



Retail Sales – Oregon Zoo

RFP 2462

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

Procurement Analyst
Karen Slusarenko, CPPB
bidsandproposals@oregonmetro.gov

Notice is hereby given that proposals for RFP 2462 for Retail Sales –Oregon Zoo will be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on January 2, 2014. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals will be rejected. Proposers will review all instructions and contract terms and condition.

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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, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Retail Sales for the Oregon Zoo. Proposals will be due as indicated on the RFP cover page.

Pre-Proposal Conference

A mandatory pre-proposal conference will be held at the Oregon Zoo, Cascade Grill Sunset Room, 4001 SW Canyon Rd, Portland, OR, 97221, on December 4, 2013 at 9:00am. The Pre-Proposal meeting is expected to last for three hours. Interested proposers are required to attend the conference in order to gain information about the RFP requirements.

Details concerning the Oregon Zoo, retail sales, and proposal instructions are contained in this document.

II. BACKGROUND/ORGANIZATIONAL OVERVIEW

The Oregon Zoo (Zoo), located at 4001 SW Canyon Road, Portland, Oregon, 97221, is the leading fee-based visitor attraction in the state. Open year-round, with the exception of Christmas Day, the Zoo serves the metropolitan community of three counties and 26 cities, including urban, suburban and rural demographics. The Zoo just enjoyed the highest one-year turnout in its history with 1,683,442 guests in attendance (see Appendix B - Zoo Attendance – Two Years). This attendance number included 709,128 member visits, and 974,314 non-member visits. Gross retail sales have increased over the last three years to \$2.28 million dollars (see Appendix A – Gross Retail Revenues – Three Years). The Zoo is 64 acres, of which approximately 40 is developed as animal exhibits, zoo camp and class spaces, and amenities to support guest food, shopping and other activities.

The Zoo hosts many annual events throughout the year that offer an increased retail sale opportunity. The Zoo invites visitors to brighten their holiday nights at ZooLights, with its dazzling life-size animal silhouettes, moving sculptures, forests of lighted trees and light-bedecked train. ZooLights transforms the Zoo into a winter wonderland. The traditional holiday light show begins the Wednesday before Thanksgiving and runs through early January. See Appendix C – Map, Master Plan and Major Annual Events for a listing of other activities.

The Zoo has been community supported since 1888. Today, there is an increasing need for conservation leaders to guide, teach, and motivate people to protect the world's threatened wildlife and ecosystems. In addition to conservation, the Zoo inspires, teaches, and engages children, students, and the general public, through educational programs to make a positive impact on the natural world around them. From protecting regional wilderness to creating environmental stewardship through Zoo interactions and educational opportunities, from guiding future scientists to pioneering global conservation efforts, the Zoo sits at the apex of care for animals and their habitats.

The Zoo offers memberships to our visitors, managed by Oregon Zoo Foundation. Currently, the membership program encompasses approximately 45,000 households. An important membership benefit for gift shop retailers to note is that all members who show a Zoo membership ID are entitled to a ten percent (10%) discount at the Zoo Retail store.

The Zoo is active in 21 Species Survival Plans. For these species and many others, conservation work and research at the Zoo is ongoing and often in partnership with other conservation organizations. The Zoo actively works to restore populations of native species in the Pacific Northwest ranging from tiny butterflies to the continent's largest bird, the California condor. Researchers and veterinary staff at the zoo undertake both short-term and multi-year research projects, often in collaboration with other zoos, universities or government agencies charged with conservation.

The Zoo strives to be a model of sustainable conservation of natural resources, with programs for electricity, water, solid and animal waste, green roofs and native plants. Across the Zoo campus, staff and designers are

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examining everything the Zoo does to determine if it is possible to reduce water and energy consumption, reuse water and many materials around the Zoo, reduce waste, buy locally and from green sources and recycle everything. Since starting our reduce-reuse-recycle efforts, waste hauled off site has dropped 80%. Food waste has also dropped 80% through composting. The Zoo's onsite manure composting program turns 100% of herbivore manure into nutrient-rich compost.

The Zoo supports diversity through its commitment to creating, establishing and maintaining a diverse and inclusive culture through increased internal awareness and diversity sensitivity, employee recruitment and retention, public involvement, procurement and accessibility. The Zoo embraces understanding the strength of individual and group differences, respecting the perspectives of others and communicating openly.

The Zoo is a tobacco-free campus.

Retail Locations and Future Campus Improvements:

Retail Locations

Currently there are four retail sites on the Zoo grounds:

- Gift Shop – Cascade Outfitters (Main Store), 4910 square feet (Includes storage and offices)
- Crossroads Tent, 96 square feet
- Sankuru Trader, 1419 square feet
- The Hut, 96 square feet

Future Zoo Campus Capital Improvements

The Zoo is implementing \$125 million of bond-funded capital improvements for the elephant, condor, primate, hippo and rhino locations, as well as building a new Education Center, and upgrading the train route. There will be two new hubs created, an East Hub and West Hub, which will provide for natural guest congregation areas and allow for more retail opportunities. These improvements are not only good for the animals, but will inspire and engage visitors as well. This is an optimal time to consider potential retail growth opportunities for new/additional kiosks on Zoo grounds.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to operate and manage retail sales of the main gift shop and satellite locations. The gift shop offers animal-themed merchandise: plush animals, toys, gifts, Zoo-themed apparel, candy, jewelry and many other fun products. The current retail sales partner also offers services such as stroller rental, chair rental for concerts, penny smasher, photo booths and fudge and small candy sales.

The initial contract term is anticipated to be a five (5) year period, with an option to renew for a second five (5) year period. Metro intends to award this contract to a single firm to provide the services required.

Approach to Retail Management Services

Retail Management Services:

Contractor will provide for the operation and management of retail sales for 364 days a year (closed Christmas Day) including, but not limited to, the following:

- Operate during all normal zoo business hours
 - Summer: 9 a.m. to 7 p.m.;
 - Fall: 9 a.m. to 5 p.m.;
 - Winter: 10 a.m. to 5 p.m.; and
 - Spring: 9 a.m. to 5 p.m.
- Provide display cases and necessary equipment to offer items for sale
- Provide merchandise for sale:

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- Provide a range of custom memorabilia, commemorative merchandise and souvenirs
- Adhere to standards for use of the Zoo's trademarked assets
- Provide and manage rental services for carts, strollers, and wheelchair/electric scooters
- Develop an on-line product ordering program
- Store, package, merchandise and display products and services in a manner that reflects the Zoo's standards and brand, as controlled by Zoo management
- Manage inventory and all associated accounting, reporting and analysis
- Provide and maintain equipment and software to support operations, including computers, point of sale systems, cash registers, etc.
- Collaborate with the Zoo to create and introduce gift programs, special promotions, and a rewards program
- Application of a ten-percent discount for Oregon Zoo Members
- Respond to customer inquiries and feedback about retail services.

Schedule:

Proposers will follow the proposed schedule listed in Appendix D - Schedule for Proposal/Contract or propose a substitute schedule for Zoo evaluation. Proposers are asked to indicate in their proposal the schedule they will commit to.

Business and Sales Plan:

Contractor will develop and implement a business and sales plan describing their use of the premises, operating and sales approaches, and customer service delivery and follow up. At a minimum, Contractor will sell Zoo-related merchandise and rent strollers, wagons, wheelchairs and electric scooters.

The Zoo is focused on delivering all facets of an exceptional guest experience in a seamless manner. To that end, the Zoo is interested in exploring opportunities to cross-sell or co-locate guest amenities that are mutually beneficial to the Zoo and Contractor.

Additionally, the Zoo encourages the Contractor to propose new items, rental opportunities, or locations not currently in place at the Zoo. The Zoo would like the proposers to identify opportunities for consideration that are not traditionally considered "retail". These ideas may provide both the proposer and the Zoo flexibility in customer service delivery and increased sales opportunity.

Finally, the Zoo is interested in exploring an on-line presence to sell retail items. The Zoo encourages the Contractor to propose a plan for on-line sales.

The Zoo looks forward to discussing opportunities and reaching agreement on those opportunities to move forward.

Marketing Plan:

Contractor will develop and implement a marketing plan describing their approaches to attracting customers and increasing gross sales. Contractor will partner with the Zoo on special events, concerts, animal births, exhibit openings, etc. to maximize gross sales. Contractor marketing efforts must adhere to Zoo standards and are subject to review and approval by the Zoo.

