DOWNTOWN REDEVELOPMENT AUTHORITY  
VANCOUVER, WASHINGTON  
REQUEST FOR QUALIFICATIONS: 2020 ARCHITECTURAL AND ENGINEERING  
SERVICES FOR THE HILTON VANCOUVER CONFERENCE CENTER HOTEL

The Downtown Redevelopment Authority (DRA) is requesting Statements of Qualifications (SOQ) from interested and qualified firms for architectural and engineering professional services for the Hilton Vancouver Conference Center Hotel. The DRA is soliciting proposals from Hilton approved design firms to provide interior design services for planned renovations of the hotel lobby and pool area. Only design firms currently approved by Hilton are eligible for the proposed projects.

Request for Qualifications packets may be examined at Vancouver City Hall, Customer Service Desk, 1st floor lobby, 415 W. 6th Street, Vancouver, Washington 98660. Request for Qualifications packets may be obtained from the Downtown Redevelopment Authority website at https://www.cityofvancouver.us/dra. The packets are available for viewing, downloading and printing on your own equipment free of charge.

Hilton Vancouver staff will conduct a mandatory site tour for interested design firms on Friday February 28, 2020 at 9:00 a.m. Firms interested in attending the site tour are required to contact Kirsten Hull at Kirsten.hull@cityofvancouver.us.

Sealed SOQ responses will be received by the DRA Program Assistant at the City of Vancouver, Washington up to the hour of 3:00 p.m. Friday March 13, 2020. Responses delivered later will not be accepted. The City of Vancouver and Vancouver Downtown Redevelopment Authority are not responsible for delays in delivery.

All responses to this request that are mailed through the United States Postal Service shall be addressed to the DRA Program Assistant, City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995. Please be advised that USPS deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery. Hand-delivered responses or responses not sent through the USPS, shall be delivered to the Vancouver City Hall, Customer Service Desk, 1st floor lobby, City of Vancouver, 415 W. 6th Street, Vancouver, Washington 98660. The United States Postal Service will NOT deliver to the street address.

SOQ responses shall be placed in a sealed envelope, which is clearly marked “RFQ 01-2020 DRA/Hilton Vancouver 2020 Design Services”. Responses by fax or e-mail will not be accepted.

The DRA is committed to providing equal opportunities in contracting activities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises. The DRA reserves the right to cancel this request or reject any and all responses submitted or to waive any minor formalities of this call if the best interest of the City would be served.

No respondent may withdraw his response after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding ninety days (90) days.
INTRODUCTION/BACKGROUND

The Vancouver Downtown Redevelopment Authority (DRA) is a special purpose public development authority created by the City of Vancouver to be the owner of the Hilton Vancouver Hotel and Convention Center. The DRA is governed by a seven member Board of Directors and oversees the management of the hotel by Hilton Management LLC. The Hilton Vancouver consists of a conference center with 29,000 net square feet of meeting space, including a Grand Ballroom and a junior ballroom, and meeting rooms (the "Conference Center"); a seven-story, 226-room full-service, first-class, "upscale" conference-oriented hotel; an underground garage with 160 parking spaces; and other supporting facilities commensurate with a full-service, first class, conference-oriented upscale hotel. The Hilton Vancouver also contains a business center and a full-service restaurant. Other amenities include a lounge, a swimming pool and an exercise room. The hotel opened in June 2005 and has operated continuously since then as the "Hilton Vancouver Washington." A renovation of the Conference Center was completed in 2014 and a renovation of Grays Restaurant occurred in 2018.

More information on the Hilton Vancouver floor plans and space layout can be found at the following link: https://www3.hilton.com/en/hotels/washington/hilton-vancouver-washington-PDXVAHH/event/index.html

SCOPE OF WORK

The DRA is requesting Statements of Qualifications (SOQ) from interested and qualified firms for interior design, architectural and engineering professional services for the Hilton Vancouver Conference Center Hotel. The DRA is soliciting proposals from qualified Hilton approved design firms to provide services for the following 2020 Capital Projects.

