



## REQUEST FOR PROPOSALS

### Simulation Theatre Revenue Share Agreement

#### Contact Information

Oregon Zoo  
4001 S. W. Canyon Road  
Portland, OR 97221

#### Project Manager

Jim Gilbert  
Email: [jim.gilbert@oregonzoo.org](mailto:jim.gilbert@oregonzoo.org)  
503-220-2453 Fax 503-525-4235

#### Procurement Contact

Melanie Briggs, Contract Manager  
Email: [melanie.briggs@oregonzoo.org](mailto:melanie.briggs@oregonzoo.org)  
503-220-5718 Fax 503-220-3680

### RFP 10-1683

Notice is hereby given that proposals for RFP 10-1683 for: Simulation Theatre Revenue Share Agreement shall be received by Oregon Zoo, 4001 S.W. Canyon Road, Portland, OR 97221 until **2:00 PM on Thursday, June 10, 2010**. **It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.**

**SIMULATION THEATRE REVENUE SHARE AGREEMENT**

**I. INTRODUCTION**

The **Oregon Zoo**, a department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, is requesting proposals for a Simulation Theatre Revenue Share Agreement. **Proposals will be due no later than 2:00 p.m., Thursday, June 10, 2010** at Metro, 600 NE Grand Avenue, Portland, Oregon 97232, Attention: Angela Watkins. Details concerning the project and proposal are contained in this document.

**II. BACKGROUND/HISTORY OF PROJECT**

The Oregon Zoo wishes to enter into a revenue share agreement for a fully automated portable Theme Park Quality motion simulation theatre for placement and use at the zoo. The Zoo has a very positive history operating an 18 seat motion simulator between the years of 2003 – 2008. Due to space availability, the Zoo is again looking to entering an agreement with a partner firm to bring a motion simulator back to the Oregon Zoo. The Zoo would like to kick off the summer season with a 3 – D film featuring Dinosaurs to compliment the temporary Prehistoric Dinosaur exhibit at the Zoo opening May 22, 2010. The Zoo also desires to run alternative films throughout the year, including during our very popular ZooLights Holiday Display in the months of November and December. As in most visitor based industries, the Zoo has seen a decrease in per capita spending over the last year, the addition of the motion simulator is intended to boost per capita spending at the Zoo with minimal upfront investment. The Zoo requires the theater to be capable of 3 – D functionality at a minimum.

**Attachments:**

- A - Sample Contract
- B – Preventative Maintenance Services
- C – Warranty
- D – Film Software
- E – Experience and Vendor References
- F – Cost Summary
- G – Simulator Attendance and Projections

**III. PROPOSED SCOPE OF WORK**

Metro is seeking proposals from qualified firms to provide a simulation theatre in a revenue share agreement.

- A. The theatre shall come equipped with a minimum of eighteen (18) seats on motion bases that allow infinite maneuverability.
- B. The system shall include a High Definition (HD) Video Projection System and a 6- Channel Computer Controlled Digital Surround Sound Audio System.



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- C. Theater system shall also include:
1. Seatbelts
  2. Seatbelt System Monitoring at Show Controller
  3. Digital Playback and Projection System
  4. Projection Screen
  5. Theater climate control system (HVAC System)
  6. Operation and Maintenance Manuals in English
- D. Exterior System shall include:
1. Covered Entrance System
  2. The Potential For Custom Exterior Theme Application
  3. Video Monitor Display System
  4. Audio System complete with amplifiers and speakers
  5. Fixed Entrance and Exit Access Stairs and Platforms
  6. ADA Access Ramps

## OPERATION

- A. Vendor shall provide a minimum of one (1) Portable Theme Park Quality Simulation Theatre, a complete operating unit fully capable of presenting the software, and consisting of a trailer combination together with all necessary support equipment and systems.
- B. Vendor will provide one technician for three days to assist in the initial set-up of the unit and staff training. Vendor will also provide one technician to assist in the strike of the unit at the end of the lease.
- C. Vendor shall provide Preventative Maintenance services throughout the term of the lease agreement, to include:
1. Technician to visit simulator location 3 times a year as mutually scheduled each visit to include the following services:
    - a. Review and inspection of equipment and performance
    - b. Operating test of hardware and software
    - c. Perform all necessary adjustments, repairs or replacements that are mutually agreed upon to ensure optimal performance of the simulator.
    - d. Conduct standard preventative maintenance procedures. Conduct refresher training sessions as needed
    - e. Vendor will provide replacement fixtures or equipment at no additional cost.
- D. The Zoo shall provide fully trained and qualified staff to operate the Portable Simulation Theatre in a safe manner. Zoo staff shall monitor the unit to determine whether there are any problems with the system that would cause a reasonable prudent operator of the Portable Simulation Theatre to shut down the theatre. The zoo staff shall:
1. Assist in the set-up and strike the unit;
  2. Operate the unit, customer seating and starting and stopping the show; and provide weekly routine maintenance of theater equipment.

