



**METRO**

PEOPLE PLACES

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**RFP 10-1607-PES**

**METRO LAKE HOUSE EVENT MANAGEMENT, MARKETING AND CATERING**

**Metro Parks & Environmental Services**

600 N.E. Grand Avenue  
Portland, OR 97232  
(503) 797-1700

**Project Manager:**

Mike Brown  
Property Stewardship Director  
(503) 797-1509  
[mike.brown@oregonmetro.gov](mailto:mike.brown@oregonmetro.gov)

Notice is hereby given that proposals for RFP 10-1607-PES for: Metro Lake House Event Management, Marketing and Catering shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232 until 3:00 p.m., Wednesday, April 28, 2010. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

# Request for Proposals (RFP 10-1607-PES)

## Metro Lake House Event Management, Marketing and Catering

### I. INTRODUCTION

The Parks & Environmental Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for event management, marketing and catering at the Lake House. Proposals will be due no later than 3:00 p.m., Wednesday, April 28, 2010 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

A mandatory pre-proposal conference is scheduled for April 15, 2010 at 10:00 a.m. at the Lake House, 21160 N.E. Blue Lake Road, Fairview, Oregon. All proposers are required to attend.

Details concerning the project and proposal are contained in this document.

### II. BACKGROUND/HISTORY OF PROJECT

The Lake House, situated within the Blue Lake Regional Park, is located at 21160 N.E. Blue Lake Road, Fairview, Oregon. Since 1983, The Lake House has been in operation as a meeting and wedding facility. Prior to 1983, the facility had been used as a single family residence. In 1987, the Lake House underwent site improvement including a separate entry, 70 car parking lot, courtyard, and landscaping.

Traditionally, event bookings have been primarily spring and summer, centered on evenings and weekends. Below represents the historical number of scheduled events and facility rental fee revenue:

Type of Event	2006	2007	2008	2009
Weddings/Receptions	30	34	35	15
Meetings	7	5	2	1
Picnics/Parties	4	1	3	3

Revenue*	2006	2007	2008	2009
Facility Rental Fee excludes Catering Fees	\$39,043	\$24,219	\$34,002	\$14,438

\*Facility Rental Fees vary based on season and time of day.

Additionally, there are no current bookings for the next 6 months because of anticipated construction at Blue Lake Regional Park. This construction project has been delayed and the Lake House is now available for bookings.

### III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from motivated firms and/or individuals who can demonstrate a high level of experience, creativity and professionalism in managing, marketing, catering and maintaining a meeting and wedding facility. Metro is seeking a motivated firm that can aggressively market and promote the use of the facility and thereby increase annual bookings. Metro would like to further promote midweek, midday and year-round events.