- Project HLT 20-01: Lobby Renovation.
  - Lobby renovation to include new floor, wall and front desk finishes, sundry counter, seating areas, drapes, directional signage, entrance doors and exterior lighting.
  - Furniture, fixtures and equipment to include chairs, couches, tables, lamps, business center desk/seating and trash receptacles.
  - Budget estimate of $1,260,000 (excluding design and project management).
- Project HLT 20-02: Interior Pool & Pool Restroom Renovation
  - Pool renovation to include new flooring, paint, seating and lighting.
  - Pool restroom renovation to include new tile flooring, paint, shower stalls, counters, sinks, fixtures, mirrors and lighting.
  - Budget estimate of $225,000 (excluding design and project management).

The DRA anticipates selecting one firm to complete the design for projects 20-01 and 20-02 using the responses to this RFQ. The DRA also anticipates initiating a $10-$15 million guest room renovation project either later in 2020 or in 2021 and will be requesting qualifications for the design for that project at a later date. Design firms with more than five years experience including significant renovation design work for at least 12 properties in the upper-upscale segment may inquire about becoming a Hilton approved design firm by contacting Kirsten Hull at Kirsten.hull@cityofvancouver.us.
APPROXIMATE TIMELINE

- Issue RFQ February 7, 2020
- Mandatory Site Tour February 28, 2020 (pre-registration required)
- SOQ Due March 13, 2020
- Selection for Interviews March, 2018
- Interviews March, 2018
- Final Selection March, 2018
- DRA Board Approval April, 2018
- Notice to Proceed April, 2018

SUBMITTAL FORMAT/REQUIREMENTS

The SOQ shall be contained in a document not to exceed thirty (30) pages including pictures, charts, graphs, tables and text; the front and back covers, dividers, cover sheet, table of contents and a letter of introduction (maximum two (2) pages) will not be counted in this 30 page limit. Page size is limited to 8 ½ x 11 inches with basic text information no smaller than 12 point font. Double sided printing is encouraged and each printed side will count towards the 30 page limit.

To facilitate review, SOQ submittals should conform to the format outlined in the evaluation criteria. Proposals should be clear and concise. Emphasis should be placed on the specific qualifications of the people who will actually perform the work of this contract and the specific approach to execution of the work. Submit one (1) original, five (5) copies and one electronic copy of the proposal on either USB thumb drive (PDF formatted files) or via e-mail.

All submittals shall be placed in a sealed envelope, which is clearly marked “RFQ 01-2020 DRA/Hilton Vancouver 2020 Design Services”. Responses by fax or e-mail will not be accepted.

Statements of qualifications should address the following topics:

- Firm/Team Qualifications
  - Firm Overview.
  - Hilton Hotel Design Qualifications.
  - Hotel and Conference Center Renovation Experience within the Past Five Years.
  - List the firm’s personnel that worked on each project.
  - Include references for a minimum of three projects that may be contacted.
  - Proposed Project Personnel Biographies and Qualifications.
  - Address the availability of project team members relative to the proposed schedule.
  - Proposed Sub-Consultants
    - Address the role, relationship with your firm and relevant experience of all sub-consultants likely to work on this project.

- Design Concepts
- Preliminary ideas that you think may be appropriate for the Vancouver Hilton.
  - General Outline of Tasks and Timing.
  - Approach to Establishing Design Costs for Each Project.
- Comments on Draft Contract
  - Comments and Noted Exceptions to Draft Contract (Attached).

**SELECTION OF THE CONSULTANT**

It is the intent of the DRA to appoint a committee to review and evaluate the SOQ responses. The DRA may choose to interview a shortlist of consultants before making the selection. If interviews are held the shortlisted consultants will be contacted to schedule an interview date.

The DRA reserves the right to reject any and all submissions to this RFQ, request clarification or waive informalities/technicalities, if deemed in the best interest of the DRA. The DRA assumes no responsibility for costs incurred in responding to this RFQ.

**EVALUATION CRITERIA**

The DRA will evaluate RFQ responses based on the following criteria.

- Hilton Approved Design Firm (Pass/Fail)
- Firm/Team Qualifications (50%)
  - Recent Hilton and/or upscale conference center hotel experience.
  - Proposed project personnel experience.
  - Proposed sub-consultants, relationship with your firm and relevant experience.
  - References.
- Design Concepts (50%)
  - Lobby design concepts.
  - Pool design concepts.
  - Outline of tasks and timing.