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- E. Vendor shall provide the film software to be utilized in conjunction with the Portable Simulation Theatre. Vendor and Zoo shall agree on a minimum of four (4) programs at execution of lease. Vendor shall provide at no additional costs to the zoo full access to vendors proprietary films and entertainment. All films shall contain family friendly subject matter.
- F. In addition to simulation theatre and software, vendor shall provide:
  - 1. Marketing support materials for selected films.
  - 2. Educational learning resource guides for reproduction for selected films.
  - 3. Project Management and Coordination for Integration of Supplied Equipment.
  - 4. 24/7 On Call Telephone Support for maintenance and operation issues.
    - a. 8 hours of telephone support per 3 month period to be provided at no charge
    - b. If a service problem cannot be resolved by telephone assistance within 48 hours, vendor will dispatch qualified service personnel to site to service the equipment.

### **DELIVERY/INSTALLATION/TESTING**

Vendor will deliver one simulation unit to the Oregon Zoo before June 30, 2010, delivery to include transport, installation, set-up and testing of all equipment. The simulation unit should be running no later than July 4, 2010. Vendor will be responsible for removal of the simulation unit at the conclusion of the lease. The cost of shipment and associated cargo insurance will be the cost of Vendor.

### **UPGRADES, RETROFITS**

Prior to making any changes to the unit, Oregon Zoo will provide visual information on all proposed upgrades to Vendor and obtain written approval for all upgrades and retrofits for the unit, including but not limited to interior and exterior changes

### **MOTION CONTROL PROGRAMMING**

Vendor will provide the motion control programming for the simulator films that will be shown during this lease.

## **IV. PROPOSED TERM OF LEASE**

Proposed Agreement shall commence on or before June 24, 2010, shall continue for twelve months, with an option to extend for two additional one year periods and increase the original contract amount by additional funds each year.

## **V. QUALIFICATIONS/EXPERIENCE**

Proposers shall have the following experience:

- (1) 5 years experience of successful operation of simulated theatre in zoos, attractions and/or other entertainment venues.
- (2) 2 successful marketing campaigns for proprietary films.

**VI. PROPOSAL INSTRUCTIONS**

**A. Submission of Proposals**

Three (3) copies of the proposal shall be furnished to Metro, addressed to:

Metro  
Attn. Angela Watkins  
600 NE Grand Avenue  
Portland, OR 97232

**B. Proposal Deadline**

Proposals will not be considered if received after 2:00 p.m., Thursday, June 10, 2010.

**C. RFP as Basis for Proposals**

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP and which may warrant a written reply or amendment should be addressed via e-mail to [Jim.Gilbert@oregonzoo.org](mailto:Jim.Gilbert@oregonzoo.org) or (503) 220-2453. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 5:00 p.m., June 3, 2010.

**D. Information Release**

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

**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 1816.

**VII. PROPOSAL CONTENTS**

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

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

B. **Approach/Project Work Plan:** Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

- 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, assurance they will be active with the special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

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

- D. **Diversity in Employment and Contracting:** Include what efforts have been made by your firm on past projects to ensure a diverse workforce, including policies and practices to promote the hiring of women and ethnic minorities. Additionally, list what programs and outreach efforts have been made in past projects to promote the use of minority, women and emerging small businesses in your contracting and procurement processes. List any outreach efforts and/or sub-consultants to be utilized on this project.
- E. **Experience:** Indicate how your firm meets the qualification requirements listed in section V. of this RFP. List projects conducted over the past five years, which involved services similar to the services required here. For each of these projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- F. **Cost/Budget:** Present the proposed revenue share percentages of the project and the proposed method of compensation. Specifically, describe the revenue share expected during the term of the lease. Shared revenue will be calculated after deducting operating expenses including, but not limited to, cost of promotion and marketing, and Oregon Zoo labor costs. Requested expenses should also be listed in detail. To aid in preparation of the proposal, attached to this proposal is a history of simulator attendance at the Oregon Zoo and projections for the next two years.
- G. **Exceptions and Comments:** To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. **Limitation and Award:** This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. **Billing Procedures:** Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

- C. **Validity Period and Authority:** The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. **Conflict of Interest:** A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. **Equal Employment and Nondiscrimination Clause:** Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. 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](http://www.metro-region.org) or call (503) 797-1536.
- F. **Appeal of Contract Award:** Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

## EVALUATION OF PROPOSALS

An Evaluation Committee consisting of no less than three (3) knowledgeable individuals ("Evaluators") shall evaluate the proposals. Working independently with copies of the written proposals, the Evaluators will assign scores to each proposal for each of the categories described under Evaluation Criteria (below).

