

Parking Lot Operations – Oregon Convention Center and Portland Expo Center

RFP 12-2053

Project Manager

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Procurement Analyst

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Notice is hereby given that proposals for RFP 12-2053 for Parking Lot Operations shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on April 2, 2012. 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.

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I. INTRODUCTION

The Metro Exposition Recreation Commission (MERC), an appointed Commission 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 Parking Lot Operations. 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

MERC operates the parking areas at the Oregon Convention Center (OCC) and the Portland Exposition Center (Expo). The selected Contractor shall provide labor for the operations of these areas. For the purposes of this document Parking Areas shall refer to the parking garages and/or lots at Expo and OCC. Venues shall refer to all buildings/entities.

Description of Parking Areas and Labor Projections:

Oregon Convention Center

OCC currently has a two-level parking garage containing approximately 800 parking spaces. There are 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 First Avenue. A complete package of computerized software and hardware equipment has been installed for use at this location. Hardware equipment includes ticket dispensers, gates, self-pay boxes, proximity card readers, booths, registers, and signs. A parking office within this garage is in place and supplied for use by the selected vendor's personnel.

OCC also utilizes two satellite surface lots. An 84-space lot on NE Lloyd Boulevard across from the Oregon Convention Center is currently equipped with entry/exit gates, ticket dispenser, and a self-pay box for normal daily usage. On selected, busy event days, an attendant is scheduled to sell the lot's spaces. Another surface lot, which is leased from ODOT, is located on NE First across from OCC under I-5. This lot is approximately 160 spaces which are used for multiple purposes. This lot is under a currently renegotiated lease with ODOT and operated by OCC for the duration of the lease. This lot is currently equipped with entry/exit gates, ticket dispenser, and a self-pay box for normal daily usage. On selected busy event days attendant(s) shall be scheduled to sell the lot's spaces.

Portland Expo Center

The Expo parking facilities currently include approximately 2,500 spaces. Access controlled parking is available at the parking facility's main entry (five cashier booths at the property's southwest corner) and secondary entry (one cashier booth along the property's western boundary).

Expo intermittently uses two multi-purpose (storage & parking) auxiliary lots that are utilized on an "as needed" basis on busy event days and staffed by one or two parking cashiers. Shuttle operations are also run "as needed" from several remote area locations such as, but not limited to, Portland Meadows and Portland International Raceway.

OCC and Expo Labor Projections

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

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

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<u>Lot</u>	<u>Days</u>	<u>Attendant Hours</u>	<u>Supervisor Hours</u>
OCC Garage	300	4,500	2,000
OCC I-5 Lot	80	400	50
OCC Lloyd Lot	25	300	20
Expo	135	<u>3,000</u>	<u>1,300</u>
TOTALS		8,200	3,370

III. PROPOSED SCOPE OF WORK/SCHEDULE

MERC is seeking proposals from qualified firms to perform the following services and to deliver the products described:

In General

- The Venues shall have the exclusive right to establish the schedule of parking fees for the parking areas described above.
- Special events may have the parking fee reduced or billed directly to the client for its attendees, as directed by Venue Management.
- Changes in parking lot operations may occur during the contract term. Such changes may include but are not limited to: parking capacity as affected by licensing space for events, renovation, addition of spaces, construction, expansion and related projects.
- Contractor shall be responsible for adherence to all existing or future policies or procedures established by MERC.
- Service vehicles, salespersons or others entering the lots on official business may not be charged for parking and the accounting of such vehicles shall be recorded on forms supplied by the Venues.
- Contractor shall not supply any other special or reserved parking except that which is specifically approved by the Venues.
- Counters, special pass record forms, total capacity and manual audits will be used to assure proper handling and accounting for parking revenues. Contractor will be held responsible for any failure to account for all parking revenues received. Such accounting procedures shall be prepared by the Venues and reviewed annually to adjust to business needs.
- 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 Venue rules, regulations and orders pertaining to the operation of the parking areas. Upon written notice from MERC, that an employee is not acceptable to the Venue, the Contractor shall cease assigning the employee to work at the Venues.
- Services shall be performed by uniformed, carefully selected and trained employees in conformity with accepted parking lot operation practices and standards. Contractor shall, upon request by MERC, remove from Metro premises any of the Contractor's employees who, in Metro's reasonable opinion, display improper conduct or are not qualified to perform the work assigned. This type of action will be taken by the Contractor without delay to ensure the security and safety of Metro employees, clients and property. Improper conduct includes, but is not limited to: employees engaged in the use of alcohol or drugs, employees who have not received required training, employees not properly identified or not in their assigned positions, employees who are rude, employees who bring any unauthorized personnel (including their own children) onto the property, employees who are involved in the unauthorized use of

