

BEFORE THE METRO CONTRACT REVIEW BOARD

CONSIDERATION OF RESOLUTION NO. 01-3048A) RESOLUTION NO. 01-3048A
FOR THE PURPOSE OF AUTHORIZING THE)
EXECUTIVE OFFICER TO EXECUTE A MULTI-) Introduced by Mike Burton
YEAR CONTRACT FOR CONCERT PRODUCTION) Executive Officer
AT THE OREGON ZOO.)

WHEREAS, The Zoo contracts for services for concert production; and

WHEREAS, The Zoo mailed RFPs , reviewed proposals, conducted interviews, and
chose a concert production contractor; and

WHEREAS, This contract is designated to have significant impact on Metro.

BE IT RESOLVED:

That the Metro Council authorize the Executive Officer to execute the zoo's contract
for concert production services.

ADOPTED by the Metro Contract Review Board this 26th day of April,

2001.



David Bragdon, Presiding Officer

Approved as to form:

Daniel B. Cooper, General Counsel

REGIONAL FACILITIES AND OPERATIONS COMMITTEE REPORT

CONSIDERATION OF **RESOLUTION NO. 01-3048A**, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-YEAR CONTRACT FOR CONCERT PRODUCTION AT THE OREGON ZOO

Date: April 12, 2001

Presented by: Councilor Park

Committee Recommendation: At its April 12, 2001, meeting, the Regional Facilities & Operations Committee voted 3-0 to recommend Council adoption of Resolution No. 01-3048 as amended. Voting in favor: Councilors Park, Hosticka, and Burkholder. Voting against: none. Absent: none.

Background: Kathy Kiaunis, Assistant Zoo Director, presented the staff report. She stated that the multi-year contract covers all expenses related to the annual summer concert series, including concert coordination, bands, lighting, and insurance. She noted that the series usually lasts 16 weeks.

Committee Issues/Discussion: Councilor Hosticka asked if the title of the resolution, referring to "Concert Coordinator" was adequately descriptive of the scope of the contract. Ms. Kiaunis confirmed that the scope went beyond coordination. Councilor Hosticka then suggested that the title be amended to replace the phrase "Concert Coordinator" with "Concert Production". The rest of the committee agreed to this amendment.

Key Public Testimony: none

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 01-3048 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-YEAR CONTRACT FOR CONCERT COORDINATOR AT THE OREGON ZOO.

Date: March, 2001

Presented by: Kathy Kiaunis

PROPOSED ACTION

Approve Resolution 01-3048 to authorize Executive Officer to execute Metro Contract No. 922793 (Attachment A) with Reischman Concerts LLC resulting from the RFP (Attachment B).

EXISTING LAW

Metro code section 2.04.026 (a) requires council authorization for contracts having significant impact on Metro.

BACKGROUND

Oregon Zoo has had a three-year contract for an independent concert coordinator whose responsibilities include all services required to book, stage, and pay musical groups for a maximum of 16 week night concerts and up to nine premium concerts.

The request for proposals was sent to every known qualified concert booking firm including those owned by minority, women and emerging small business. This contract is designated significant impact. Due to an oversight on the part of zoo staff, the RFP was not brought before the council for review. The RFP has since been advertised. Reischam Concerts LLC was the only proposer.

BUDGET IMPACT

Funding for the contract was included in the FY00-01 budget document for a total fiscal year cost of \$427,000.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 01-3048.

Attachment A

Project: Concert Production
Contract No. 922793

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and REISCHMAN CONCERTS LLC, 3116 S.E. 11th Avenue, Portland, Oregon 97202.

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

1. Duration. This personal services agreement shall be effective February 15, 2001, and shall remain in effect until and including September 30, 2005, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed two million one hundred seventy three thousand, seven hundred thirty four dollars and no/100ths (\$2,173,734.00).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including

employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. 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.

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

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or

claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. 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 federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

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

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

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

15. 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.

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

REISCHMAN CONCERTS LLC

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Oregon Zoo
Concert Coordinator**