For each proposal, the total score from each Evaluator shall be computed; this figure will be added to that proposal's scores from the other Evaluators, giving the full "Evaluation Score" for each written proposal.

METRO may choose to add a second step to the evaluation process. If, at the conclusion of evaluation of the written proposals, it is determined to be in the best interests of METRO, oral evaluations will also be conducted. The top-scoring Proposers, not more than three (3), shall be invited to the oral interview. The same criteria used to evaluate the written responses will be used to evaluate the finalists during the oral evaluations. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.

After the oral evaluation, each evaluator will independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The award will be given to the proposal having the highest final score.

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

	<b>Total Score:</b>
<b>Project Work Plan/Approach</b>	
1. Demonstrated understanding of project objectives	5
2. Operating Experience	5
3. Maintenance history/support	5
4. Film variety / appropriateness	10
5. Schedule parameters / installation time line	10
<hr/>	
	35
<b>Project Staffing Experience</b>	
1. Project consultant	5
2. Marketing strategies / support	5
3. Staff training	5
4. References	5
<hr/>	
	20
<b>Diversity in Employment and Contracting</b>	10
1. Provide a description of your firm's experience in promoting participation on the part of MWESB firms as contractors, consultants, or suppliers. Describe innovative or successful measures your firm has employed on prior projects and how MWESB firms will be used on this project.	
2. Include certification numbers for MBE, WBE or ESB certifications by prime contractor and any subcontractors or suppliers.	
3. Provide a description of your policies, practices and plans to employ and maintain a diverse workforce.	
<hr/>	
	10
<b>Budget/Cost Proposal</b>	
1. Projected net revenue share* percentage	35
Vendor: _____% Zoo: _____%	
* Shared revenue to be calculated after deducting expenses (including operating expenses, cost of promotion/marketing, & labor costs)	
<hr/>	
	35
<b>Total Points</b>	<b>100</b>

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

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

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**METRO**

REQUEST FOR PROPOSALS (RFP 10-1683)

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## Attachment A

### Sample Personal Services Agreement

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

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

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

1. Duration. This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$ \_\_\_\_\_).

1. Insurance.

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

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

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

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

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

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

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

2. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or

copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Simulation Theatre Revenue Share Agreement



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### PROPOSAL CHECKLIST

FIRM \_\_\_\_\_  
NAME \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

#### PROPOSER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

(PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS\*)

1. **PROPOSAL**
2. **CONFLICT OF INTEREST\***: Proposer hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
3. **RESIDENT/NON-RESIDENT\***: Undersigned contractor states that it is a  resident or  non-resident of the state of Oregon. State in which Proposer resides: \_\_\_\_\_
4. **TYPE OF BUSINESS ORGANIZATION\***: Contractor operates as  an individual,  a corporation, incorporated under the laws of the state of \_\_\_\_\_,  a non-profit organization,  a partnership. (If partnership, attach names of the partners)
5. **OREGON LICENSE\***: If a corporation,  it is, or  is not, licensed with Oregon Corporation Commission
6. **DOING BUSINESS AS\***: Provide any assumed names utilized.
7. Proposal Response Forms including Attachments
8. Vendor References – Attachment F
9. Cost Summary – Attachment G
10. Copy of standard agreements (license, implementation)
11. Sample annual maintenance agreement

\_\_\_\_\_  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN CONTRACT/OFFER  
(Type or Print)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON



**Attachment B**

**Preventative Maintenance Services**

WHEREAS \_\_\_\_\_ has supplied Portable Simulation Theatre to the Client:

\_\_\_\_\_ will provide maintenance services as follows at its cost:

1. A \_\_\_\_\_ technician will visit the simulator location three times a year at times mutually scheduled by the client and \_\_\_\_\_. Each visit will include the following services over a two day period:
  - (a) A review and inspection of the equipment and its performance.
  - (b) An operating test of the \_\_\_\_\_ hardware and software.
  - (c) Review with the client the performance of the Portable Simulation Theatre since the last scheduled visit .
  - (d) Perform all necessary adjustments, repairs or replacements that are mutually agreed upon to ensure optimal performance of the Portable Simulation Theatre.
  - (e) Conduct \_\_\_\_\_ standard preventative maintenance procedures.
  - (f) Conduct a refresher training session on the equipment for client staff.
  - (g) Update manuals as necessary.
  - (h) Review the spare parts inventory and replenish all spare parts used.
  