Uniforms:

Contractor will maintain high standards for staff appearance and grooming. The Zoo's intent is for guests to not distinguish between Contractor and Zoo employees. Contractor employees must wear name badges that resemble Zoo staff name badges. Uniforms and badges are subject to Zoo approval.

Manager Selection and Performance: The person selected by the Contractor to manage Retail Operations should have extensive experience in the management of retail sales. This person must be a good communicator, a

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proven leader and must exhibit excellent customer service skills and values in dealing with customers and staff. If replacement of the Store Manager is required at any time or for any reason, replacement of the Store Manager will be done only after consultation with the Zoo. The Zoo reserves the right to request replacement of the Store Manager for good cause as determined by the Zoo, or for actions considered to be not in the best interests of the Zoo. The Zoo reserves the opportunity to interview potential candidates for the key position of Retail Store Manager and to provide feedback in the retail manager's yearly review.

Employee Conduct:

Contractor employees will comply with Zoo rules and conduct themselves in a professional manner. Contractor, at its own expense, will conduct criminal history background checks for its employees working on-site and will enforce the Metro policy for criminal background checks as part of the hiring process (see Appendix E – Metro Background Check Policy). The Zoo reserves the right to provide input on the conduct of Contractor employees.

Janitorial/Cleaning Services:

Contractor will be responsible for the daily upkeep of the retail spaces and any strollers, carts, wagons, wheelchairs, electric scooters and other products as needed. Areas in front of the store and retail spaces are to be kept clean and orderly. Carts and strollers must be maintained and thoroughly cleaned as often as necessary to meet guest expectations for safety and cleanliness.

Infrastructure:

The Zoo will provide telephone, electricity, HVAC, and water services. Contractor will reimburse the Zoo for actual long-distance telephone charges. Contractor will be responsible for postal services, copier services, and all technology necessary to operate the retail sales locations, including the procurement and maintenance of cash registers, servers and point-of-sale systems. Other contractor specific charges will be the responsibility of the contractor.

Permits and Licenses:

Contractor will be responsible for all applicable permits, licenses and fees pertaining to the operation of the retail facilities. Contractor will give all notices, and comply with all federal, state and local laws, ordinances, rules and regulations related thereto.

Storage:

The Zoo will provide Contractor 1,800 square feet of merchandise storage in the main retail gift shop building. The Zoo is amenable to Contractor restructuring the existing space to accommodate storage needs, if necessary, as long as it does not detract from sales revenue and retail space use. Storage space at the Zoo is extremely limited, and Contractor should not anticipate the Zoo providing additional storage. If additional storage space is needed and the Zoo has space available, the Zoo will charge a fee of \$1.50 per square foot per month.

Parking:

The Zoo is fortunate to have a light rail mass transit stop adjacent to its front gate and strongly encourages the Contractor to use this resource. The 1,000 space parking lot adjacent to the Zoo is operated by Portland Parks and Recreation and charges up to \$6.40 per day. During the peak summer season, the Zoo prohibits Contractor employees from parking in the lot. The Zoo may provide an employee shuttle during this time that may be available for Contractor employee use. If available and desired for Contractor employee use, Contractor will reimburse the Zoo for liability insurance to cover their employees utilizing the shuttle.

Financial Responsibilities

Revenue Share Payments to Zoo:

The Zoo expects the Contractor to increase per cap retail revenue over the duration of the contract and desires a revenue split of gross sales based on a tiered percentage of gross sales and a minimum annual guarantee for each contract year.

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Capital Improvement Plan:

The Zoo expects the Contractor to develop and implement a Capital Improvement Plan to promote retail sales through a substantial investment of capital dollars. Proposers will outline their planned capital investments to support retail sales as part of their proposal. The Zoo will evaluate the proposed capital improvements and the total proposed capital investment amount, as part of the proposal evaluation process.

The Zoo expects at least 80% of the capital investment to be spent within the first two years of the contract term to allow for return on investment. All capital improvement plans and budget must be approved by and coordinated with the Zoo. All capital expenditures must be clearly documented and reported to the Zoo.

Contractor will be responsible for all taxes including but not limited to state, federal and other municipal taxes related to retail operations at the Zoo.

Fiscal Year:

The Zoo's fiscal year is July 1st through June 30th. Contractor is required to align any annual reporting and revenue share calculations to this period.

Meetings and Reports:

Contractor will meet monthly with the Zoo to discuss sales and customer service outcomes, upcoming specials and promotions, forecast sales, and other long term plans. Expected standard reports includes monthly sales, year to date sales and annual forecasts, customer service survey results, and other important retail management and partnership topics.

Records and Right to Audit:

The Zoo will have the right, upon reasonable notice to Contractor, to inspect or audit all records of the Contractor which the Zoo considers necessary to determine revenue due from the Contractor's operation. If any inspection or audit made by the Zoo discloses a discrepancy of more than one percent (1%) in Gross Revenue for a rolling 12 month period or completed fiscal year, Contractor will reimburse the Zoo for the expense or cost of such inspection or audit. Contractor will be responsible for payment of all additional revenue as a result of any findings.

Sustainability and Business Practices

Metro and the Zoo support the benefits of purchasing local and regional products. The Zoo understands that retailers play a key role encourage sustainable practices in the supply chain. We expect the successful Contractor to support actions towards smarter consumption and changing consumers' behavior. Contractor should help develop a better understanding and strengthen the process related to educating guests about the green products available and the whole life cycle of products and their supply chain. The Zoo supports the benefits of purchasing local and regional products and believes that the retailer plays a key role in providing sustainable options and production. In the proposal, the Contractor will be required to submit ideas that promote strong sustainable options to Zoo guests.

Diversity in Employment and Contracting

Metro's diversity philosophy is built upon a commitment to create and maintain a diverse and inclusive culture through increased internal awareness and diversity sensitivity, employee recruitment and retention, public involvement and citizen advisory committee membership, procurement and accessibility. Metro embraces diversity in such a way that it includes understanding the strength of individual and group differences, respecting the perspectives of others and communicating openly. Metro strives to create an environment where all participants value and celebrate each other's contributions, skills and experiences and a workplace where staff is encouraged to thrive and reach their highest potential.

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IV. QUALIFICATIONS/EXPERIENCE

Proposers will have the following:

- (1) A minimum of five (5) years prior experience in the operation and management of retail facilities of similar scales and size
- (2) Proposers must not have defaulted or be in the process of defaulting on a similar contract

V. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Five (5) paper copies and one (1) electronic version of the proposal will be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Karen Slusarenko, RFP 14-2462
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 Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to bidsandproposals@oregonmetro.gov. Any questions, which in the opinion of Metro warrant a written reply or RFP addendum, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 2:00 pm on December 18, 2013.

D. Information Release:

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code provision 2.04.100 is available at:

http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf.

VI. PROPOSAL CONTENTS

The proposal should contain no more than forty (40) pages of written material, excluding biographies, resumes and brochures which may be included in an appendix to the proposal, describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on 8.5" x 11", recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

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- A. Transmittal Letter: State who the contractor will assign to: manage the retail contract and their specific roles, the manager of the retail transition, and the store manager. State that the proposal will be valid for ninety (90) days.
- B. Approach to Retail Management Services: Describe the approach to retail management services and a short and long-term work plan. Reference the work plan to a schedule/timeline.
- C. Schedule: Indicate whether you will commit to the proposed schedule listed in Appendix D - Schedule for Proposal/Contract or propose a substitute schedule for Zoo evaluation.
- D. Business and Sales Plan: Describe the proposed use of the premises, operating and sale approaches, and customer service delivery and follow up. This comprehensive business and sales plan must include, but is not limited to, the following:
- Strategies for operating the retail locations and accomplishing the work and requirements set forth in this RFP. Describe the sales approach for each current space, including the product and service offerings, and plans to increase sales.
 - Describe envisioned future retail locations at the Elephant Land and Education Center.
 - Types of products and services Contractor will offer, including items, rentals and food items, such as fudge. Describe the approach and method of product selection, including how items are determined to be "Zoo-related".
 - Discuss the value of offering, and willingness to provide, on-line retail sales.
 - Describe the POS system contractor intends to use.
 - Discuss the value and benefits of offering, and willingness to provide, a customer rewards program.
 - Customer service training and monitoring, including methods that will solicit and allow customers to provide feedback about the retail and rental environments, merchandise offerings, and their customer service experience. The contractor must monitor and report to the Zoo monthly the following: customer service satisfaction, cleanliness of retail locations and rental items, and satisfaction with products or rental services.
 - Organizational Chart, number of employees and their relevant qualifications.
- E. Marketing Plan: Describe the marketing plan for promoting the products and services proposed, and highlight activities to attract customers and increase sales. Include any specific funds or opportunities that will be made available to the Zoo to help promote Contractor's services.
- F. Financial Responsibilities: Describe the proposed timing and structure of payments made to the Zoo, and how the proposal will maximize value to the Zoo. This should include, but is not limited to, the following items:
- Revenue Share Payments to Zoo
 - Detailed revenue share structure stating the percentage of gross sales remitted to the Zoo. Proposal should be based on one or more percentages tiered off of Gross Sales.