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

#### Contractor Responsibilities

##### A. Management of Lake House

1. Provide event management for scheduled events between the hours of 8:00 a.m. to 10:00 p.m., Sunday through Saturday.

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2. Be consistently available by telephone and e-mail to schedule appointments and show the Lake House to potential clients for events, including but not limited to weddings and rehearsals, receptions, parties, meetings, seminars and other income producing events. Be available to show the Lake House on weekdays and weekends, depending on bookings, while consulting with and assisting clients in the use of the Lake House.
  3. Offer and provide catering services to clients. Metro is committed to sustainable food practices. When feasible, Contractor should offer sustainable food products including locally produced, organic and/or third party certification for sustainably grown foods. In addition, the practice of waste prevention in the areas of reusable food serviceware, packaging reuse/takeback and recycling/composting should be considered.
  4. Be available for timely delivery/pick-up of support components and services, (e.g., food, beverages/dispensers, tents, chairs, tables, linens, etc.), hired by clients.
  5. Supervise events with on-site staff, and secure the Lake House after events.
  6. Maintain the Lake House's interior specifically including the kitchen, bathrooms, windows, floors, and drapes in a very clean, sanitary, and attractive condition, and limited exterior maintenance including litter removal and window cleaning before and after each event.
  7. Contract with clients and collect rental facility fees for use of the Lake House. (See Attachment A – Rental Fees and Information)
  8. Manage the client contracts and financial aspects in regards to the use of the Lake House.
  9. Develop and implement a marketing plan for the Lake House. That plan shall include advertising, public relations, telemarketing, and/or collateral materials. The plan's objectives are to increase weekday and off-season usage and increase gross receipts. The plan will be subject to the approval of Metro.
  10. Provide sufficiently trained and knowledgeable staff so as to satisfactorily perform all required Lake House services. They shall maintain a clean and neat appearance, dressed in a uniform and must be professional and courteous towards the public as well as Metro staff.
- B. Fee Collection, Disbursement & Reporting –
1. Contractor shall be responsible for management of revenue, customer billings, and revenue disbursements.
  2. Contractor shall be responsible for collection of all security deposits, rental fees and additional charges as outlined in Attachment A – Rental Fees and Information.
  3. Contractor shall be responsible collection of catering and set-up/take-down/event cleaning services fees.
  4. By the tenth (10th) of each month, Contractor shall deliver or mail copies to Metro of executed Lake House rental agreements from the previous month.
  5. By the tenth (10th) of each month, Contractor shall pay Metro according to the agreed upon financial compensation for events booked and held, facility rental fees, security deposits, additional rental fee charges, unrefunded security deposits and percentage of catering and set-up/take-down and cleanup services fees provided from completed events. **If payment is received after the tenth (10th) of the month, then a 1 1/2% monthly interest rate will be charged for late payment.**

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6. Contractor shall keep accurate and up-to-date records of all transactions relating to Lake House business activities, including events scheduled, held and cancellations. Contractor shall submit electronically a report on financial and facility activities to Metro on the tenth (10<sup>th</sup>) day following the end of each month. Contractor shall provide reconciliation for client contracts. Client contracts shall be pre-numbered and all pre-designated numbers shall be accounted for in the reconciliation. In addition, the Contractor will provide the names of the event/catering clients (See Attachment B - Reconciliation Example).
7. The Income Statement (Gross Revenues and Gross Expenditures) shall be submitted electronically on an accrual basis by complete month by the tenth (10<sup>th</sup>) day of the following month.
  - Gross Revenues
    - Cash, Check, Credit Card and any adjustments listed by client name and date received. Each adjustment must be accompanied by an explanation.
    - A report (or Contractor bank credit card statement) listing the individual client's credit card transactions for that month as proof of the transactions.
  - Gross Expenditures
    - Expenditures incurred by the Contractor in fulfilling this contract will be documented and submitted monthly and itemized by vendor and date. This includes all expenses associated including labor and other services for the managing, marketing and catering of the Lake House.
    - All expenditure must be supported by documentation (invoices, internal work orders, etc.)
8. Deliver, mail, email or fax to Metro, by the twenty-eighth (28th) of each month, a copy of the following month's confirmed events, complete with dates and times.
9. Contractor shall automatically return security deposits directly to clients, unless client failed to meet requirements, within three weeks following the event.
10. Metro shall have direct access to all Contractor books, documents, papers and records as are directly pertinent to the executed contract between Metro and Contractor for the purpose of making audit, examination, excerpts and transcripts. Contractor shall conduct an internal audit annually and provide Metro with a copy of the audit report. Metro retains the right to perform an external audit at their expense and at the time of their choosing.

### C. Contract Term

1. The contract term shall be May 2010 through April 2011. At Metro's discretion, the contract may be extended for four (4) one-year extensions. Metro shall require a 6-month review and evaluation on the Contractor's performance. Based on the results of the evaluation, Metro reserves the right to implement an Incentive Program based on increased revenue generated by the Contractor.
2. Contract may be terminated either by Metro or the Contractor upon thirty (30) days written notice by either party. However, the 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.)

### D. Security and Safekeeping:

1. The safekeeping of Contractor property shall be at the Contractor's risk and expense. Contractor assumes full liability and risk for all Contractor property and waives any claims against Metro, 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.

