



Oregon Convention Center: Meeting Room Renovations Design Project

RFP 12-2003

Oregon Convention Center

777 NE MLK Jr Blvd
Portland OR 97232

Project Manager

Teri Dresler, General Manager
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Procurement Analyst

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Notice is hereby given that bids for RFP 12-2003 for Meeting Room Renovation Design Project shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until end of business on November 7, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Late proposals may be rejected. Proposers shall review all instructions and contract terms and conditions.

Request for Proposal #12-2003
Oregon Convention Center space renovation conceptual renderings of designs and costing of improvements

I. Introduction & Background

The Oregon Convention Center (OCC) through its reporting authority, the Metropolitan Exposition Recreation Commission (MERC) is looking to engage the services of professionals who can layout preliminary design elements for facility renovations, put together drawings of the proposed change, and then create costs for such changes per the proposed scope of work. The idea is to get a broad sense of what the proposed changes would look like when completed and the associated estimated costs of the list of renovations. OCC/MERC is contemplating a total roof replacement for the area under consideration for redesign and renovations. All Proposers should keep this in mind as they present their ideas and responses to the RFP. OCC/MERC is also considering a major solar array installation as part of the roof replacement and all design ideas will need to be compatible with a project of this nature as well. This exercise will help OCC/MERC, prioritize projects and decide which areas make sense to pursue. OCC/MERC has approved funds up to \$75,000 for this work and all proposals should submit their costs per the proposal contents section in this document.

All necessary blueprints needed by proposers for the spaces listed in the RFP can be accessed by going to ARC-Oregon at the following website addresses: <http://www.e-arc.com/locations/overview/arc-oregon> e-mail address is pdx.planwell@e-arc.com . Below are direct links to the plan room with an opportunity to place an order through ARC (at proposer's costs).

Text Link : https://order.e-arc.com/arcEOC/x_project.asp?de=a772f0d8-479f-4f73-a89b-1434e85bc14b
Email Link: [FGPO_OCC Bid](#)

Hours of operation are from 7:30AM-9:00PM M-F and they can be reached at 503-227-3424.

II. Proposed Scope of Work/Schedule

The selected contractor will be responsible for the following:

- Coordinate with OCC staff to maintain project timeline as well as schedule and attend any project meetings as required, including MERC meetings.
- Coordinate with OCC staff the items to be reviewed, work necessary to produce preliminary renderings of designs for each area specified, estimated costs for renovation of each space and rough timeline to complete each project.
- Contractors to submit final report with all conceptual renderings, costs to complete, and rough timeline to complete each project to project manager.
- Maintain all records, research used, and information gathered to present findings for this project.
- Services are expected to begin in November 2011 and the final report needs to be completed by January 31, 2012.
- List of space to be reviewed and work completed are as follows:

- Change Oregon Ballroom from 4 dividable rooms into 8 dividable rooms to include, new divider walls, new access to new meeting space, new hang points (160), storage of divider walls, creation of pre-function lobby space and service areas.
- B 113-116 redesign to create new Junior Ballroom type of space out of current meeting and lobby spaces so as to increase the capacity of this meeting area. This new design should engage the current meeting rooms and lobby spaces to accommodate the enlarged space and necessary lobby support while maintaining the maximum flexibility of room usage in the final design.
- Construction of Operations Administration offices and the reworking of current office space into high-end conference space.
- Create signature meeting and food & beverage space on the roof of the Oregon Convention Center.
- To provide roof support, exits, elevators, and service need areas in-between the two towers.
- Rework and renovate VIP Suite B to compliment the changes to the Oregon Ballroom, new conference spaces, and support of the new roof meeting and food & beverage changes.
- Lobby elevator additions to access 3 levels.

The idea is to create a high-level document that will allow for choices to be made on projects so as to further pursue the best business options for the Convention Center operation and OCC/MERC's long-range plans.

III. Qualifications/Experience

The selected contractor must have the required experience to provide the services listed, including but not limited to:

- Possess knowledge and experience in the design of meeting, ballroom, conference center, restaurant, and food service types of spaces and structures in the hospitality industry.
- Knowledge of structural needs for construction of moveable divider walls, audio visual hang points, weight and distribution loads, roof designs and construction, renovations of high-end meeting and pre-function and lobby space finishes, office renovations and elevator capacities.
- Ability to put all ideas into preliminary renderings of renovated spaces, so as to understand what the space will look like when completed.
- Ability to develop preliminary construction budgets and schedules for each project listed.

IV. Project Administration

Under the direction of the Visitor Venues General Manager or designee, OCC/MERC will manage the resulting contract and engagement of services. All services provided under the contract are subject to its project manager's approval as well as all services. OCC/MERC will make payments 30 days from dated invoices after authorization by project manager. Invoices will include a detailed summary of all work completed for which the invoice is submitted.