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MERC equipment or are not qualified, insubordinate, unwilling, unable to perform the work assigned.
Contractor will not conduct disciplinary actions or termination of their employees on MERC property

Contractor shall:

- Provide qualified, competent and uniformed labor to staff the Parking Areas at such times as the Venues may request. Such labor may 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 vehicle in a fast and efficient manner. Back up cashiers and supervisor or supervisors must be identified to Venue management, trained at all facilities and readily available to step in for all shifts in case of unforeseen circumstances.
- Provide a representative with authority to make all decisions necessary to be in attendance at the Venues to respond to MERC requirements for all parking-related labor at the Venue.
- Provide employees, including supervisors, to work at the Venues who have completed acceptable training and have a working knowledge of their duties. The training shall include, among other things: providing exemplary customer service; facility familiarity, operation of the parking equipment, including all automated ticketing systems, wired and wireless credit card terminals, etc.; the configuration of the traffic patterns in the parking areas and the employees' personal appearance
- Provide employees uniforms and badges for identification. Badges shall be Venue specific and the content shall be dictated by the Venue.
- Provide supervisors who have a working knowledge of basic equipment repairs and troubleshooting capabilities.
- Create and maintain records of any and all criminal activity and complaints/suggestions received by MERC or Metro by the public or the Contractor's employees. Contractor will provide a method for persons to make comments regarding the parking areas and actively consider implementation of reasonable suggestions regarding potential improvements to the delivery of parking management services. Copies, notes, or recordings of any and all such comments shall be provided to MERC.
- Maximize revenues by implementing sound revenue control policies and by minimizing operating costs, while complying with the Scope of Work and any and all state, federal and local laws, regulations and safety requirements concerning the management and operation of parking structure.
- Ensure that the communication (both verbal and visual) to the public is clear and accurate as to the Venue's parking validation programs.
- Provide parking validation equipment and/or an efficient method of validation to Venue's reception areas. The equipment and method of parking validation shall be easy to use and understand. The validation system shall have the ability to track usage for internal fiscal controls and departmental cost allocation.
- Report to MERC each day the amount of parking receipts received during that day. MERC shall have the right, at all reasonable times, to inspect all of the Contractor's employees in collecting parking fees including surprise audits.
- Provide an appropriate Contractor representative to attend Venue meetings as requested.
- Provide and maintain cash registers for all booths.
- Provide drop safes as required so supervisors can keep cashier's cash on hand to a minimum during busy shifts.
- Provide labor to:
 - Collect and make daily deposits of all cash, check and credit card receipts received from parking during the event day to an account in the name of each facility or in any other manner as may be directed by the facilities.
 - Distribute advertising (i.e. approved schedules, handbills, etc) if requested by MERC to each entering vehicle.
 - Ensure that vehicles entering or exiting the parking areas are assessed at the prevailing parking rate except those vehicles that may be excluded per the Venue's written direction.

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- Adequately record entry or any special permits, passes or other non-paid parking in a manner directed by the Venues.
- Adequately patrol authorized permit and restricted parking zones as designated by MERC to ensure that they are properly used in accordance with established policies and regulations and collaborate with Venue Security/Mobile Patrol to mitigate issues/distribute parking citations as warranted.
- Security or law enforcement on any of the parking areas managed by the Venues 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.
- Keep the Venue Parking Manager or designated representative informed in writing of all significant complaints, problems or other areas of concern in relation to parking at the Venues.
- Handle issues such as dead batteries, lockouts, and flat tires.
- Direct and flag traffic associated with street closures. Attendants must be qualified and have proper State of Oregon certification to perform these duties.
- Provide the various users and customers with prompt telephone access to the parking manager/supervisor and/or company representative 24 hours per day, seven days per week, including holidays.
- Provide speedy service when patrons are entering and exiting the Parking Areas. Attendants shall be prepared to professionally handle exception transactions such as, but not limited to, lost tickets, insufficient funds, partial payments and payments by check.
- Ensure that the payment machines are adequately supplied with change (where applicable), transaction tape (where applicable), receipt tape, and printer ribbons. Ticket dispensers should be adequately supplied with ticket stock and printer ribbons. All equipment should always be maintained in good working order and any needed repairs reported immediately to MERC Parking Management staff.
- Complete all reports required by the Venues, at no additional charge to the Venues.
- Provide valet parking services, if proposed