**SUBMITTAL PROCEDURE**

Sealed responses will be received by the DRA Program Assistant at the City of Vancouver, Washington up to the hour of **3:00 p.m., Friday March 6th, 2020**. Responses delivered later will not be accepted. The DRA is not responsible for delays in delivery.

All responses shall be placed in a sealed envelope, which is clearly marked “RFQ 01-2020 DRA/Hilton Vancouver 2020 Design Services”. Responses by fax or e-mail will not be accepted.

All responses to this request shall be addressed to the attention of the DRA Program Assistant:
Please be advised that USPS deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.

**DRAFT CONTRACT**

Attached to this document is a draft of the proposed contract to be used for the requested design services. Please review the draft contract and submit a list of any exceptions, concerns or required modifications in your response.

**OTHER INFORMATION**

**Insurance**

The selected consultant must provide a current Certificate of Insurance on the standard “ACORD” or comparable form not limited to the following (See specific contracts for individual additional requirements):

- $2,000,000.00 general liability
- $2,000,000.00 professional liability
- $1,000,000.00 automobile liability
- $2,000,000 cyber liability
- $1,000,000 umbrella liability
- Vancouver Downtown Redevelopment Authority named as additional insured
- Current compliance with the State of Washington Industrial Insurance Program
- Washington State Stop Gap (if applicable)

The Consultant shall obtain, and keep in force said insurance during the entire term of the contract.

**Reimbursement**

The DRA will not reimburse suppliers for any costs involved in the preparation and submission of responses to the RFQ or in the preparation for and attendance at subsequent interviews. Furthermore, this RFQ does not obligate the DRA to accept or contract for any expressed or implied services. The DRA reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the response.
Public Records and Proprietary Material
Respondents should be aware that any records they submit to the DRA or that are used by the
DRA even if the respondents possess the records may be public records under the Washington
Public Records Act (RCW 42.56). The DRA must promptly disclose public records upon request
unless a statute exempts them from disclosure. Respondents should also be aware that if even a
portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.
Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.
Respondents should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the DRA will notify the RFQ respondent of any
public disclosure request for the respondent's proposal. If the respondent believes its records are
exempt from disclosure, it is the respondent's sole responsibility to pursue a lawsuit under RCW
42.56.540 to enjoin disclosure. It is the respondent’s discretionary decision whether to file such a
lawsuit. However, if the respondent does not timely obtain and serve an injunction, the DRA will
disclose the records, in accordance with applicable law.

General Information Form
The General Information form, on the next page, is designed to serve as the cover sheet. Do not
attach cover letters, title pages or blank sheets ahead of this form, nor substitute letterhead paper
for it. If additional space is needed, plain paper may be attached behind this form. This form
must be signed by a person authorized to enter into contract negotiations on behalf of your
firm. This individual must be at least 18 years of age.
REQUEST FOR QUALIFICATIONS #1-20: DRA 2020 ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE HILTON VANCOUVER CONFERENCE
CENTER HOTEL

General Information Form

This form must be signed by a person authorized to enter into contract negotiations on behalf of your firm. To be considered for this project, the submittals must be completed in accordance with this RFQ and this cover sheet must be attached as the first page.

Authorized Official (Signature)  Date

Print Name of Authorized Official  Title of Authorized Official

Company Name  Contact Person

Address  City, State, Zip

Phone Number  Fax Number

E-Mail Address  Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained from the DRA website at https://www.cityofvancouver.us/dra.
CITY OF VANCOUVER
DOWNTOWN REDEVELOPMENT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT No. ____________
Professional Architectural, Engineering and Design Services

This Agreement by and between the Vancouver Downtown Redevelopment Authority, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "DRA" and __________ hereinafter referred to as "Contractor", whose address is ________________.

WHEREAS, the DRA desires to engage the Contractor to provide _____________________________ services and provide other related professional services. Contractor has agreed to offer its professional services to perform said work per DRA issued Request for Qualifications No. ______ (RFQ) and Contractor’s submittal to said RFQ on file in DRA Procurement Services.