Scope of Work

- A. Contractor shall provide the following goods and services: all of the following is subject to the approval of the Event Coordinator or Marketing Manager.
- 1) Book all artists and provide performers, sound, lighting, stage equipment and technicians necessary to present a maximum total of Oregon Zoo summer concerts. This includes eight Wednesday night concerts, eight Thursday night concerts, and up to eight hard-ticket "premium" concerts.
 - 2) Enter into contracts necessary to produce all components of concerts on behalf of the zoo, and provide copies of these contracts to the zoo with invoices.
 - 3) Pay all artist, technical and production costs and fulfill contract obligations with funds included in this contract.
 - 4) Act as liaison between artists & the zoo.
 - 5) Consult with zoo staff on hiring of ticketing agency. Work with zoo and ticketing agency as needed to ensure proper selling of tickets.
 - 6) Submit to the Event Coordinator or Marketing Manager be-weekly reports on concert expenses; including receipts, invoices, contracts, and records of payment for all expenses (artist and technical fees, labor, rental, sound systems, lighting and equipment fees and production costs). Final reports and invoices are due within 30 days after the final concert.
 - 7) Assist Oregon Zoo with the development of long range planning for concerts.
 - 8) Make recommendations to the Zoo Marketing Department each September on concert production budget for the following summer concert season.
- B. In the following areas of interaction, concert coordinator will work directly with staff pursuant to the direction and under the auspices of the Marketing Manager or Zoo Senior Public Affairs Specialist.

Artists/Programming

- 1) Develop program and musical presentation goals in keeping with the zoo's 19 year history of presenting premier outdoor concerts.
- 2) Maintain familiarity with international, national and regional touring artists.
- 3) Maintain a current roster of agencies representing artists to retain the highest level of performance possible within the budget available.
- 4) Book and enter into contracts with all artist/presenters for Zoo concerts as requested by the Zoo Senior Public Affairs Specialist.

Technical

Sound/Lights: Employ state of the art sound and light companies to fulfill artists' contract riders while adhering to needs of the Zoo such as noise variance and coordination with other events.

Equipment

Rent pianos and band back-line gear required by artists' riders.

Labor

Subcontract all labor required for successful concert presentation. Labor may include stage management and stage hands, piano tuner, concert runners, sound and lighting technician (outside scope of contracted sound/light company), concert emcees, merchandising, ticketing, and security personnel (as necessary to fulfill artists' riders) if not provided by the Zoo.

Marketing

- 1) Work with zoo staff and/or other contractees to develop graphic images for all concerts and special events under the scope this of contract as requested. Provide promotional materials and support to ad designers as requested in a timely manner.
- 2) Work with the zoo photographer to obtain photos of concerts for publicity purposes and documentation for sponsors.
- 3) Prepare and disseminate all press releases and public service announcements; these must be approved by the Media Relations Officer prior to release.
- 4) Promote concerts for art, entertainment and cultural coverage through direct media contact.
- 5) Attend and participate in planning and debriefing meetings with zoo staff as needed.

Development/Administration

- 1) Work with the Oregon Zoo Foundation Corporate Sponsorship Manager as well as the monetary and media sponsors to solicit motel/hotel accommodations on a complimentary/sponsorship basis when housing accommodations are required in artists' contract riders.
- 2) When deemed appropriate, solicit piano/musical gear co-sponsorship in exchange for in-kind contribution of pianos or backline gear.
- 3) Consult with zoo security personnel and volunteers in areas of crowd control, parking lot and shuttle services to alleviate traffic congestion during concerts.
- 4) Consult with security and animal management to ensure animal safety before, during and after concerts.
- 5) Consult with zoo administration staff and Event Coordinator on concert admission and complimentary pass policies and ticketing arrangements.

Guest Services

Work directly with guest services catering staff on artist and crew hospitality and backstage catering requirements within available budget.

Facilities Services

- 1) Work with the zoo electrician to meet sound, light and technical power needs, such as shore power for artists' vehicles.
- 2) Arrange for scheduling of zoo vehicles necessary for artists' and performers' transportation needs.
- 3) Arrange scheduling of zoo forklifts per schedule provided by sound contractor.
- 4) Work with custodial staff to ensure that the bandshell facilities are clean, comfortably furnished and available to artists/performers in a timely fashion.
- 5) Coordinate custodial event staff to arrange for banner placement and signage, canopy placement, weatherization and protection of technical gear.
- 6) Support facilities services staff to ensure public use of, and participation in, recycling efforts at concerts.

Education

Work directly with Event Coordinator and other personnel to insure smooth transition of bandshell programming such as Birds of Prey (B.O.P.) shows, children's summer camp classes and other educational activities.

Insurance

VI. 3.A. of the RFP shall be amended to include:

General liability insurance shall cover special event liabilities. Coverage shall be as required by Metro with a carrier to be specified by Metro.

Attachment B

REQUEST FOR PROPOSALS CONCERT COORDINATOR RFP 01R-9-ZOO

I. INTRODUCTION

The Zoo Department of Metro is requesting proposals for an independent Concert Coordinator for a three- year period. Proposals must be submitted no later than 3:00 p.m. on March 14th, 2001. Please send proposals in a sealed envelope Krista Swan, Oregon Zoo, 4001 SW Canyon Road, Portland, OR 97221. Details concerning this project and proposal are contained in this document.