Gross Sales	Percentage
Up to \$1,500,000.00	30.5%
\$1,500,001.00 - \$2,000,000.00	34.0% (on the increment)
\$2,000,001.00 - \$2,500,000.00	38.0% (on the increment)
\$2,500,001.00	42.0% (on the increment)

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- Describe how the revenue share will be calculated for discounted sales (e.g. 10% off Gift Shop purchases for Oregon Zoo Foundation members).
- Provide a pro-forma of the first full three years of annual sales and resulting revenue share to the Zoo. State the minimum annual guaranteed payment to the Zoo for each year of the contract term, based either on a fixed dollar amount adjusted annually by an inflationary factor or on a per-capita Zoo attendance amount adjusted annually by an inflationary factor. Include all assumptions used in the projection.
- Treatment of revenue share for partial periods, such as between contract ratification and June 30, 2014
- Proposers are encouraged to propose alternate revenue share calculation methods.
- Capital Improvement Plan/Investment
 - Include the total dollars contractor guarantees to invest in capital improvements over the five year contract term.
 - Describe proposed capital improvements with estimated costs and implementation dates. Describe anticipated impacts to the customer experience and how the improvement will support increased retail sales. The estimate should include, but is not limited to, all of the following improvements/requirements:
 - equipment
 - furnishings and fixtures
 - painting
 - doorways
 - lighting
 - upgrades
 - signage
 - ADA requirements
 - architectural design and engineering fees
 - Describe the general approach for continued operation during any facility reconfiguration, building remodel, or construction.

- G. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List and describe other retail locations operated by your firm over the past three (3) years which involved services similar to the services requested here. For each of these locations, include the name of the customer contact person, title, role in the retail contract, and telephone number. Identify persons on the proposed retail team that have worked at these locations and their respective roles. Provide five (5) current references with name, address, and telephone number.

Staffing/Project Manager Designation: Identify specific personnel assigned to implement and manage the retail contract. Describe their roles in relation to the work required, percent of their time devoted to the contract, and their relevant experience and qualifications. Include resumes of individuals proposed for this contract.

- H. Sustainable Business Practices:

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include, but is not limited to, the following items:
 - Energy efficiency
 - Use of non-toxic products and alternative fuel vehicles
 - Waste prevention and recycling
 - Water conservation
 - Sustainable product sourcing
 - Green building practices, etc.
 - Waste reduction and recycling
 - Reduced packaging
 - Encourage employees to use public transportation
 - Air emissions
 - Environmental impact of supply chain
 - Developing a culture of continuous improvement
 - Environmentally friendly products and services

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- Describe your firm's efforts in managing environmental policies, practices, performance and products/services incorporating the following areas:
 - Use of local products to reduce shopping impacts
 - Procurement policy that contains specific environmental standards
 - Product quality and safety. List standards that are set to ensure products function as they should, have safety features in the event of failure or accident, and do not become dangerous when broken (e.g., toys).
 - Pollution during manufacture and production. Describe standards that are set prohibiting the use of pesticides. Are non-polluting dyes used in garment manufacturing?

 - Economy: Describe your support of local businesses and markets within the Portland Metro region. Include the steps your company has taken in the past to support local businesses, and the steps that would be taken if selected as the Zoo retail contractor.

 - 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 included, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc. Include information in relation to charitable causes and forming of partnerships and participation in local community environmental projects.
- I. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
 - Describe your firm's philosophy and practices.
 - Contractor should employ 20% minority 20% woman
 - Recruit internally from existing temps or seasonal workers
- J. Exceptions to the Standard Agreement in Attachment A and this RFP: Carefully review the Standard Agreement attached hereto as Attachment A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro will 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.

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CHECKLIST OF REQUIRED ITEMS TO SUBMIT WITH YOUR PROPOSAL:

Required Item	<input checked="" type="checkbox"/>
Transmittal Letter	
Approach to Retail Management Services	
Schedule	
Business and Sales Plan	
Marketing Plan	
Capital Improvement/Investment	
Payments to the Zoo/Revenue Split	
Experience	
Sustainable Business Practices	
Diversity in Employment and Contracting	
Exceptions to Standard Agreement	

VII. 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 and presentations may be requested prior to final selection of firm. Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked Proposer, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Points
Work Plan	5
Business and Sales Plan	15
Marketing Plan	5
Capital Improvement Plan/Investment	20
Payments to the Zoo/Revenue Share	25
Experience	5
Sustainable Business Practices	10
Diversity in Employment and Contracting	15
Total	100

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. Validity Period and Authority: The proposal will be considered valid for a period of at least ninety (90) days and will contain a statement to that effect. The proposal will 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.

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- C. 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.
- D. Equal Employment and Nondiscrimination Clause Metro and its Contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) working days of issuance of the notice of intent to award by Metro. Appeals must be submitted to 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.

X. 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 Metro 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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Attachment A – Contract Template

RETAIL SERVICES OPERATIONS AGREEMENT

THIS RETAIL SERVICES OPERATIONS AGREEMENT (the “Agreement”) is made and entered into on _____, 2014, by and between 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, Oregon 97232-2736 (“Metro” or “ZOO”), as owner and operator of the Oregon Zoo, located at 4001 SW Canyon Road, Portland, OR 97221, and _____ referred to herein as “CONTRACTOR,” located at _____

In consideration for the mutual and reciprocal covenants and obligations set forth herein, it is agreed by Metro and CONTRACTOR as follows:

1. Definitions.

- 1.1 “**Contract Year**” means the fiscal year following the inception of the initial term set forth in Section 4 below, and each subsequent fiscal year.
- 1.2 “**Discounted Sales**” means gross receipts (as that term is commonly used) from sales to Members at a discount.
- 1.3 “**Gross Sales**” means the dollar aggregate of:

The receipts received by CONTRACTOR for all goods, wares and merchandise sold and the charges for all services rendered or performed by CONTRACTOR or otherwise, from all business conducted on, in, at, or from the Retail Premises, whether made for cash, by check, on credit, charge account, exchange or otherwise, without reserve or deduction for inability or failure to collect for the same, and regardless of the amount, if any, of profits realized on any transaction, including, but not limited to, such sales and services (i) where the orders therefore originate and are accepted by CONTRACTOR in the Retail Premises, but delivery or performance thereof is made from or at any other place; (ii) pursuant to mail, telephone, internet, or other similar orders received or billed at or from the Retail Premises; (iii) arising out of e-commerce sites and related to the ZOO, (iv) as a result of transactions pertaining to the Retail Premises originating from whatever source, and which CONTRACTOR in the normal and customary course of its operations would credit or attribute to its business-at the Retail Premises and; (v) receipts CONTRACTOR receives from Subcontractors, provided that ZOO has previously approved the contract between CONTRACTOR and its Subcontractors.

All moneys or other things of value received by CONTRACTOR-relating to its operations at the ZOO, which are neither included in nor excluded from Gross Receipts by the other provisions of this definition. Any discounts, rebates or allowances received by CONTRACTOR from merchandise vendors shall not be deemed to be Gross Receipts. All sales and orders originally made in or at the Retail Premises shall be considered as made and completed therein, even though payment of the account may be transferred to some other office of CONTRACTOR for collection, or although delivery of merchandise sold or the performance of service ordered in or at the Retail Premises be made from or at a place other than the Retail Premises.

