



---

# Blue Lake Boat Concessions

## RFP 11-1865

### **Metro Parks & Environmental Services Department**

600 NE Grand Ave.  
Portland, OR 97232  
503-797-1700

### **Project Manager**

Dan Kromer  
dan.kromer@oregonmetro.gov  
503-797-1844

### **Department Procurement Staff**

Kim Bardes  
kim.bardes@oregonmetro.gov  
503-797-1783

Notice is hereby given that proposals for RFP 11-1865 for Blue Lake Boat Concessions shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on April 21, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.

# Request for Proposals - Informal (RFP 11-1865)

---

## 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 Blue Lake Boat Concessions. Proposals will be due as indicated on the RFP cover page.

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

## II. BACKGROUND/HISTORY OF PROJECT

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

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

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

### Rentals

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

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

### Maintenance of Metro Areas

Contractor shall maintain boat concession interior service areas, docks and shore in a safe, clean and attractive condition. During operating hours and at closing, concession staff daily will keep shoreline, docks, watercraft, buildings, ramp and service areas free of garbage/litter, and other obstacles. Concrete ramp/walkways will be swept of accumulated sand/rocks at least once per day and more if needed. All windows will be cleaned, inside and out, once per week and more if needed. Beach will be weeded once per season with additional control as needed (only manual methods are to be used).

Inspect all floating docks and gangways daily for protruding nail heads, loose and/or missing pins, damaged or missing boards, worn/frayed mooring lines, loose/broken bull-rails and missing bumpers. If corresponding repairs are beyond the ability of concession staff, then Contractor shall contact the Parks & Visitor Services Manager.

### Additional Equipment

Contractor shall provide all additional equipment necessary to efficiently and safely operate the concession and any other support services, including but not limited to: cash register; bull horn; maintenance/repair tools; three (3) throw bags (1 per patrol boat, 1 at the office); three (3) first aid kits and space blankets (1 per patrol boat, 1 at the office); three (3) fire extinguishers, inspected/serviced annually, (1 per patrol boat, 1 at the office; two (2) sets of binoculars (1 for patrol boat, 1 at the office); and two (2) 2-way radios compatible with park staff (1 for patrol boat, 1 at the office). Radios shall be used for enforcement and emergencies only, especially when park staff assistance is warranted. The Parks & Visitor Services Manager or designee will instruct concession personnel on

## Request for Proposals - Informal (RFP 11-1865)

---

proper radio procedures. Upon termination of concession contract, Contractor shall remove appropriate crystal and keep radios or give consideration to Metro to purchase units.

Contractor shall maintain all equipment in a safe, usable and attractive condition. Contractor shall conduct weekly inspections of all equipment, (i.e. rental watercraft, patrol boats/motors, personal floatation devices, paddles/oars, etc.). Any item found in a condition that would compromise the safety of employees and/or patrons will be immediately removed from service until repairs or replacement. Metro reserves the right to conduct its own inspections with authority to remove from service a piece of equipment deemed to be unsafe or in poor condition.

Contractor is responsible for off-season equipment storage. There is no availability of boat storage within any park building. Security of equipment left on-site shall be the responsibility of the Contractor.

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

### Personnel

Contractor shall hire sufficient personnel to staff concession complex and safety equipment (i.e. at least one patrol boat operating at all times, one employee to assist patrons). Every patrol boat operator shall hold a valid Oregon Boaters Education Card as prescribed by law if they operate motorboats. Personnel shall be knowledgeable in state and local rules and park regulations. Metro will provide a staff-orientation session and/or handouts upon request.

Contractor shall designate one person who shall be qualified by virtue of previous training and experience, and approved by the Parks & Visitor Services Manager, to be responsible for concession operations and notify park personnel of any emergencies.

At least one employee shall be available during concession business hours who is trained and certified in lifesaving, first aid, and CPR techniques and boating safety. This person is required to possess a valid Oregon Boaters Education Card if prescribed by law.