II. BACKGROUND OF PROJECT.

2001 will be the 23rd season of summer concerts at the zoo. This year, 16 concerts are proposed for Wednesday and Thursday nights during the summer season (mid-June--mid-August) and eight hard-ticket "premium" concerts. Concert times are from 7:00 to 10:00 p.m. Concerts have featured mostly national groups. Concerts are held at the Zoo's band shell, with seating on the lawn.

The concerts are provided through the Zoo's Marketing Team. The coordinator will work under the direction of the Marketing Manager and the Event Coordinator, as well as work closely with the Zoo's Facilities Management, Visitor Services and Volunteer sections, as well as other staff and agencies as listed in the Scope of Work.

III. PROPOSED SCOPE OF WORK

See attached.

IV. QUALIFICATIONS/EXPERIENCE

The successful proposer must possess the following qualifications and experience:

- A. Experience/expertise in booking national/international touring acts.
- B. Experience/expertise with stage management.
- C. Experience/expertise in business management.
- D. Experience/expertise in sound systems and sound level monitoring.
- E. Experience/expertise with outdoor concert lighting
- F. Experience/expertise with concert publicity.
- G. Experience/expertise with concert security.
- H. Experience/expertise in working with corporate sponsors.
- J. Experience/expertise in working with volunteers.
- K. Experience/expertise with problem solving, especially in a non-profit situation.

V. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Two copies of the proposal shall be furnished to the project manager:

Krista Swan
Oregon Zoo
4001 SW Canyon Road
Portland, OR 97221

B. Deadline

Proposals will not be considered if received after 3:00 p.m., March 14, 2001.
Postmarks are not acceptable.

C. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100.

Copies of this document are available from Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR, 97232 or call (503) 797-1717.

D. Proposal Contents

The proposals should contain information describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

1. How you/your firm would perform the services requested.
2. Your resume and resumes of other key personnel.
3. Information on firms with which you will be subcontracting, including resumes of their key personnel.
4. Number of hours each key person will be involved with the activities described in the attached scope of work.
5. Work history in terms of similar services.
6. History of successful work previously completed for similar clients and ability to furnish recommendations of satisfied clients.
7. Contractor's proposed annual fee which includes:
 - Coordinator's fee for service performed
 - Sub-contractors' fees for lighting, sound and other services. Invoices will be required to justify reimbursement for these expenses.
 - A maximum of \$40,000 annually for weekday concerts and a maximum of \$24,000 annually for premium concerts.
 - \$10,000 for event liability insurance as required by Metro with a carrier to be specified by Metro.

VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. 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 accept or reject any or all proposals received in response to this request, to negotiate with qualified proposers, or to cancel all or part of this RFP.
- B. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of 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.
- C. Metro intends to award a Personal Services Contract with the selected person/firm for this project. A copy of the standard form contract which the successful consultant will be required to execute is attached.
- D. Contractor shall purchase and maintain at the contractor's expense the following types of insurance covering the contractor, its employees and agents.
1. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
 2. Automobile bodily injury and property damage liability insurance.
- Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- Metro, its elected officials, departments, employees, and agents shall be named as an additional insured. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.
- Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. The contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.
- E. Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Billing, accompanied by itemized expenses and a progress report will be prepared for review and approval.
- F. The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

VII. EVALUATION OF PROPOSALS

A. Proposals that conform to the proposal instructions will be evaluated. Proposals will be reviewed by a selection committee and oral interviews with finalists will be conducted in the selection process.

B. Evaluation criteria

This section provides a description of the criteria which will be used to evaluate proposals submitted to accomplish the work defined in the RFP.

Experience/expertise in booking.....	25
Experience/expertise with stage management/production	25
Fee	15
Experience/expertise in business management	10
Experience/expertise with concert publicity.....	10
References.....	10
Experience/expertise with corporate sponsors and non-profit organizations.....	5

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YEAR CONTRACT FOR CONCERT COORDINATOR)	Executive Officer
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WHEREAS, The Zoo contracts for services of a concert coordinator; and

WHEREAS, The Zoo mailed RFPs , reviewed proposals, conducted interviews, and chose concert coordinator; and

WHEREAS, This contract is designated to have significant impact on Metro.

BE IT RESOLVED:

That the Metro Council authorize the Executive Officer to execute the zoo's contract for concert coordination services.

ADOPTED by the Metro Contract Review Board this ____ day of _____, 2001.

_____ David Bragdon, Presiding Officer

Approved as to form:

Daniel B. Cooper, General Counsel