2. Where the Portable Simulation Theatre experiences breakdown or malfunctioning between scheduled maintenance visits, \_\_\_\_\_ shall first provide telephone support to aid the client technicians in making necessary repairs and shall ship any required spare parts to facilitate the repair. In the event that the problem cannot be resolved by telephone assistance, \_\_\_\_\_ will dispatch qualified field service personnel to site as per Warranty terms.
  
3. Where identified adjustments, repairs or replacements can't be completed during a scheduled maintenance visit or emergency visit \_\_\_\_\_ will make necessary temporary repairs to ensure the safe and efficient operation of the simulation attraction equipment and shall in reasonable time complete the repairs.
  
4. A written report on each visit will be provided to the customer with comments and recommendations within 15 days of the site visit.

**Attachment C**

**Warranty**

1. The Warranty takes effect from the date of Public Opening and remains in force for the period of the lease.
2. This warranty relates to all such defects notified to \_\_\_\_\_ by the client within 5 days of discovery provided the equipment has been operated and maintained in accordance with the technical manuals and publications originally supplied and periodically updated by \_\_\_\_\_.
3. \_\_\_\_\_ shall first provide telephone support service to remedy any reported warranty problems. Such telephone assistance shall be provided within twenty-four (24) hours after purchaser has identified and notified \_\_\_\_\_ of any such problem.
4. This Warranty does not extend to normal wear and tear or to any defect which in the opinion of \_\_\_\_\_ is caused by the equipment or any part thereof having been subject to:
  - 4.1. Any modification not authorized by \_\_\_\_\_; or
  - 4.2. Mistakes in operation or Misuse by the purchaser's staff or representative; or
  - 4.3. Events beyond \_\_\_\_\_ control. These shall include but not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of public enemy, sabotage, acts of God.
5. \_\_\_\_\_ shall, subject to the terms of this Warranty, repair any such defects or at its option replace with a similar part, but free from defect if the parts prove to be defective and under Warranty. Any part alleged to be defective and under Warranty shall be returned, identified, properly packed and shipped to \_\_\_\_\_. Repair costs shall be borne by \_\_\_\_\_ and packing and transportation charges shall be the cost of \_\_\_\_\_.
6. \_\_\_\_\_'s warranty is conditional on: the client's maintenance staff performing the regular maintenance as detailed in \_\_\_\_\_'s Preventative Maintenance Manual provided at the time of lease and periodically updated; motion programming completed by \_\_\_\_\_ and any spare / replacement parts to be either purchased or recommended by \_\_\_\_\_. A written log shall be maintained by client's maintenance staff as per these Preventative Maintenance Manuals as well as any other work performed on the simulator equipment. This log shall be available for review by \_\_\_\_\_ staff upon request.

# Simulation Theatre Revenue Share Agreement



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## REQUEST FOR PROPOSALS (RFP 10-1683)

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7. At the time of the warranty service, \_\_\_\_\_ may take parts from the client's spare parts inventory to affect the warranty repair. \_\_\_\_\_ will promptly replace these parts.
8. In the event that a reported problem cannot be resolved by telephone assistance, \_\_\_\_\_ will dispatch qualified field service personnel to site subject to \_\_\_\_\_ On-Call Service detailed below.
- (a) \_\_\_\_\_ provides 24-hour telephone support by trained technicians to respond to emergency service calls. In each 3 month period a cumulative total of 8 hours of telephone support will be provided free of charge. After that rates are US\$ \_\_\_\_\_ per hour to cover communication charges and technician's time.
- (b) If the service emergency cannot be resolved by telephone assistance, \_\_\_\_\_ will, within 2 days of receipt of a written "request for service" from the client, dispatch qualified service personnel to site to service the equipment. The client agrees to pay \_\_\_\_\_ for on site. Under 4 hours at site will be billed as US\$ \_\_\_\_\_; over 4 hours as a full day. Door to door travel time will be billed at US\$ \_\_\_\_\_ per hour.
- (c) Replacement parts (other than those covered by warranty) and any supplier support or other costs required to service the equipment will be an additional cost to the client.
- (d) If the required service requires non-\_\_\_\_\_ technicians, there may be adjustments to \_\_\_\_\_'s standard On-Call charges. Client approval will be first sought by \_\_\_\_\_ before dispatching technicians or incurring expenses on client's behalf that are non \_\_\_\_\_ standard.
- (e) On-Call Service can be provided from \_\_\_\_\_ offices in Canada / Japan / UK / USA/Portugal at \_\_\_\_\_'s discretion.