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3. Contractor acknowledges responsibility for liability arising out of the performance of the signed Agreement, and shall hold Metro, its Councilors, departments, employees and agents harmless from and indemnify same for any and all liability, settlements, losses, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

### E. Licenses and Code Compliance:

Contractor shall obtain and maintain all required licenses for operation of a 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 C).
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 food preparation and handling laws, including all staff being in possession of all required certificates to handle food preparation and service.
4. Contractor shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 to the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. Metro shall maintain copies of said laws and regulations on file with its duly appointed Affirmative Action Office.

### F. Insurance:

1. In addition to the required insurance in the attached personal services agreement, Contractor shall obtain the following:
  - Contractor shall carry "all risk" property insurance on Contractor's property and hereby waives all rights of subrogation against Metro for any loss of Contractor's property, however caused. Metro hereby waives its subrogation rights against the Contractor except for claims under \$100,000 caused by the negligence of Contractor and/or users.
  - If Contractor serves alcohol, a liquor liability policy must be purchased in the minimum amount of \$1,000,000 and Metro listed as an additional insured as stated above.

### Metro Responsibilities:

1. Metro shall provide landscaping and landscape maintenance, to keep the grounds of the Lake House in attractive condition excluding litter removal before and after each event.
2. Metro shall maintain window-coverings and general maintenance in and around the building excluding window cleaning before and after each event.
3. Metro shall provide usual and customary janitorial supplies. This shall include paper products, hand soaps, and floor, window and general cleaning supplies. All supplies shall be certified as Green Products.

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4. Metro shall provide kitchen appliances, tables and chairs in a safe and operable condition. This shall include:
  - Ten (10) 60-inch round tables
  - Eleven (11) 6-foot rectangular tables
  - Four (4) 8-foot rectangular tables
  - Three (3) 4-foot tables
  - Three (3) outdoor picnic tables
  - One Hundred (100) wooden folding chairs
  - Seventy (70) metal frame chairs
  - Ice machine
  - Two refrigerators
  - Stove/oven (for reheating only)
  - Stainless steel coffee urn
  - Microwave
5. Metro shall provide parking areas for clients and up to 70 guest's vehicles.
6. Metro shall provide reasonable security services for the Lake House premises during scheduled park hours when the Lake House is not booked for an event.
7. Metro shall keep the Lake House building structurally sound.
8. Metro shall provide electric power, heat, water and sewer services to the Lake House.
9. Metro shall provide garbage and recycling receptacles and garbage and recycling removal service.
10. 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.
11. Metro shall provide adequate supply of rental agreements forms and information sheets.
12. Metro departments and Metro Council may use the Lake House for weekday functions up to two times per month, at no charge. These in-house events shall not impact the Contractor's scheduled events; every effort will be made to communicate all Metro meetings well in advance. The Contractor is responsible for coordinating the reservation of the Lake House for Metro functions.
13. 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.
14. Metro shall provide a Yellow Pages phone number listing and information posting on the Metro website.
15. Metro shall offer guidance on development of all final promotional and business plans. Metro shall also review and approve all promotional strategies prior to implementation.

#### **IV. QUALIFICATIONS/EXPERIENCE**

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described: Proposers shall have the following experience:

- Minimum of five (5) years relevant experience in profitably marketing and operating a meeting/wedding facility, concessions and catering.
- Experience in sales/business operations and working with clients in a highly seasonal facility.
- Knowledge and the ability to promote the Lake House.
- Ability and resources to hire and train a highly motivated staff to offer excellent customer service.
- Proven experience providing high quality food and beverage products and services.

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### V. PROJECT ADMINISTRATION

Project manager for Metro shall be Scott Paskill, Metro Blue Lake Park Manager. The Contractor shall provide one single person as project manager to work with Metro.

### VI. PROPOSAL INSTRUCTIONS

#### A. Submission of Proposals:

Five (5) copies of the proposal shall be furnished to Metro, addressed to:  
Metro  
Parks & Environmental Services  
600 NE Grand Avenue  
Portland, OR 97232-2736  
Attn: Mike Brown, RFP 10-1607-PES

#### B. Deadline:

Proposals will not be considered if received after 3:00 p.m., April 28, 2010.

