



METRO

PEOPLE PLACES
OPEN SPACES

**REQUEST FOR QUALIFICATIONS
NO. 10-1651**

FOR TOUR GUIDES

PROCUREMENT SERVICES

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700, Fax (503)797-1796

**PLANNING & DEVELOPMENT
REGIONAL TRANSPORTATION OPTIONS**

Project Manager:

Katie Edlin
Regional Travel Options
Katie.edlin@oregonmetro.gov
503-813-7575

Submission deadline is **2:00 PM** on **April 15, 2010**. Qualifications may be submitted by mail, hand delivery, or email and addressed to the Project Manager listed above.

Request for Qualifications

RFP10-1651-PLN

Tour Guides for *Walk There!* 2010 event series



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

REQUEST FOR QUALIFICATIONS

Tour Guides for *Walk There!* 2010 event series

Summary and background

The purpose of the *Walk There!* 2010 event series is to increase the number of people walking for transportation and health in the Portland metropolitan region. These guided walks will promote Metro's *Walk There!* guide book as a tool for planning alternative transportation routes. Most of the walks will take place outside of Portland proper and focus on areas, such as Hillsboro, Gresham, Lake Oswego and Milwaukie. We want participants to feel confident navigating and understanding how to replace car trips with walking, and how to extend their walk with public transportation.

The walks will be focused around the themes of nature, fitness and health, history, alternative transportation and/or city planning. Walks will take place in city centers, trails or other walks described in *Walk There!* Tour guides may also be asked to plan and research new routes in Hillsboro, Graham Oaks Nature Park, Wilsonville and/or Cooper Mountain, Beaverton.

Metro will coordinate and publicize this walking series. Metro staff will have additional information available at each tour about the health and economic benefits of walking, including information about the Drive Less/Save More campaign.

Requirements and responsibilities

- Plan and lead up to 10, 2 to 3-hour walks from May-Sept. 2010. Routes will be chosen by Metro and are outlined in *Walk There!* guide book. www.oregonmetro.gov/walkthere
- Proposers should have 2-5 years of experience leading outdoors walking tours in the Metro. Knowledge of regional/neighborhood history, local trails, nature (plants, animals) and/or fitness and health aspects of walking will be preferred.
- Ability to manage a walking tour of 10-30 people of various ability levels while presenting information on regional/neighborhood history, local trails, nature (plants, animals) and/or fitness and health aspects of walking. Tour guides will also be required to provide safety information as appropriate for the route.

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- Proposers must be comfortable wearing a microphone while walking and speaking and presenting in front of crowds.
 - The tour guide shall provide basic services for tours they direct including a pre-tour research, checking path conditions as close to the tour date as possible, and communicating with the Metro event coordinator. Route talking points which will be reviewed by Metro beforehand.
 - The tour guide will assist Metro staff with taking participant names with the beginning of the tour and checking those names off at the finish of the tour. Safety is a priority.
 - The tour guide will provide and carry a cell phone during the tour.
 - Record and work with Metro/produce to create podcasts of chosen walks. May require additional time in recording studio or on trails for recording purposes.
 - Tour guides may be asked to help Metro research and finalize new routes in the region. Experience researching, writing and finalizing walking routes in the region is preferred.
 - Tour guide must have general liability insurance for at least \$1 million. See attached personal services agreement.

Proposal Instructions

A. Submission instructions:

Please submit the following by 2 p.m. PST on April 15, 2010, by email, mail or deliver to Metro at the address below:

- Cover letter describing and summarizing your experience, qualifications and interest in becoming a tour guide
- Detail of qualifications and experience
- Three professional references
- Cost proposal identifying hourly rate or proposed cost and hours for work described above

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Submit proposals or questions to:

Metro
Attn: Katie Edlin, Regional Travel Options
600 NE Grand Avenue
Portland, OR 97232
Katie.edlin@oregonmetro.gov
503-813-7575

B. Information Release

All Tour Guide responders are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this Request for Qualifications. By submission of qualifications all responders agree to such activity and release Metro from all claims arising from such activity.

C. Minority, Women and Emerging Small Business (MWESB) Program

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

Payment

Metro shall pay contractor for services performed to be determined and paid per hourly rate to be paid upon receipt of the tour guides' invoice. The compensation covers all fees, costs and expenses.

Invoicing

The invoice shall be identified by project name and number and include the contract number. Submit invoice to Dianne Hutchins, Metro, Regional Travel Options, 600 NE Grand Ave., Portland, OR 97232. Payment will be made in full within 30 days of completion of work and receipt of invoice.

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VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFQ does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of responses in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all responses received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFQ. Metro reserves the right to award the number of contracts it deems appropriate for this program.

- B. Billing Procedures: Responders 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 response shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The response 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 response.

- D. Conflict of Interest. A contractor filing a response thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this response 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 responder for the same call for qualifications; the contractor 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.metro-region.org.

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IX. EVALUATION OF RESPONSES

Responses received that conform to the RFQ instructions will be evaluated based on availability, experience, expertise and cost. At Metro's sole discretion, Interviews may be held with the finalists prior to a final selection. Metro reserves the right to award the number of contracts it deems appropriate for this program.

X. NOTICE TO ALL RESPONDERS -- 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 Contractor will enter into with Metro; it is included for your review prior to submitting a response.

XI. APPEAL OF CONTRACT AWARD

Aggrieved responders 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, Metro 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.

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SAMPLE PERSONAL SERVICES AGREEMENT

Contract No. _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____ whose address is _____, referred herein to as "CONTRACTOR."

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 _____, 20__, and shall remain in effect until and including _____, 20__, unless terminated or extended as provided in this Agreement.
2. Payment: METRO shall pay CONTRACTOR services performed in an amount of/not to exceed (written amount) _____ and _____/100 (\$ _____).
3. Terms: Payment for services will be made in the manner: _____ (lump sum, monthly installments, progress payments, etc.). Payment to be made within 30 days of receipt of an approved invoice.
4. Scope of Work: Contractor shall provide all services and materials specified below 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.

SCOPE OF WORK (attach additional pages as needed)

All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

Contractor

Signature: _____

Date: _____

Name: _____

Metro

Signature: _____

Date: _____

Title: _____

Request for Qualifications



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THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, 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 METRO. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all Workers' Compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

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. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

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ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A & B, 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 including, but not limited to, ORS 279B.220 TO 279B.235.

ARTICLE V: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE VI: QUALITY OF GOODS

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 METRO, 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 METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

ARTICLE VII: SAFETY

If services of any nature are to be performed in connection with the provision of goods pursuant to this Contract, 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. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

ARTICLE VIII: RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due 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.

ARTICLE IX: 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.

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ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, 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 METRO 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 METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XI: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO, which consent shall not be unreasonable withheld.