The term “Gross Receipts” shall not include (or if included, there shall be deducted to the extent of such inclusion) the following: (a) the selling price of all merchandise returned by customers and accepted for full credit or the amount of discounts and allowances made thereon, or the amount of discounts or allowances made in lieu of acceptance thereof, and (b) ZOO Member Discounts (as defined in Section 15),

- 1.4 “**Retail Items**” means ZOO-related conservation items, wildlife education items, gift items and non-food merchandise including, but not limited to, the sale of books, prints, statuary, jewelry, plush toys, posters, paintings, paper



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products, educational children's gifts, design objects, decorative accessories, design furniture, clothing accessories, and collectibles for adults and children in connection with ZOO promotions and exhibits, and other similar merchandise.

1.5 **"Retail Premises"** means the Oregon Zoo Retail Gift Shop, commonly known as "ZooStore," Retail Kiosks located throughout the ZOO, _____, Credit Card and Coin Operated Vending Machines and 1,800 square feet of Storage Area, all as described and depicted on Exhibit A attached hereto. Additional Storage Area may be rented from the Zoo at \$1.50 a square foot per month.

2. Engagement for Retail Services.

Metro grants CONTRACTOR the right to operate the Retail Premises for the term of this Agreement, under the terms and conditions set forth herein.

3. Use of Retail Premises.

3.1 **Retail Sales and Rentals.** The Retail Premises shall be used by CONTRACTOR for the sale of Retail Items and for no other purpose whatsoever, except as otherwise permitted herein. ZOO shall have the right to require CONTRACTOR to remove from the Retail Premises or prohibit CONTRACTOR from selling in the Retail Premises merchandise that the Zoo Director, in said Director's sole discretion, determines is inappropriate for display and sale in the Retail Premises or inconsistent with ZOO's mission statement. CONTRACTOR shall operate wheelchair, stroller and wagon rentals on the Retail Premises. With ZOO's prior written consent, CONTRACTOR may sell pre-packaged food and beverage items, but shall not have the exclusive right to do so. The ZOO reserves the right to sell all goods and services not exclusively reserved to CONTRACTOR herein, or otherwise agreed upon in writing.

3.2 **Vending Machine Sales.** With ZOO's prior written consent, CONTRACTOR may place and operate credit card or coin-operated vending machines ("Vending Machines"), such as photo booths, sticker machines and penny machines on the Retail Premises. Future increases or decreases by CONTRACTOR in its Vending Machine operations beyond those established during the first year of the Agreement may only be made upon mutual written agreement. Upon mutual written agreement, all such vending rights may be transferred to the ZOO at any time during the Term of this Agreement. The ZOO may increase or decrease the scope of the ZOO's Vending Machine operations at any time.

3.3 **E-commerce.** CONTRACTOR's right to sell Retail Items shall also include the exclusive right to sell Retail Items on the internet. CONTRACTOR shall provide a turn-key, online store for all gift shop items, including special event items, seasonal items, and new product introductions. The appearance and functional aspects of the online store website shall be subject to the ZOO's prior review and approval. The ZOO's approval hereunder shall be granted or denied at the ZOO's sole discretion. CONTRACTOR shall be solely responsible for all aspects of E-commerce, including web-site maintenance, merchandise shipping, exchanges and returns.

4. Term and Renewals.

This initial Term of this Agreement is five years, beginning _____, 2014 (the "Commencement Date") and continuing through _____, 2019, unless terminated or extended as provided in this Agreement. This Agreement may be renewed unilaterally by Metro for one five-year term, at Metro's sole discretion. Further extensions of the term may be entered into upon the mutual written agreement of Metro and CONTRACTOR.

5. Minimum Annual Guarantee.

5.1 In consideration for the rights granted to CONTRACTOR hereunder, CONTRACTOR shall remit a minimum annual sum to ZOO, to be paid in twelve equal monthly installments on the fifteenth of each month (the "Minimum Annual Guarantee"). The Minimum Annual Guarantee computation and annual escalation factor are set forth in Exhibit B.



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5.2 CONTRACTOR will be assessed a late penalty of 1.5% per month from the date any payment is due for any late payments. For any year during the term consisting of less than twelve (12) full months, the guaranteed minimum payment amounts set forth in this Section 5 shall be adjusted *pro rata* based of the number of months or partial months in such year.

6. ZOO Revenue Share.

In further consideration of the rights granted to CONTRACTOR hereunder, CONTRACTOR shall pay ZOO monthly a percentage of the CONTRACTOR's Gross Sales that exceed the monthly portion of the Minimum Annual Guarantee in accord with the computation set forth in Exhibit B ("Zoo Revenue Share"). The Zoo Revenue Share shall be paid monthly in arrears no later than the-15th day of each month, the first due date following the commencement date being _____ 15, 2014. CONTRACTOR will be assessed late penalty of 1.5% per month from the date a payment is due for any late payments.

7. Retail Premises.

7.1 Delivery of Premises. On the Commencement Date the ZOO will deliver the Retail Premises in "AS-IS," present condition, including fixtures, equipment and office furnishings. At the time that ZOO conducts the inventory of merchandise pursuant to Section 11, ZOO will also prepare a schedule of the ZOO Property contained in the Retail Premises, which schedule will be signed by ZOO and CONTRACTOR and attached to this Agreement as Exhibit C.

7.2 Retail Premises Capital Investment. CONTRACTOR shall expend a minimum of \$XXX,XXX (the "Capital Investment") on the Retail Premises. Within six months of the Commencement Date, CONTRACTOR shall provide and be prepared to implement a mutually agreed upon phased comprehensive plan for improvements to the Retail Premises. Said comprehensive plan shall provide for the expenditure of 80% of the Capital Investment within the first two years of the Term. CONTRACTOR shall comply with all applicable laws, including ORS 279A-C, when making such improvements, and shall be responsible for obtaining all development approvals and building permits. CONTRACTOR and ZOO shall mutually agree in writing on the terms and conditions for CONTRACTOR, at CONTRACTOR's sole expense, to make said improvements to the Premises for the purpose of enhancing the performance of the retail operation.

8. Assignment.

CONTRACTOR shall not assign its rights and obligations under this Agreement without the prior written approval of the ZOO, which approval shall be granted or withheld at the ZOO's sole discretion.

9. Operating Covenants.

9.1 Hours of Operation. The Zoo Store shall be open for business to the public during the same hours in which the ZOO is open. The Zoo Store shall remain open at least 30 minutes later than ZOO closure during April, May and September or until substantially all visitors have left the ZOO; and at least one hour later than ZOO closure from Memorial Day weekend through Labor Day weekend or until substantially all visitors have left the ZOO. ZOO staff shall be permitted to access the Premises during CONTRACTOR's hours of operations. Notwithstanding the foregoing, CONTRACTOR, in the exercise of its reasonable business judgment, may vary on a temporary basis the number and hours of operation of the Premises as dictated by changes in business conditions, such as changes in weather and attendance; provided, however, that the Zoo Store shall be open at all times that the ZOO is open to the public.

9.2. Trade Names. Initially, CONTRACTOR shall operate the retail locations under their current names, but may propose and implement, with ZOO's consent, name changes.

9.3 Noise Control. CONTRACTOR shall keep the noise level associated with the Premises to a level acceptable to ZOO, determined at the ZOO's discretion.