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by DRA.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The DRA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the DRA, the services hereafter set forth in connection with this Agreement:

   Contractor agrees to provide professional _____________________________ and other related professional services per RFQ No. _______ and Contractor’s response to said RFQ on file with the DRA and by reference hereto made a part of this Agreement.

   All work must be authorized and approved by the DRA’s Project Manager before any work can begin. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from DRA staff.

   Contractor compensation shall be based on deliverables as identified in Attachment A and shall not exceed $______ without the written approval of the DRA.
2. Order of Precedence.
Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; Contractor’s submitted response to RFQ No. _____ and RFQ No.__________.

3. Relation of Parties.
The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for DRA and are not employees of DRA. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to DRA employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind DRA in any way except as may be specifically provided herein.

4. E-Verify.
Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon DRA request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.
The service of the Contractor is to commence as of __________. It is agreed services hereunder shall be completed by ________________.

6. Delays and Extensions of Time.
If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor’s control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and DRA and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to DRA.

7. Compensation and Schedule of Payments.
DRA shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without DRA’s prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services
rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to DRA covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The DRA reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. DRA and Contractor agree that any amount paid in error by DRA does not constitute a rate change in the amount of the contract. The contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the DRA’s business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the DRA may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The DRA will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the DRA. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the DRA. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.


The DRA, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the DRA.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.
10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules, policies and regulations.

11. City of Vancouver Business and Occupation License.

Contractors will be required to obtain a City of Vancouver business license when contracting with the DRA, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the DRA, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the DRA by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the DRA and the Contractor, such cost, fees and expenses shall be shared between the DRA and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Liens.

Contractor will keep all DRA property free and clear from all liens. The DRA may require as a condition to payment waivers or releases of liens or receipts in full and an affidavit that all such claims have been fully satisfied.


Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the
performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($2,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit Automobile Liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business, policies.

b. DRA Listed as an Additional Insured: The DRA, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. Either the Commercial General Liability or the Workers’ Compensation policy must be endorsed to include “Washington Stop Gap” insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker’s Compensation. Contractor shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor’s employees engaged in the performance of the work or services; and, Employer’s Liability insurance of not less than One Million Dollars ($1,000,000) for each accident, Five Hundred Thousand Dollars ($500,000) for each disease for each employee, and One Million Dollars ($1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars ($1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. If the services provided under this Agreement includes a professional service or advice, which includes but is not limited to any form of professional consultation, Professional Liability insurance is required with a limit of not less than $2,000,000, including Errors And Omissions or equivalent coverage for liability arising out of media activities, as well as coverage for intellectual property infringement, defamation, misleading and deceptive
conduct, and claims arising out of Provider’s negligent or willful errors or omissions during the performance of the services. Such insurance shall also include coverage for reasonable attorneys’ fees and investigation costs.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The DRA shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the DRA’s request, by submitting an insurance certificate to the DRA on a standard “ACORD” or comparable form.

15. Hilton Requirements.
The DRA and Hilton have entered into a management agreement for the Hilton Vancouver and all work under this Agreement will be completed according to the requirements of Hilton. Those requirements include but are not limited to the following:

a. Equipment. Contractor will provide all equipment, materials and supplies necessary to perform the services at Contractor’s sole cost. Hilton may provide equipment at its sole option. Storage of Contractor equipment and other personal property on the premises is at Contractor’s sole risk and neither Hilton or the DRA will be responsible for any loss or damage. Upon completion of the project or termination of this agreement Contractor will remove all equipment and personal property at Contractor’s sole expense. Contractor will reimburse Hilton and/or the DRA for the replacement cost of any Hilton equipment the Contractor damages or loses and will reimburse Hilton for any cost it incurs for the removal of Contractor equipment or personal property.

b. Privacy. If in providing the services under this Agreement Contractor has access to Personal Information (as defined in the Privacy Standards), Contractor will comply with the Hilton Privacy and Data Protection Standards for Service Providers (the “Privacy Standards”), posted at: http://www.hiltondistribution.com/__privacyanddataprotectionstandards.htm and incorporated herein. Contractor acknowledges that it has had the opportunity to view the Privacy Standards. If any of the terms of this Agreement conflict with the Privacy Standards, the provision more protective of the Hilton prevails. Hilton will post amendments to the Privacy Standards at the foregoing URL or another URL provided by Hotel. Contractor’s continued performance of services
under this Agreement after the posting of an amendment will constitute its agreement to comply with the amended Privacy Standards.