V. Proposal Instructions

1. Submission of Proposals

One (1) original and one (1) electronic copy shall be furnished to Metro addressed to:
METRO PROCUREMENT OFFICE (OCC/MERC)

Attn: Julie Hoffman
Procurement Analyst
600 NE Grand Avenue
Portland, OR 97232

Please mark the envelope "Oregon Convention Center Renovation Project Proposal 12-2003"

2. Proposal Due

Proposals are due no later than end of business, November 4th 2011.
Late proposals will not be considered.

3. RFP as Basis for Proposal

This request for proposals represents the most definitive statement OCC/MERC will make covering the information upon which Proposals are to be based. Any verbal information that is not addressed in this RFP or any addendum will not be considered by OCC/MERC in evaluating this Proposal. All questions related to this RFP process should be addressed to Julie Hoffman, Metro Procurement Analyst, 600 NE Grande Ave. Portland, OR 97232-2736 at (503) 797-1648 or julie.hoffman@oregonmetro.gov

Any questions, which are the opinion of OCC/MERC, warrant a written reply or addendum will be forwarded to all parties reviewing this RFP. This includes questions about design space needs, hang point capacities, roof structure, or any other issues.

VI. Information Release

All Proposers are hereby advised that OCC/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 OCC/MERC from all claims arising from such activity.

VII. Minority and Women-Owned Business Program

In the event that any subcontractors are to be utilized in the performance of this agreement, the Proposers attention is directed to Metro Code provisions 2.04.100, which encourage 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.

VIII. Proposal Contents

The proposal should contain no more than eight (8) pages of written material describing the ability of the successful proposer to perform the work requested. The proposal should be submitted on double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. The same limitations apply to proposals submitted electronically. All responses should address the items listed below at a minimum.

- A. Transmittal Letter: Indicate the firm's interest in the project, who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Plan: Describe the general methodology and approach to the services requested in this RFP. Identify specific personnel assigned to major tasks and what their role would be in relation to the work required. Please note any special qualifications possessed that Proposer may bring to the project.
- C. Experience: Indicate how your firm meets the experience requirements listed in the RFP. List work performed over the past three years that involved similar services. Include the client's name, contact person, and telephone number. No more than three (3) references should be provided.
- D. Proposed Fee Structure and Schedule: Present the proposed fee structure, including any annual administration, per item, or transaction fees as well as schedule to complete all tasks.
- E. Contractor Documentation of Diversity: Proposer shall outline, in detail, the response to the following items as part of the proposal contents.
 - 1. Ownership of the firm by a certified woman or minority owned business.
 - 2. Diversity of Proposer and any subcontracted workforce (i.e. commitment to recruit and retain minorities and women, demographics of current workforce ethnicity race, gender and sexual orientation).
 - 3. Diversity in contractor practices (i.e. history of partnering with MWESB firms, proposed subcontracts with MWESB firms, outreach efforts to diverse business groups).
 - 4. Commitment to MERC FOTA program (i.e. specific steps to provide employment and contract opportunities to FOTA residents, past performance and experience with FOTA program).
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within the RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP or sample contract are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

IX. General Proposal/Contract Conditions

- A. Limitation and Award: This RFP does not commit OCC/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. OCC/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 OCC/MERC 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. OCC/MERC shall pay 30 days of receipt of an approved invoice.
- C. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of OCC/MERC or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of OCC/MERC or 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.

- D. Equal Employment and Nondiscrimination Clause: OCC/MERC and its contractors will not discriminate against any person(s), employee, or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. OCC/MERC 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.

X. Evaluation of Proposals

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will be conducted using the evaluation criteria identified in the following section. At the sole discretion of OCC/MERC, interviews may be requested prior to final selection of the successful firm. Contract award shall be made to the firm submitting the most advantageous proposal, consistent with the terms of the RFP and at the sole discretion of Metro.
- B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total
1. Demonstrated Experience and Expertise of Firm (s) & Staff	30%
2. Ability to Complete work on Proposed Timeline	15%
3. Proposed Fee Structure	35%
4. MWESB/FOTA Program Responses	<u>20%</u>
	100%

XI. Notice to All Proposers – Standard Agreement

The attached personal services 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 OCC/MERC. It is included for your review prior to submitting a proposal.

SAMPLE CONTRACT

Personal Services Agreement



Contract # _____

THIS AGREEMENT is between Metropolitan Exposition-Recreation Commission ("MERC"), located at 777 N.E. Martin Luther King, Jr. Blvd., Portland, OR 97232-2742, and _____, referred to herein as "Contractor," located at _____.

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

1. Duration. This personal services agreement ("Agreement") shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND ___/100THS DOLLARS (\$_____).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form commercial general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.

b. MERC, its appointed officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to MERC 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide MERC with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising

from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to MERC a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide MERC with a Certificate of Insurance complying with this article, and naming MERC as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold MERC, its agents, employees and appointed 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 MERC and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC 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 MERC makes final payment and all other pending matters are closed.

7. 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 MERC, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

9. 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 MERC. 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 MERC.

10. Right to Withhold Payments. MERC shall have the right to withhold from payments due to 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.

11. 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.

12. 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.

13. 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.

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

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

16. 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

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____