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- 9.4 Merchandise Controls. CONTRACTOR shall purchase and sell only merchandise that is appropriate relative to ZOO's mission statement and in conformance with the permitted uses as provided in Section 3. CONTRACTOR will select, order, stock, replenish, insure, and pay for, a sufficient level of merchandise so that there is ample inventory for sale during the term of the Agreement. The ZOO shall have the right to prohibit the sale of products it deems inappropriate or inconsistent with the ZOO's mission.
- 9.5 Recording of Sales. All sales by CONTRACTOR in the Premises shall be recorded in a POS system maintained by CONTRACTOR and approved by ZOO, such approval not to be unreasonably withheld. CONTRACTOR's business activity on the Retail Premises and otherwise related to the ZOO and governed by this Agreement shall be reported in accord with generally accepted accounting principles and conventions.
- 9.6 Gross Receipts and Reporting. In accordance with the terms of this Agreement, CONTRACTOR will exercise its best efforts to maximize gross receipts from the retail sales operation during the term of the Agreement. With each monthly Zoo Revenue Share payment, CONTRACTOR shall provide ZOO with a monthly summary report that shows the daily sales for each retail location separately for the corresponding period. On a daily basis, ZOO's Director will be included in the distribution of CONTRACTOR's summary sales reporting via e-mail and, on a weekly basis, will receive the POS system station summary reports and the sales by department report for each retail location.
- 9.7 Quality Control Standards. CONTRACTOR shall provide adequate personnel and shall carry a full and complete stock of merchandise during the term of the Agreement.
- 9.8 Signage. All signage shall be subject to review and approval by the ZOO's Director.
- 9.9 Licenses. CONTRACTOR shall obtain and maintain all business and other licenses as may be required by law in connection with the operation of the Premises for retail purposes.
- 9.10 POS System. CONTRACTOR shall install and maintain a computer point of sale software system sufficient to process transactions and control inventory throughout the term of this Agreement. Maintenance and any upgrade of both POS hardware and software systems will be the responsibility of CONTRACTOR.
- 9.11 CONTRACTOR Staff. CONTRACTOR shall employ and compensate its employees at the Premises. All employees at Retail Premises must submit to ZOO criminal background checks.
- 9.12 Sales Manager. CONTRACTOR shall employ a highly-skilled professional retail sales manager who possesses the necessary experience and expertise to provide the overall management capability for a first-class retail sales operation. The ZOO shall have the right to interview potential candidates for the retail sales manager, approve or disapprove the retail sales manager at any time during the term of this Agreement, and to require CONTRACTOR to replace such personnel within thirty (30) days of receipt of written notice by the Oregon Zoo Director notifying CONTRACTOR of dissatisfaction with the manager's performance; provided, however, CONTRACTOR shall not be required to take any steps which it deems contrary to applicable law.
- 9.13 Employee Training. CONTRACTOR shall employ and train all employees necessary for the successful operation of retail sales. Training of the employees must encompass the concepts and policies of a first-class retail operation, including superior customer service skills.
- 9.14 Employee Discipline. CONTRACTOR shall employ only competent and orderly employees who will keep themselves neat and clean and accord courteous and competent treatment and service to all ZOO guests and personnel. Whenever ZOO notifies CONTRACTOR or its retail operations manager that any employee is deemed by ZOO to be incompetent, disorderly or unsatisfactory, CONTRACTOR will investigate the matter thoroughly and if good cause exists, as determined by CONTRACTOR, CONTRACTOR shall discharge such person, provided however that such discharge is



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not in violation of any outstanding collective bargaining agreements that may be entered into between CONTRACTOR and a union or any Oregon or federal employment law or regulation.

9.15 Uniforms. CONTRACTOR shall design and prepare specifications for the purchase of uniforms for retail operations employees to be worn on ZOO premises at all times. The uniform design must be approved the Zoo Director, prior to purchase. CONTRACTOR shall ensure that employees' uniforms are neat and clean at all times.

9.16 Applicable Laws. CONTRACTOR shall comply with all applicable laws and regulations in the operation of the retail sales operations.

9.17 Taxes. CONTRACTOR shall pay all sales, business, and occupational taxes, including any property tax ZOO may be assessed as a result of this Agreement, required by law related to the operation of the facilities; provided, however, CONTRACTOR shall not be obligated to pay any real property taxes above \$25,000 per Contract Year (such excess to be paid by ZOO). Unless Metro excise taxes are imposed as an additional amount to be colled at the time of sale, Metro excise taxes shall be paid by ZOO.

9.18 Non-exclusivity. ZOO reserves the right to periodically sell special promotional items and event-related items, or to permit such sales by the Oregon Zoo Foundation; provided, however, that ZOO shall not permit sales that cause an ongoing material adverse impact on CONTRACTOR's sales at the ZOO.

10. Powers Reserved to ZOO. The ZOO shall at all times have the following powers reserved to itself:

10.1 The right to final approval of all policies and procedures related to the operation and management of the retail operations, to the extent such policies and procedures pertain to or affect CONTRACTOR's interaction with ZOO guests and personnel.

10.2 Sole discretion to cancel, terminate, or interrupt any ZOO event, and cause the patrons to be dismissed, or to stop the sale of any product by CONTRACTOR. ZOO shall not be liable to CONTRACTOR for any loss or cost occasioned by any such determination or action by ZOO taken in good faith for the benefit or protection of Metro, Oregon Zoo, or the public generally.

10.3 In the event that any of the Retail Premises are destroyed by an act of God, fire, terrorism, vandalism, or other casualty to the extent that continued operation of the retail sales operations is not feasible, Oregon Zoo is under no obligation to replace the facilities.

10.4 Guarantee under Section (5) shall be proportionately abated during any period the Retail Premises are destroyed or reduced as provided in this section. The abatement shall cease when the destroyed premises are restored or replaced by a comparable facility.

10.5 If the entire ZOO must be closed due to fire or other casualty and is not reopened to the public within 180 days from the date of such suspension, CONTRACTOR shall have the right to terminate this Agreement by providing ZOO with 180 days' prior written notice of its intention to do so.

10.6 All construction, renovation and alterations in the Retail Premises during the term of the Agreement must be approved by and supervised by ZOO's Director.

11. Existing Inventory.

At a time to be mutually agreed upon, ZOO and CONTRACTOR will jointly conduct a preliminary physical inventory of the merchandise currently owned by ARAMARK Sports and Entertainment Services, LLC. and held for resale in the Retail Premises. CONTRACTOR will have at least one representative present during the time when such inventory is taken. ZOO shall thereafter provide CONTRACTOR with the inventory data from the preliminary inventory and shall permit

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CONTRACTOR to enter such inventory data into CONTRACTOR's systems, provided that CONTRACTOR's presence at the ZOO or in the ZOO Retail Premises during such period shall not be interpreted or regarded in any way as a commencement of the Agreement. Immediately prior to the Commencement Date, ZOO and CONTRACTOR will conduct a final physical inventory of the merchandise. CONTRACTOR will have at least one representative present during the time when such inventory is taken. All damaged and obsolete merchandise, to be determined mutually by the parties and not to exceed \$50,000.00 in value, will be removed from stock. The remaining merchandise will be valued at the time of the final inventory, at the cost for such merchandise, plus freight costs of 1.5%. CONTRACTOR will make cash payments to ARAMARK for the remaining merchandise on the Commencement Date.

12. ZOO's Services. ZOO shall provide services to CONTRACTOR as follows:

12.1 Utilities. Local telephone, electricity, HVAC and water services are provided to the Retail Premises in "AS-IS" condition. CONTRACTOR is responsible for incurred long-distance charges. Electrical power lines, telephone lines and point of sale network cable lines, as may be required by CONTRACTOR to or within the Premises, will be installed at CONTRACTOR's expense. ZOO will be responsible for the supervision of the installation of telephone lines and electrical power lines and will bill CONTRACTOR for the reasonable cost thereof.

12.2 Security. Security services will be provided to the Retail Premises by the Zoo at levels consistent with levels of security currently being provided by ZOO at the ZOO. ZOO shall not be responsible for any losses that CONTRACTOR may suffer due to shrinkage. ZOO security staff shall have reasonable access to the store to patrol and shall provide emergency response as necessary during operating and non-operating hours.

12.3 Janitorial/Trash and Pest Control Services. ZOO will provide the following janitorial services to the Zoo Store: daily trash removal and recycling pickup from holding area, quarterly cleaning of office and shop entryway carpet, and annual scrub and top coat of sales floor. CONTRACTOR shall clean up all trash and rubbish in and around delivery areas, loading platforms and docks and service corridors that occur in connection with the delivery of merchandise to the ZOO and the Retail Premises. The ZOO will provide no janitorial services at kiosk locations. CONTRACTOR shall pay ZOO for the costs of any additional janitorial services requested by CONTRACTOR or required as a result of CONTRACTOR's operations in the Retail Premises. CONTRACTOR will be responsible for cleaning the Retail Premises. ZOO shall provide pest control and extermination services in the Retail Premises.