Concession employees shall, at all times, be polite and courteous to park patrons and park employees. Boat Concession staff must be neat and clean in appearance at all times. To enhance public relations and professional appearance, Contractor shall select/provide uniform shirts consistent in style, color and fabric. Employees shall not disturb or offend customers or interfere with events in progress, or use improper language or act in a loud or boisterous manner.

### Records, Reports, Payments to Metro and Cash Management

Contractor shall keep complete and accurate records of all business transactions. Monthly reports and payments must be submitted to the Parks & Visitor Services Manager, or designee, by the tenth (10<sup>th</sup>) of each month for the preceding month's operations. The specific type(s) of reports will be determined during actual contract negotiations.

Payments are to be made payable to "Metro Parks," and submitted to Metro Parks & Environmental Services, 600 NE Grand Ave., Portland, OR 97232-2736 or turned in to the Parks & Visitor Services Director at the Blue Lake Park office at 20500 NE Marine Dr., Fairview, OR 97024.

Contractor shall supply to Metro annual certified financial statements of concession profits and losses, and a copy of Contractor's federal income tax filing covering income as a result of the boat concession contract.

Metro shall have direct access 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. Contractor shall provide Metro with certified copies of all internal and external audits that Contractor conducts, on Metro activities, at their expense.

## Request for Proposals - Informal (RFP 11-1865)

---

### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have five (5) years of experience operating boat rental concessions.

### V. PROJECT ADMINISTRATION

Dan Kromer is the project manager for Metro. Proposer shall identify one point of contact for the resulting contract.

### VI. PROPOSAL INSTRUCTIONS

#### A. Submission of Proposals

Four (4) copies of the proposal shall be mailed or hand-delivered to Metro, addressed to:

Metro Parks & Environmental Services Department  
Attention: Dan Kromer, RFP 11-1865  
600 NE Grand Avenue  
Portland, OR 97232-2736

Proposals can also be faxed or emailed to the following:

503-797-1795 Fax  
dan.kromer@oregonmetro.gov

#### B. Deadline

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

#### 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 Dan Kromer, dan.kromer@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 3:00 p.m. on April 15, 2011.

#### 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.

#### E. 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, 503-797-1648.

## Request for Proposals - Informal (RFP 11-1865)

---

### 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 and budget. Include a proposed work plan and schedule. 2 pages
- 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. 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-to-day direction and internal management of the contractor effort. 2 pages
- 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. 1 page
- E. Compensation: Propose the revenue percentage (%) that Metro will receive from all monthly gross sales of products, rental of boats or equipment in addition to the 7.5% excise tax and 7.5% concession fees. Metro imposes a 7.5% excise tax on all gross product sales, rental fees and services charges. Metro also imposes a 7.5% concessions fee on gross sales minus the Metro excise tax. Requested expenses should also be listed. 2 pages

Contractor shall propose any additional services to be provided through the concession franchise with the % percentage of gross receipts accruing to Metro. Such goods and services, their sales price and display are subject to Metro approval.

- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
  - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
  - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable. 1 page
- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed

# Request for Proposals - Informal (RFP 11-1865)

---

during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear. 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. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor 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.
- 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).

## 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. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.
- 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	
	1. Demonstration of understanding of the project objectives	20%
	2. Performance methodology	15%
—	Project Staffing Experience	
	1. Project manager	15%
	2. Project staff	15%



600 NE Grand Ave.  
Portland, OR 97232-2736  
503-797-1700

## Request for Proposals - Informal (RFP 11-1865)

---

	Diversity in Employment and Contracting	
	1. Diversity in the workforce	5%
	2. Diversity in contracting	5%
	3. Diversity of firm	5%
—	Compensation	
	1. Proposed Revenue Percentage	20%
		100%

### X. **NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**

The attached agreement is a standard contract 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. Any suggested revisions to these contract terms must be included in the Proposal. Metro shall not be required to consider issues raised during contract award.

# Personal Services Agreement

**For Personal Services up to \$50,000**

Metro Contract No. XXXXXX

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 Company Name, referred to herein as "Contractor," located at address, City, State Zip.

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 Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment 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. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
  - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
  - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
  - (d) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

4. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
5. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.
6. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

# Personal Services Agreement

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 without Metro's written consent.
13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) 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.

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