#### C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Mike Brown at (503) 797-1509 or [mike.brown@oregonmetro.gov](mailto:mike.brown@oregonmetro.gov). Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after April 22, 2010.

#### D. Information Release:

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

#### F. Minority, Women and Emerging Small Business Program:

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232 (503) 797-1816.

### VII. PROPOSAL CONTENTS

The proposal should contain no more than 10 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.  
— 1 page

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe. Include a proposed work plan and schedule. Provide sustainability activities of your firm including sustainable or environmentally friendly activities.  
— 3 pages

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- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The Contractor must assure responsibility for any subcontractor work and shall be responsible for the day-today direction and internal management of the contract effort.

— 1 page

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

— 2 pages

- E. Financial Compensation: The proposal shall contain the financial compensation. This should be expressed in the following terms:

- Percentage of Catering and Set Up/Take Down, Cleaning Services Fees paid to Metro
- Percentage of Facility Rental Fees retained by Contractor

— 1 page

- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP and attached personal services agreement are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

— 1 page

- G. Diversity in Employment and Contracting: Include what efforts have been made by your firm on past projects to ensure a diverse workforce, including policies and practices to promote the hiring of women and ethnic minorities. Additionally, list what programs and outreach efforts have been made in on past projects to promote the use minority, women and emerging small businesses in your contracting and procurement processes. List any outreach efforts and/or sub-consultants to be utilized on this project.

— 1 page

### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of 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 waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

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- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov).
- F. 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 venture 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.

- G. 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.
- H. 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 Contractor assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- I. 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.

### IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

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- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	30%
<ul style="list-style-type: none"><li>• Demonstration of understanding of the project objectives</li><li>• Event Management Plan</li><li>• Marketing Plan</li></ul>	
Experience	35%
<ul style="list-style-type: none"><li>• Experience with similar venues</li><li>• Marketing experience</li><li>• Catering experience, if applicable</li><li>• Staff experience, if applicable</li></ul>	
Financial Compensation	30%
Diversity in Employment and Contracting	5%
<ul style="list-style-type: none"><li>• Policies and practices that promote a diverse workforce</li><li>• Use of MWESB contractors and suppliers</li></ul>	
	100%

## X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

## XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

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# Request for Proposal (RFP 10-1607-PES)

Contract # \_\_\_\_\_

## PERSONAL SERVICES AGREEMENT

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

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

1. Duration. This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
    - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
  - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
  - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
  - e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in



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any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS



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279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

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

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

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

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

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

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

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

\_\_\_\_\_  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

METRO  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



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## Attachment A – Rental Fees and Information

### Weekdays

Monday through Friday, days (3-hour minimum)	10 a.m. to 5 p.m.	\$45 per hour
Monday through Thursday, evenings (3-hour minimum)	5 p.m. to 11 p.m.	\$65 per hour

### Weekends (April 1 through October 31)

Friday evening	5 to 11 p.m.	\$1,085
Saturday day	10 a.m. to 4 p.m.	\$1,200
Saturday evening	5 to 11 p.m.	\$1,200
Saturday all day	10 a.m. to 10 p.m.	\$1,750
Sunday day	10 a.m. to 4 p.m.	\$1,085
Sunday evening	5 to 11 p.m.	\$1,085
Sunday all day	10 a.m. to 10 p.m.	\$1,625

### Weekends (November 1 through March 31)

Friday evening	5 to 11 p.m.	\$765
Saturday day	10 a.m. to 4 p.m.	\$865
Saturday evening	5 to 11 p.m.	\$865
Saturday all day	10 a.m. to 10 p.m.	\$1,250
Sunday day	10 a.m. to 4 p.m.	\$765
Sunday evening	5 to 11 p.m.	\$765
Sunday all day	10 a.m. to 10 p.m.	\$1,135

### Extended Hours

Additional hours between 9 a.m. and midnight can be added to your event by arrangement for an added cost of \$110 per hour. Wedding rehearsals (up to one hour) can be arranged for an additional \$85.

### Security deposit and charges

A refundable \$300 deposit will be collected to cover any charges for damages or overtime. Events that go over more than 15 minutes over their scheduled time are charged \$110 per hour.