12.4 Maintenance and Repairs. ZOO shall maintain, repair and replace all Retail Premises Utilities and Building Systems at the ZOO's expense, except when such repairs are necessitated by CONTRACTOR's negligence, damage due to misuse and unreasonable wear and tear. CONTRACTOR will utilize ZOO's maintenance personnel for the following CONTRACTOR maintenance, repair and cleanup obligations: maintenance and repair of ZOO Property contained in the Retail Premises and listed on Exhibit C, normal wear and tear and obsolete items excepted. CONTRACTOR will be billed by ZOO on a monthly basis for such work; provided such work is not otherwise the responsibility of the ZOO hereunder. Maintenance and repair functions may be performed outside of the ZOO's normal operating hours with prior arrangement by CONTRACTOR. CONTRACTOR shall not be responsible for the maintenance, repair or replacement of any other items except as provided herein. CONTRACTOR shall be responsible for maintenance, repair and replacement of fixtures, personal property and computer point of sale systems furnished by CONTRACTOR.

13. Parking.

CONTRACTOR and CONTRACTOR's employees and agents shall not park in the Washington Park Parking Lot during peak season, which dates shall be determined by ZOO in its sole discretion. CONTRACTOR and CONTRACTOR's employees and agents may park their vehicles in said lot during the off-season only, paying the ordinary metered parking fees.

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14. Website.

CONTRACTOR shall develop, host and operate ZOO's online store at www.oregonzoo.org through third party vendors and suppliers chosen by CONTRACTOR, subject to ZOO's approval, in ZOO's sole and absolute discretion. The cost of hosting, software and maintenance of the website shall be borne solely by CONTRACTOR. CONTRACTOR shall obtain written approval by ZOO for text, logo use, and website design. Upon expiration or sooner termination of the term hereof, CONTRACTOR, at ZOO's request, shall assign its interests in such website to ZOO.

15. ZOO Member Discounts.

CONTRACTOR agrees to participate in ZOO's program which offers discounts on merchandise to ZOO members as a benefit of membership. Zoo Members shall be entitled to a 10% discount off the ticketed or otherwise listed price of each item in the Retail Premises for the life of the Agreement ("Zoo Member Discounts"), unless reduced or eliminated by ZOO by written notification to CONTRACTOR. Verification of membership must be made at the time of the purchase. Other Zoo Member Discounts may be determined from time to time, upon mutual written agreement of ZOO and CONTRACTOR. Zoo Member Discounts are sometimes collectively referred to herein as "Discounts."

16. Monthly Meetings.

ZOO and CONTRACTOR will meet monthly to discuss sales and customer service outcomes, including but not limited to, the nature and type of merchandise being marketed in the Retail Premises, upcoming specials and promotions, forecasted sales, CONTRACTOR's success in meeting targeted gross receipts, capital improvements to the Retail Premises which may be necessary, other long-term plans, staffing issues and any other matters which ZOO and CONTRACTOR consider appropriate to enhance operations in the Retail Premises. CONTRACTOR will develop methods of soliciting customer satisfaction feedback about the customer service experience, the retail and rental environs, merchandise offerings, cleanliness of retail locations and suitability of retail and rental items. CONTRACTOR must report on said feedback monthly. The results of this survey will be discussed at each monthly meeting.

17. Financial Statements.

CONTRACTOR shall provide ZOO with a copy of CONTRACTOR's audited financial statements on an annual basis. CONTRACTOR shall also provide monthly, during the term of the Agreement, Gross Receipts reports accompanying the monthly payments, in a format reasonably acceptable to ZOO.

18. Performance Bond.

CONTRACTOR shall acquire a performance bond in the form set forth in Exhibit D, in the amount of not less than \$500,000, payable to Metro to assure compliance with all provisions of this Agreement, including all financial obligations. The performance bond shall be conditioned on the faithful performance of CONTRACTOR's obligations owing and payments due to Metro, all suppliers, materialmen, Subcontractors, and employees.

19. Indemnity and Insurance.

19.1 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. ZOO shall cooperate with CONTRACTOR in the investigation, defense, and settlement of all claims, except such damages or liability arising from, or attributable to ZOO's sole negligence or willful misconduct.



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19.2 CONTRACTOR shall procure and maintain at CONTRACTOR's sole cost and expense throughout the term of the Agreement, the following insurance policies, written by companies licensed in the State of Oregon and acceptable to Metro:

19.2.1 Commercial General Liability Insurance in combination with excess covering the Retail Premises with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with automatic coverage for premises operations and product liability; and

19.2.2 Contractual liability insurance sufficient to cover CONTRACTOR's indemnity obligations under the Agreement; and

19.2.3 Automobile bodily injury and property damage liability insurance in a minimum of One Million Dollars (\$1,000,000.00) per occurrence; and

19.2.4 All risk or special form insurance coverage for inventory, CONTRACTOR's contents, or any real or personal property, or its agents, employees, and waives all rights of subrogation. Business Interruption Insurance to assure continued payments in amounts consistent with the contract and all other payments historically received; and

19.2.5 Money and security insurance coverage and employee dishonesty coverage to cover loss or theft of money and property by employees, each to have a minimum limit of \$100,000.00.

19.2.6 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 "E," in lieu of the certificate showing current Workers' Compensation; and

19.2.7 All insurance policies required by the Agreement shall be in form and content reasonably satisfactory to ZOO and General, Excess and Automobile Liability insurance policies shall include **Metro, Oregon Zoo, its elected officials, employees, and agents as an ADDITIONAL INSURED.** CONTRACTOR shall make no adverse modifications to its insurance without the authorization of Metro. Notice of any policy cancellation shall be provided to Metro thirty (30) days prior to the cancellation.

19.2.8 Upon request, CONTRACTOR shall provide Metro with certificates of insurance complying with this section and naming Metro as an additional insured within fifteen (15) days of execution of this Agreement or twenty-four (24) hours before services under this Agreement commence, whichever date is earlier.

20. Inspection and Audit of Records.

20.1 CONTRACTOR shall keep within the Metro regional boundary true and complete records and accounts of all revenues, including daily bank deposits, with respect to Gross Receipts. CONTRACTOR agrees to establish and maintain a system of bookkeeping, which is consistent with generally accepted accounting principles and satisfactory to ZOO and to give the ZOO's authorized representatives access during reasonable hours to such books and records upon reasonable advance written notice to CONTRACTOR. CONTRACTOR agrees that it will keep and preserve for at least three (3) years all cash register tapes, credit card invoices, bank books, or duplicate deposit slips, and other evidence of Gross Receipts and business transacted for such period, and upon ten (10) business days written notice, CONTRACTOR shall make available to ZOO all documents required to be kept and maintained pursuant to the Agreement.

20.2 ZOO shall have the right at any reasonable time, and from time to time at ZOO's expense, to engage auditors to conduct an audit of all of the books of account, bank statements, documents, records, returns, papers, and files of CONTRACTOR relating to Gross Receipts, and CONTRACTOR, upon reasonable advance written request, shall make all

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such matters available for such examination. If such audit shows a deficiency in reporting Zoo Revenue Share for the period covered, and a deficiency in the payment of such fees shall be finally determined to exist, the amount thereof shall be paid promptly by CONTRACTOR to ZOO plus a service charge of 1% of said sum per month for each month from the date payment was due until the date payment is made. Further, in the event any audit or inspection discloses a single or cumulative deficiency in excess of 1% of the amount previously paid by CONTRACTOR to ZOO on account of any Contract Year, CONTRACTOR shall forthwith pay to ZOO the reasonable cost of the audit and/or inspection and such cost shall include all direct and indirect salary costs of ZOO, any charges made by any auditor or consultant of ZOO, and materials, supplies, and administrative overhead (as shall be determined by ZOO's Director from time to time).

20.3 Subject to the notice and cure period, nothing contained in this Section shall preclude ZOO from terminating in the event any inspection or audit discloses a material deficiency or deficiencies as indicated in this Section. In the event the ZOO uses counsel to collect any sums ultimately determined to be due to it from CONTRACTOR, CONTRACTOR agrees to pay ZOO its costs and reasonable attorney's fees, including the reasonable value of any services provided by in-house counsel.

20.4 CONTRACTOR will record each individual sale by cash register tape and will not permit any of its employees to make change for customers from boxes or containers, or from pockets of clothing, but will, instead, furnish lockable cash registers and cash drawers for its employees.