Reporting Requirements

Financial Reports

- Contractor will deposit all revenue daily at a banking institution named by MERC. Daily deposit slips will be provided by MERC and the Contractor will report the deposit daily to MERC's Accounting Division at 600 N.E. Grand Avenue, Portland, Oregon.
- For auditing purposes, parking revenue receipts, forms and special pass record forms will be delivered to the MERC Accounting Department and/or Designated Representative on pre-determined days and times in accordance with MERC accounting guidelines.
- The Contractor shall provide a reconciliation that shows parking lot usage by category (monthly, daily, cash, charge, etc) that agrees to the total amount of cash deposits for the day and/or event (and summarized for the month). This reconciliation shall use as its source documents the ticket stubs. Ticket stubs shall be pre-numbered and the Contractor shall keep controls over usage of tickets and the numbering to assure all tickets are accounted for.
- The Income Statement (Gross Revenues and Gross Expenditures) shall be submitted electronically on an accrual basis by complete month no later than the last business day of the month following the month being reported. If the last day falls on a weekend or a day MERC is closed, the report will be submitted on the first business day following.
- Maintain any other reports as directed and design approved by MERC to support revenue due. All such records and reports shall be open to inspection at MERC's request at all reasonable times.

Other Reports

- Contractor shall report quarterly on their efforts and successes in hiring from the First Opportunity Target Area

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Parking Equipment Replacement or Upgrades

During the term of the Agreement, the Venues may replace or upgrade the automated parking equipment. The Contractor shall work with the Venues to facilitate the work and, if appropriate, provide expertise, recommendations, and contact information of equipment/software providers the contractor utilizes at other contracted worksites.

Method of Compensation

The Contractor shall charge to the Venues labor charges for onsite work. The Venues shall not be charged for any additional hours including, but not limited to: offsite hiring, training time, or management fees.

Term

The term of the contract is anticipated to be July 2012 through June 2015 with the option to renew for one (1) two year period at MERC's sole discretion.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) At least five (5) years' experience operating an operation similar to this one
- (2) Demonstrated knowledge of automated parking systems similar to the Secom System

V. PROJECT ADMINISTRATION

Bruce Burnett, OCC Parking Manager, and Ken Barton, Expo Parking Manager, will administer the contract. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Seven (7) hard copies and one (1) electronic version of the proposal shall be furnished to MERC in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman RFP 12-2053
600 NE Grand Avenue
Portland, OR 97232-2736

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 MERC 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 MERC in evaluating the Proposal. All questions relating to this RFP should be addressed to Julie Hoffman, julie.hoffman@oregonmetro.gov. Any questions, which in the opinion of MERC, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. MERC will not respond to questions received after 3:00 pm on March 23, 2012.

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D. Information Release

All Proposers are hereby advised that MERC 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 MERC 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.

F. Pre-Proposal Conference

A voluntary pre-proposal conference will be held on March 14, 2012. It will start at the Oregon Convention Center in the King Board Room in the Administration Offices at 777 NE MLK Jr Blvd, Portland OR 97232 at 9:00 AM and continue to the Expo Center at 2060 NE Marine Drive. Potential Proposers are requested to limit company attendees to two. Attendees are responsible for their own transportation between the two venues. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements

VII. PROPOSAL CONTENTS

The proposal should contain no more than fifty (50) pages of written material (excluding biographies resumes, brochures, sample materials, 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, folders, binders 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. Include in this letter all proposer contact information, Federal Tax Identification Number, form of organization (individual, partnership, corporation), in which state the proposer is organized, the names and addresses of all stockholders who own more than 10% of the corporations common stock, and the names of any partners. Proposer shall also affirm that he/she is able to procure and maintain insurance and bonding per the attached contract.

B. Approach/Project Work Plan:

Describe how the work will be done. Describe how your firm will:

- o Provide Labor services to the Venues
- o Internally audit for parking receipts, passes, cash and deposits
- o Train your employees and the types of training each employee will receive before being qualified to your behalf
- o Meet the MERC's FOTA requirements
- o Provide parking equipment consulting services, if requested.

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Provide examples of your income statements, reconciliation reports, and FOTA effort reports.

