination or action by the General Manager, the OCC Director, Expo Director or their designee(s) taken in good faith for the benefit or protection of the Commission, the OCC, the Expo, and the public generally.
- c. The power to terminate this Agreement for convenience upon 30 days notice as specified herein.
- d. The Commission may, at its discretion, conduct a performance review and/or audit of Contractor's compliance with this Agreement on an annual basis or more frequently as appears necessary to the Commission or its designee(s).

Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto during the terms of this Agreement or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the Parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person). Contractor is advised to give each insurance company written notice of the terms of such waiver, and to have insurance policies property endorsed, if necessary.

Non-Discrimination:

Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or

persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

Impossibility:

The Commission shall not be liable for failure to perform as agreed herein where such performance is rendered impossible or financially impractical due to labor strikes, walkouts, acts of God, inability to obtain necessary materials, products and services, civil commotion, fire, casualty, or similar cause beyond the control of the Commission.

Default by Contractor:

Contractor shall be in default of this Agreement if Contractor fails to pay any amounts due under the Agreement or any other written agreement between Contractor and Commission, breaches any provisions of this Agreement or any other written agreement between Contractor and Commission, including transfer or funds and maintenance of required insurance in strict accordance with this Agreement, violates any applicable laws or ordinances, violates any Commission rules or policies, or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon such default by Contractor, the Commission may have one or more of the following remedies, in its sole discretion:

- a. Terminate the Agreement by giving the Contractor written notice of such termination, without the necessity of the 30 days notice, which is required for a termination for convenience, which shall not excuse breaches of the Agreement, which have already occurred.
- b. Pursue any other remedies available to the Commission either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.
- c. Commission shall have the right, without resorting to any legal action, to withhold from any and all sums, receipts or deposits which may be in the possession of the Commission for or on behalf of Contractor, such sums as are necessary, in Commission's sole opinion, to apply to any claims Commission may have against Contractor, or to protect Commission against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement.
- d. Commission may, at its sole option, also terminate any other contract(s) with Contractor.

Severability:

If any provision of this Agreement or any incorporated documents shall be declared invalid or unenforceable, the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law.

Waiver:

The failure by the Commission to insist upon strict and prompt performance of the terms and conditions of this Agreement shall not constitute a waiver of the Commission's right to strictly enforce such terms and conditions thereafter. No waiver by the Commission of any default shall operate as a waiver of any other default on a future occasion or the same default. No delay or omission by the Commission in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

Delivery of Notices:

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:

To the Commission: Metropolitan Exposition Recreation Commission
Attn: General Manager
PO Box 2746
Portland, Oregon 97208

Copy to: Oregon Convention Center
Attn: Director
PO Box 12210
Portland, Oregon 97212

Copy to: Portland Metropolitan Exposition Center
Attn: Director
2060 N. Marine Drive
Portland, Oregon 97217

Copy to: Metro Regional Center
Attn: Office of General Counsel
600 NE Grand Avenue
Portland, Oregon 97232

To Contractor:

Miscellaneous:

- a. Contractor's Assumption of Responsibility. The Contractor expressly assumes full responsibility for all persons connected with Contractor's performance of its duties under this Agreement, including all its employees, agents, members, invitees and contractors.
- b. Time is of the Essence. Time is of the essence to this Agreement.
- c. Entire Agreement. Except as specifically provided herein, this document contains the complete and exclusive agreement between the Parties and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all Parties hereto.
- d. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the extent of any provision thereof.
- e. No Third Party Beneficiaries. This Agreement is not intended to benefit any individual, corporation, or other legal entity other than Commission and Contractor. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any other parties in any proceeding whatsoever.

Modification and Amendment:

The Agreement may not be modified or amended except in writing signed by both parties.

Executed in Four Copies on _____.

Contractor

**Metropolitan Exposition
Recreation Commission**

Chair

Secretary/Treasurer

**Approved as to Form
Daniel B. Cooper, General Counsel**

**By: Kathleen A. Pool
Senior Assistant Counsel**

MERC STAFF REPORT

Agenda Item/Issue: Authorizing staff to issue a Request for Proposals for parking lot labor and limited operational management services at MERC managed facilities' lots and other parking associated with its facilities.

Resolution No.: 02-03

Date: January 23, 2002

Presented by: Jeffrey A. Blosser,

Background and Analysis: OCC acquired the management of the Metro garage and the Sizzler property when the OCC expansion removed all parking on site. The Parking Services contract, which OCC assumed from Metro, expires March 2002 and the current OCC Parking Labor Contract expires in March 31, 2002. The Expo Center parking lot labor services contract will expire June 30, 2002. The Expo parking services will become a part of the new contract in July of 2002. OCC will have its new garage partially open in April of 2002. It is anticipated that the result of this RFP is to have one labor contractor to provide services for all MERC managed parking operations beginning April 1, 2002.

Financial Impact: Costs will be on an hourly basis as proposed by the successful contractor and budgeted annually for MERC approval through the budget process.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission approve issuance of a Request for Proposals for parking lot labor and limited operational management services at MERC facilities' managed lots and other parking associated with its facilities.