21. Inspection and Testing by ZOO.

ZOO shall have the right to observe transactions between CONTRACTOR and the public to determine the quality and quantity of merchandise offered to the public, the prices charged for merchandise, and the accountability of the revenue received from the sale of merchandise.

22. Termination by Mutual Consent.

This Agreement may be terminated by mutual consent of the parties.

23. Termination by ZOO.

23.1 Termination for Cause without Notice. The ZOO may terminate at its option and without prior notice if any one or more of the following events shall occur:

23.1.1 CONTRACTOR shall become insolvent, or shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

23.1.2 By order or decree of a court CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof; or

23.1.3 A petition under any part of the Federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against CONTRACTOR and shall not be dismissed within ninety (90) days after the filing thereof; or

23.1.4 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or government board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or



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substantially all of the property of CONTRACTOR and such possession or control shall continue in effect for a period of thirty (30) days; or

23.1.5 CONTRACTOR shall become a corporation in dissolution; or

23.1.6 The interests of or rights of CONTRACTOR hereunder shall be transferred to, passed to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceeding or occurrence described in sub-Section 23.1.1 - 23.1.5 of this Section; or

23.1.7 Labor Disputes: In the event CONTRACTOR cannot perform its obligations under this Agreement because of labor disputes, ZOO may terminate the contract, in part or in whole, and take control of the operations; or

23.1.8 CONTRACTOR shall abandon its operations on the Retail Premises, or, after exhausting or abandoning any further appeals, CONTRACTOR shall be prevented for a period of thirty (30) days by action of any governmental agency from conducting its full operation on the Retail Premises regardless of the fault of CONTRACTOR; or

23.1.9 If, in the opinion of the ZOO, a change in ownership or control of the CONTRACTOR occurs, then such change shall not be grounds for termination of CONTRACTOR's rights hereunder if the successor corporation shall acknowledge in writing to ZOO that it has all the obligations of CONTRACTOR under the Agreement and the ZOO provides written consent. The ZOO reserves the right to change terms and conditions as it sees appropriate. If the successor corporation shall fail to satisfy the foregoing condition, ZOO may, at its option, terminate this Agreement by sending written notice of termination, by registered or certified mail, at its address set forth herein, which notice shall be deemed given when mailed.

23.2 Termination for Cause with Notice. Upon the occurrence of any of the following events or at any time thereafter during the continuance thereof, ZOO may, at its option, terminate the Agreement by sending fifteen (15) business days' written notice of default and termination by registered or certified mail to CONTRACTOR at its address specified herein. It is understood and agreed that CONTRACTOR may avoid termination by curing all such defaults within the fifteen-(15) day period, or if fulfillment of the obligation in question requires activity over a longer period of time, CONTRACTOR fails to begin such activity within fifteen (15) business days after receipt by CONTRACTOR of notice of default as aforesaid, or in the opinion of ZOO fails diligently to pursue such activity; or

23.2.1 In the event CONTRACTOR fails to duly and punctually pay the monthly installment of the Minimum Annual Payment or Zoo Revenue Share, or fails to pay when due any other sum required to be made to ZOO pursuant to the Agreement, or if CONTRACTOR is in default of any payment required to be made to ZOO pursuant to any other agreement between CONTRACTOR and ZOO pertaining to the Zoo operations, or if CONTRACTOR violates any of the terms of the Agreement with respect to the items sold, their quality, or price; or

23.2.2 Any lien shall be filed against the Retail Premises or any portion thereof because of any act or omission of CONTRACTOR and not discharged within fifteen (15) business days, unless CONTRACTOR within the aforesaid fifteen (15) business days furnishes to ZOO such bond as ZOO in its discretion determines to be adequate to protect the interests of ZOO; or

23.2.3 CONTRACTOR fails to keep, perform and observe any promise, covenant, or other provision of the Agreement (other than the events of default as described elsewhere in Section 23), or fails to keep, perform, and observe any promise, covenant, or other provision of any other agreement between CONTRACTOR and ZOO.

23.3 CONTRACTOR will be allowed only one (1) notice of material default under sub-section 23.2 above in any ZOO fiscal year which it may cure within the time specified therein. The second such notice in any ZOO fiscal year shall, at the

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option of ZOO, be final and shall cancel and terminate all of CONTRACTOR's rights hereunder without any right on the part of CONTRACTOR to cure such default after receiving such notice.

24. Termination by CONTRACTOR.

If ZOO violates any of the terms of the Agreement or fails to perform hereunder, then thirty (30) days after receipt by ZOO of notice of default sent by CONTRACTOR by registered or certified mail return receipt requested, CONTRACTOR may, at its option, terminate the Agreement by sending written notice of termination, by registered or certified mail, to ZOO at its address specified herein; provided, however, that CONTRACTOR may, at its option, include notice of termination in its notice of default. It is understood and agreed that ZOO may avoid termination by curing all such defaults within the thirty (30) day period described herein.

25. Vacation of Retail Premises at Expiration/Termination.

Upon expiration or the termination of the Agreement, CONTRACTOR shall surrender the Retail Premises and all keys thereto, including all improvements, apparatus, fixtures (including lighting fixtures), display cases and shelving, furniture, equipment, storefront signage and all signage within the Premises, (the "ZOO Property"), which were located in or installed in the Retail Premises on the Commencement Date of this Agreement and including any further capital improvements made under the terms of this Agreement in as good condition and repair as on the Commencement Date, reasonable wear and tear and obsolete items excepted. CONTRACTOR will be permitted to remove from the Retail Premises only CONTRACTOR's personal property, such as computers, point of sale systems and registers as may be installed on the Retail Premises and paid for by CONTRACTOR, and obsolete or damaged inventory.

26. CONTRACTOR Inventory.

At the expiration (or earlier termination) of the Agreement, provided that CONTRACTOR is not then in default, ZOO will arrange for the acquisition from CONTRACTOR of the merchandise then in the Retail Premises per Section 11 above – i.e., in the same manner and with exactly the same terms that CONTRACTOR buys the Existing Inventory (as of the Commencement Date). If vacation of the Retail Premises is due to expiration of the Term hereof, CONTRACTOR will receive payment in cash for the said merchandise on the last day of the Term. If vacation of the Retail Premises is due to termination hereunder, CONTRACTOR will receive payment in cash for the said merchandise within ninety (90) days of the date termination takes effect.

27. Intellectual Property.

Neither party shall have any right to use the other party's trademarks, service marks and copyrighted materials without first obtaining the prior written consent of the other party, except as follows: All logos, trade names or other proprietary information or materials used by CONTRACTOR in its business shall remain the sole property of CONTRACTOR. Any marketing, public relations, advertising, sponsorship, and promotional materials used or created specifically in connection with the Retail Services at the ZOO (excluding any such materials used or created by CONTRACTOR in the conduct of its business at operating locations other than the ZOO), whether prepared by ZOO or otherwise, including but not limited to logos, radio ads, television ads, billboards, letterhead, ticket stock, on-site signs, banners, programs, coupons, print ads and like printed materials of any kind (collectively, the "Property") shall be owned exclusively by ZOO and may not be used by CONTRACTOR, its employees, Subcontractors and/or agents for any other purpose except in the conduct of the Retail Services. Any and all Property, and material containing Property, shall be forthwith delivered by CONTRACTOR to ZOO on request by ZOO. ZOO may alter any such work, add to it, or combine it with any other work or works, in its sole discretion.

28. Notices.

All notices required to be given by CONTRACTOR to ZOO pursuant to the Agreement shall be in writing and sent by registered mail to:



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Oregon Zoo
Attn: Zoo Director
4001 SW Canyon Road
Portland, Oregon 97221-2705

Or such other place as ZOO may from time to time designate in writing to CONTRACTOR.

All notices required to be given by ZOO to CONTRACTOR pursuant to the Agreement shall be in writing and sent by registered mail to:

Or such other place as CONTRACTOR may from time to time designate in writing to ZOO.

29. Director.

The ZOO Director may designate another ZOO employee to perform any or all of the duties of the Director under this Agreement.

30. Equal Employment Opportunity.

During the performance of the Agreement, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference or national origin.

31. 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.

32. 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 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 Agreement; 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. Nothing in this Agreement shall be construed as creating a partnership or joint venture between ZOO and CONTRACTOR.