c. Responsible Sourcing. Contractor will comply with Hilton’s Responsible Sourcing Policy set forth at https://ir.hilton.com/~/media/Files/H/Hilton-Worldwide-IR-V3/committee-composition/responsible-sourcing-policy-march-2017.pdf, incorporated herein and as may be amended from time to time, which outlines the standards expected of Hilton’s suppliers. Contractor acknowledges that it has reviewed the Responsible Sourcing Policy. If any terms of the Agreement conflict with the Responsible Sourcing Policy the provision more protective of the Vancouver Hilton and Hilton will prevail. Hilton will post amendments to the Responsible Sourcing Policy at the foregoing URL or another URL provided by Hilton. Contractor’s continued performance under this Agreement after the posting of an amendment will constitute Contractor’s agreement to comply with the amended Responsible Sourcing Policy.

d. Confidentiality. Contractor will treat all information and materials provided by Hilton (“Confidential Information”) as strictly confidential and with at least the same degree of care that Contractor uses to protect its own most valuable confidential and proprietary information. Contractor may use Confidential Information only for the purpose of providing services under this Agreement. Contractor will disclose or permit access to Confidential Information only to employees and representatives who have a need to know the Confidential Information in order to provide the services. Contractor will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom Contractor discloses the Confidential Information. Confidential Information does not include information that is publicly available, that is obtained from independent sources free of any obligation, other than through improper disclosure, or that is developed independently of and without reference to the Confidential Information. If Contractor is required by law, rule or regulation or court order to disclose any Confidential Information, Contractor will, where permitted by law, promptly notify Hilton in writing prior to making any disclosure and will reasonably cooperate with any effort by the Vancouver Hilton to obtain a protective order or other remedy. At Hilton’s request, Contractor will promptly return or destroy all Confidential Information in Contractor’s possession or control and certify the same to Hilton.

e. Publicity. Contractor may not display or distribute any signs or notices upon the premises without prior written approval of Hilton. Contractor may not issue public announcements or press releases relating to Hilton without the prior written consent.

f. Marks. Contractor acknowledges that Hilton is the owner of all trademarks, trade names, service marks, copyrights and logos (collectively “Marks”) that are provided to you in connection with the services under this Agreement. You do not have any ownership rights in the
Marks and may not use the Marks in any fashion without the express written consent of Hilton. Contractor will not take (or fail to take) any action if it will result in a challenge to the validity of the Marks or ownership of the Marks. Contractor will not (i) contest or deny the validity of, right or title to the Marks; (ii) encourage or assist others directly or indirectly to do so at any time; nor (iii) use the Marks in any manner that would diminish the value of the Marks or harm the reputation of Hilton. Contractor has no right to authorize any third party to use the Marks. Contractor will use the Marks in accordance with any guidelines and instructions provided by Hilton.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

DRA: Contractor:
Executive Director Name/Address
Downtown Redevelopment Authority _________________________________
415 W 6th Street _________________________________
P O Box 1995 _________________________________
Vancouver WA 98668-1995 _________________________________

And to:
General Manager
Hilton Vancouver
301 West 6th Street
Vancouver, WA 98660

17. Amendments.
All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

18. Scope of Agreement.
This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
19. **Ratification.**
Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

20. **Governing Law/Venue.**
This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

21. **Cooperative Purchasing:**
The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the DRA incurring any financial or legal liability for such purchases. The DRA agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the DRA is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

22. **Public Disclosure Compliance.**
The parties acknowledge that the DRA is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the DRA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the DRA in the event of a request for disclosure. In the event the DRA receives a public record request for any data or deliverable that is provided to the DRA and that is licensed from the Contractor, the DRA shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the DRA from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

23. **Debarment.**
The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.


The DRA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this_________ day of _______________________, 2020

DRA, A municipal corporation

__________________________________
Paul Lewis, DRA Executive Director

__________________________________
Signature:

Attest:

__________________________________
Marc Fazio, Secretary/Treasurer

Approved as to form:

__________________________________
Brent Boger, DRA Attorney