- 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, particularly experience working with any automated parking systems including Secom equipment or any other providers. Include in this identification the experience of proposed on-site supervisors; provide years of experience, job sites and responsibilities. Include resumes of other key individuals proposed for this contract. State the number of persons employed by you who are engaged in the operations of public parking facilities.
- D. Experience: Indicate how your firm meets the experience requirements listed in Section IV. of this RFP. Include:
- o Experience in the operation of public automobile parking facilities, include the responsibilities and durations.
 - o Current automated equipment/software being used by your company, including brands and versions
 - o A list of the three (3) most recent parking services agreements your firm has entered into
 - o A list of the three (3) most recent parking services agreements your firm has lost
 - o A list of the locations at which your firms currently operates public automobile parking facilities. Include the name of the client, the number of parking spaces available, and the gross volume of business at each facility for the last fiscal period.
 - o A list of the locations at which your firms has operated public automobile parking facilities in the last five (5) years. Include the name of the client, the number of parking spaces available, and the gross volume of business at each facility for the last fiscal period in which you operated the facility.
 - o A list of three references with whom you have a current contract or you've had contract in the last five (5) years. Include contact name and phone number and/or email. This requirement shall not limit in any way MERC's right to check other references beyond those required, or to refer to services previously provided to MERC or Metro by this proposer.
- E. Cost/Budget: List your compensation rate for cashiers and supervisors for the first term of this agreement. Describe any proposed increases in labor rates during the term of the agreement, including the renewal term, if applicable. Include a fee structure for valet parking services and/or parking consulting services, if part of your proposal.
- 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.

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- 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.
- Commitment to MERC First Opportunity Target Area (FOTA) program - Describe the steps you will take to comply, to the maximum extent possible, with the goal of providing the residents in the FOTA available job opportunities. Describe the steps you 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 your firm. Follow this link for information about MERC's First Opportunity Target Area:
<http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>

G. Sustainable Business Practices

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

- H. 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; MERC shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit MERC to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. MERC 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 MERC before reimbursement of services can occur. Contractor's invoices shall include the MERC contract number, 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 MERC on a Net 30 day basis upon approval of Contractor invoice.

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- 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 MERC is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of MERC or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of MERC; 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 MERC 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.
- F. Intergovernmental Cooperative Agreement Pursuant to ORS 279A and the Metro public contract code, MERC and Metro participate in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor’s obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any proposer may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

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 firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, MERC reserves the right to enter into negotiations with the next highest ranked Proposer.
- 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
Experience/Capacity/Qualifications	30
1. Firm Experience, Capacity and Qualifications	
2. Staff Experience, Capacity and Qualifications	
Cost Proposal	40
1. Projected cost/benefit of proposed work plan/approach	

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Diversity	20
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm, Commitment to FOTA/Local Job Opportunity and Job Training Program	
Sustainable Business Practices	10
1. Environment, Economy, Community	
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within five(5) days of issuance of the notice of intent to award by MERC. Appeals must be submitted to Teri Dresler, General Manager of Visitor Venues, 600 NE Grand Ave, Portland, OR 97232 and must state the specific deviation of rule or statute in the contract award.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that MERC reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

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MERC Contract No. XXXXXX

Contract NO. _____

Exhibit ____

Parking Lot Labor and Operational Management Services

This Contract is entered into between the Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing three years beginning on _____ and ending on _____. MERC shall have the option of renewing this Contract for one two year term for a total term of five years. The renewal shall commence on the day following the termination of the preceding term. MERC may exercise this option, at its sole discretion, by giving Contractor not less than thirty (30) days notice prior to the expiration of the initial term of this Contract. The giving of such notice shall be sufficient to make this Contract binding for the renewal term without further act of the parties and with the same terms.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by MERC on a Net 30 day basis upon approval of CONTRACTOR invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury, physical damage or any other type of injury to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, METRO, and their elected and appointed officials, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR thirty (30) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

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MERC Contract No. XXXXXX

ARTICLE VI INSURANCE & BONDS

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 \$2,000,000 per occurrence. 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 in regard to MERC and 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. Employee Dishonesty Coverage or equivalent for every employee working under this Contract with limits of at least \$500,000.
- D. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.

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

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or

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claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

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 MERC, 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 MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC 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.

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- 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 disqualification as a bidder or proposer for future METRO contracts as provided in ORS 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.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under

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ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XVII BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XVIII 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.

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ARTICLE XIX ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original

ARTICLE XXI 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 or fax as follows:

To: Commission _____, Executive Director, Oregon Convention Center
_____, Project Manager, MERC - Construction Projects
Metro Regional Center - PPMO
600 NE Grand Ave.
Portland, Oregon 97232

To: Contractor

CONTRACTOR

By _____

Print Name _____

Date _____

METRO EXPOSITION RECREATION COMMISSION

By _____

Print Name _____

Date _____

Scope of Work – Attachment A

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