33. State and Federal Law Constraints.

Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, 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



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federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act; provided, however, that, all structural modifications to the existing premises of the Oregon Zoo, or any part thereof, required by the Federal or State Occupational Safety and/or Health Acts, Title III of the Americans With Disabilities Act ("ADA"), and building construction codes shall be made by Zoo, and such modifications shall not be made at CONTRACTOR's expense. CONTRACTOR shall be responsible for the ADA compliance of the improvements paid for with the Investment.

34. 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.

35. 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.

36. Modification.

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

CONTRACTOR

METRO

By: _____

By: _____

Title: _____

Martha Bennett
Chief Operating Officer

Date: _____

Date: _____



Metro

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Exhibit A Retail Premises



Metro

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Exhibit B

Minimum Annual Guarantee

Zoo Revenue Share Computation



Metro

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Exhibit C

Schedule of the ZOO Property Contained in the Retail Premises (Responsibility of CONTRACTOR)

Schedule of Retail Premises Utility and Building Systems (Responsibility of the Zoo)



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Exhibit D Performance Bond



Metro

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Exhibit E
Certificate of Workers' Compensation Insurance
Including Employer's Liability



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Appendix A - GROSS RETAIL REVENUES - Three Years

Gift Shop Gross
 Revenue

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
Non-member Sales	246,426	232,824	186,560	75,418	32,705	116,975	66,606	66,351	131,586	154,160	152,366	243,635	1,705,612
Member Sales	59,292	56,530	58,301	24,215	19,839	73,012	38,230	28,432	54,242	55,717	45,540	61,407	574,757
Fiscal 1213 total	305,718	289,354	244,861	99,633	52,544	189,987	104,836	94,783	185,828	209,877	197,906	305,042	2,280,369
Non-member Sales	230,243	248,653	138,582	59,093	33,067	114,635	31,877	48,099	82,787	135,752	146,443	243,476	1,512,705
Member Sales	71,520	65,573	53,919	27,869	26,757	66,567	15,940	26,406	36,311	57,675	45,243	72,898	566,678
Fiscal 1112 total	301,763	314,226	192,501	86,962	59,824	181,202	47,817	74,505	119,098	193,427	191,686	316,374	2,079,383
Non-member Sales	224,125	226,425	141,774	66,191	28,743	74,253	33,055	48,673	88,225	110,942	126,443	248,743	1,417,591
Member Sales	75,700	66,393	60,618	22,828	17,555	64,931	17,298	22,761	30,967	38,003	31,519	80,049	528,622
Fiscal 1011 total	299,825	292,818	202,392	89,019	46,298	139,184	50,353	71,434	119,192	148,945	157,962	328,792	1,946,213



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Appendix B - ZOO ATTENDANCE – Two Years

Attendance
 Fiscal Year 12-13

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
Adult	84,894	91,195	46,935	17,551	17,762	79,759	10,987	17,019	48,010	37,952	45,299	64,632	561,995
Senior	4,870	4,434	2,868	1,265	961	3,878	724	1,006	2,455	2,190	2,398	3,508	30,557
Youth	29,006	27,619	12,478	4,870	4,353	17,436	2,683	5,228	17,734	13,021	11,911	18,051	164,390
Group	2,722	1,694	1,931	777	633	415	1,305	2,747	3,303	13,258	24,404	4,097	57,286
Oregon Zoo Foundation (Adult, Senior, Youth Combined)	86,159	82,194	57,121	29,733	36,528	99,219	25,739	36,882	76,900	57,842	52,866	67,945	709,128
Free	16,062	17,590	14,383	7,029	7,698	18,624	4,542	18,186	11,316	13,176	18,087	13,393	160,086
Fiscal 12 13 total	223,713	224,726	135,716	61,225	67,935	219,331	45,980	81,068	159,718	137,439	154,965	171,626	1,683,442

Attendance
 Fiscal Year 11-12

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
Adult	95,993	95,432	34,991	20,247	19,932	73,365	8,289	14,261	21,309	39,951	47,900	53,879	525,549
Senior	4,376	4,496	2,420	1,218	999	2,938	338	561	858	1,714	2,234	3,115	25,267
Youth	28,438	28,750	9,733	5,641	5,327	17,490	2,115	4,360	7,151	12,922	12,734	16,814	151,475
Group	3,593	1,744	2,256	1,670	877	455	765	1,817	3,924	12,589	25,632	3,823	59,145
Oregon Zoo Foundation (Adult, Senior, Youth Combined)	88,729	87,265	52,630	37,372	34,917	91,702	21,362	31,261	41,601	60,835	63,734	69,412	680,820
Free	16,290	15,662	12,903	7,686	6,962	23,683	11,222	4,431	6,100	13,844	19,843	16,593	155,219
Fiscal 11 12 total	237,419	233,349	114,933	73,834	69,014	209,633	44,091	56,691	80,943	141,855	172,077	163,636	1,597,475

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Appendix C – Map, Master Plan and Major Annual Events





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Below is a link to the Oregon Zoo’s comprehensive capital master plan document:

http://www.oregonzoo.org/sites/default/files/downloads/orzoo_ccmp-111020-lowres.pdf. This document can also be found on the Oregon Zoo website www.oregonzoo.org.

Segments of the master plan pertaining to the construction timeline can be found on page 57, Bond Projects Implementation Schedule. Please review the east and west hub locations for future retail solicitations (see pages 62, 65, 66, 70 and 78 for various hub locations).

Zoo Major Annual Events (high attendance days and retail opportunities)
Martin Luther King Jr. Day – Free day for select groups
\$4.00 Tuesdays (Second Tuesday of each month) - Discounted days usually have high attendance especially during peak season (March through September)
Spring Break
Rabbit Romp – A yearly egg hunt (large attendance)
Elephantastic – Celebration of Packy’s birth – Held in April
Safe Kids Day and Head Start Day – Community events – Typically held in May
Mother’s Day Brunch – Large catered brunch for mothers
Summer Season – Memorial Day through Labor Day – Large attendance throughout season
Summer Concert Season – Featured concerts with national artists
ZooLaLa – Major fund raiser by the Zoo foundation – Typically held in July
Senior Safari – Free day for seniors and companions – Typically held in September
Howloween – Holiday “trick or treat” event
Veteran’s Day – Free admission for veterans and their families
ZooLights – Major winter lights festival during the last week of November through early January



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Appendix D – Schedule for Proposal/Contract

Schedule

Proposers will follow the proposed schedule listed below or provide an alternative schedule for evaluation by the Zoo. In proposal content bidder will be asked to confirm that they can follow predicted timeline or propose one of their own for evaluation.

- Posted: November 8, 2013
- Walkthrough: December 4, 2013
- Questions close: December 18, 2013
- Christmas break impact
- Submissions Due: January 2, 2014
- Submissions distributed to reviewers: January 6, 2014
- Submission review and ranking: January 8 through January 17, 2014
- Notification of proposers about presentation and date/time scheduling: January 21, 2014
- Presentations: January 28, 29, 30, 2014
- Final selection complete and bidders informed: February 13, 2014
- Send contract out for signature: March 20, 2014
- Contractor in place and ready for business: April 21, 2014



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Appendix E – Metro Background Check Policy

Policy

In order to protect the well-being of its employees and the public and safeguard agency assets, Metro will conduct criminal background checks on all internal and external applicants selected as finalists for Metro positions, including internships and volunteer positions. In addition, this policy provides that current employees have an ongoing duty to disclose certain criminal convictions and other information as described below. The criminal background check is intended to assess individuals' fitness for complying with the job requirements. This policy is administered by the Human Resources Department with oversight by the Office of Metro Attorney.

Definitions

Arrest: A criminal charge that may or may not have resulted in immediate incarceration.

Child Care Division Central Background Registry: A registry maintained by the State of Oregon to ensure that all individuals working in or associated with childcare facilities and education programs receive criminal history and child protective services record checks.

Direct Unsupervised Access: Contact with children that provides an employee, volunteer or intern with the opportunity for personal communication or touch when not under the direct supervision of a childcare provider or another employee. *OAR 414-061-0020.*

Fair Credit Reporting Act (FCRA): FCRA is a federal law that regulates how consumer-reporting agencies use personal information.