# Simulation Theatre Revenue Share Agreement



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### Attachment D

### Film Software

1. \_\_\_\_\_ agrees to license to the Client \_\_\_\_\_ Library Films for the period of the lease. \_\_\_\_\_ will provide the motion programming for the Films.
2. \_\_\_\_\_ agrees to deliver to the site the appropriate media for digital projection in English. The media will be provided for \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.
3. The film license fee will be \_\_\_\_\_ and is included in the payments specified in Clause 6 of this Agreement.
4. At the expiration or termination of this Agreement, the Client agrees to immediately return all existing playback media to \_\_\_\_\_.
5. In all advertisements in the media and in all publicity and promotional materials issued or authorized by the Client in respect to the film where billing identification is given, the Client shall accord the following credit: "This film is owned by \_\_\_\_\_".
6. \_\_\_\_\_ will provide to the Client such existing logos and images which will be useful in its marketing programs.
7. The Client agrees not to sell any merchandise which incorporates the images or music from any \_\_\_\_\_ film and accompanying Video Programs without the written agreement of \_\_\_\_\_.
8. The Client will report to \_\_\_\_\_ quarterly on the attendance by Film Title to be received within 15 days of every calendar quarter end.
9. All Intellectual Property Rights to the Film including all property rights, copyright, trademark, industrial design and patent rights are owned solely by \_\_\_\_\_ on behalf of itself and others. The Client shall not, in any manner, directly or indirectly harm, impair or challenge such rights of \_\_\_\_\_ and shall fully co-operate with \_\_\_\_\_ to take whatever actions \_\_\_\_\_ may reasonably require to protect all such rights.

# Simulation Theatre Revenue Share Agreement



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## Attachment E

### Experience and Vendor References

Provide the following information for at least three references where the proposed system is installed and in use at major tourist attractions or similar venues. Additional references are welcome.

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

# Simulation Theatre Revenue Share Agreement



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## Attachment F

### Cost Summary

Submitted By: \_\_\_\_\_

Describe the pricing structure for the proposed system. Attach additional pages if needed.

Simulator system, itemized:	\$
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Installation	\$
Incidental installation expenses, (i.e. travel)	\$
Initial Training Per Scope of Work	\$
One Year Warranty	\$

On-going Zoo Employee Training	\$ Hourly rate
Additional training & programming support:	\$ Hourly rate
Extended Maintenance & Support: 1 <sup>st</sup> Year \$_____	

**Note: Please include travel and any incidental costs associated with the above fees.**

**Attachment G****Simulator Attendance and Projections****Oregon Zoo Simulator  
Revenue and Expenditures**

For the years ended June 30, 2006, 2007 &amp; 2008 and Projections for 2009 &amp; 2010

**Attachment H**

	Actuals			Projections	
	2005-06	2006-07	2007-08	2009-10 *	2010-11
<b>Gross Revenue:</b>					
Simulator	\$ 306,324	\$ 296,732	\$ 201,190	\$ 95,000	\$ 320,000
<b>Expenses:</b>					
Staff	62,821	79,171	75,698	27,375	94,294
Marketing	6,423	2,613	-	3,000	12,000
Metro Excise Tax **	21,371	20,702	14,036	-	-
Total Expenses	90,615	102,486	89,734	30,375	106,294
<b>Net Profit:</b>	<u>\$ 215,709</u>	<u>\$ 194,246</u>	<u>\$ 111,456</u>	<u>\$ 64,625</u>	<u>\$ 213,706</u>
<b>Annual Zoo Attendance</b>	<b>1,356,192</b>	<b>1,469,378</b>	<b>1,477,461</b>	<b>1,620,000</b>	<b>1,620,000</b>

\* 2009-10 is based on the period of May 1, 2010 thru June 30, 2010

\*\* Metro Excise Tax is not longer accessed

Note: Projections are based on the simulator being available as an additional charge to guests at the zoo. The zoo is considering other options such as a separate gate on evenings and weekends, which may allow for a higher priced admission rate and increased attendance.