

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING) Resolution No. 89-1080
A CONTRACT WITH STEVE REISCHMAN)
TO COORDINATE THE 1989 ZOO) Introduced by Executive
CONCERT SERVICES) Officer Cusma

WHEREAS, The Metro Washington Park Zoo is again
planning to offer a nine week, 18 concert series; and

WHEREAS, The Metro Washington Park Zoo has need of a
concert coordinator to book bands, oversee stage operations and
otherwise coordinate the concert series; and

WHEREAS, A request for proposals was advertised, and
proposals were reviewed by a selection committee; and

WHEREAS, Steve Reischman was chosen by the selection
committee to coordinate the 1989 Zoo concert series; now,
therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District
approves a contract with Steve Reischman to coordinate the 1989
Zoo concert series.

ADOPTED by the Council of the Metropolitan Service
District this 27th day of April, 1989.


Mike Ragsdale, Presiding Officer

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STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1080
FOR THE PURPOSE OF APPROVING A CONTRACT
FOR CONCERT COORDINATION

Date: Apr. 10, 1989

Presented by: Jane Hartline

PROPOSED ACTION

Staff recommends that the Executive Officer be authorized to execute a contract with Steve Reischman for concert coordination.

FACTUAL BACKGROUND AND ANALYSIS

On February 24, the Zoo sent out an RFP for coordination of the summer concert series. The RFP was mailed to seven firms and advertised in The Skanner (February 22, 1989) and Portland Business Today (February 23, 1989).

Three responses to the RFP were received and all three firms were interviewed by a panel of four persons - two from the Zoo, one representing the concert sponsors and one professional in the concert business. They recommended Steve Reischman be awarded the contract.

The scope of work for the contract includes hiring bands, managing the concerts, emceeing, working with the sound contractors, publicizing the concerts, interfacing with Zoo staff and volunteers for the 9-week, 18-concert series.

The maximum amount payable under this contract is \$31,500. This amount includes the coordinator's fee of \$15,000, out-of-pocket expenses up to \$1,600 and \$15,000 for artist fees, rental fees for pianos and other technical equipment.

Meier and Frank and Burger King have agreed to underwrite the concerts with contributions to the Zoo of \$10,000 and \$15,000 respectively (a total of \$25,000).

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends Council adoption of Resolution No. 89-1080.

CONVENTION, ZOO & VISITOR
FACILITIES COMMITTEE REPORT

Agenda Item No. 4.3

Meeting Date April 27, 1989

RESOLUTION NO. 89-1080, APPROVING A CONTRACT WITH STEVE REISCHMAN
TO COORDINATE THE 1989 ZOO CONCERT SERIES

Date: April 19, 1989

Presented by: Councilor Knowles

COMMITTEE RECOMMENDATION: At the April 18, 1989 Convention, Zoo & Visitor Facilities Committee meeting, members present -- Councilors DeJardin, Kelley and myself -- voted unanimously to recommend Council adoption of Resolution No. 89-1080. Councilors Buchanan and Van Bergen were absent.

COMMITTEE DISCUSSION/ISSUES: Zoo Marketing Division Manager Jane Hartline presented Resolution No. 89-1080 which approves a contract with Steve Reischman to coordinate the 1989 Summer Zoo concert series, from April 1989 until September 15, 1989. The Division followed a formal competitive RFP process, consistent with Metro Code purchasing policies, and received three responses, all of whom were interviewed. Ms. Hartline noted Mr. Reischman was considered the most knowledgeable of the respondents and the Zoo has contracted with him in previous years. The Zoo's actual cost for the \$31,500 contract will only be \$6,500 because Meier and Frank and Burger King have agreed to underwrite the concerts with contributions of \$10,000 and \$15,000 respectively.

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GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 89-3-881-20 BUDGET CODE NO. 20-05-00-7500-00000
 FUND: 200 DEPARTMENT: Marketing (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Concert Coordinator

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Steve Reischman

5. EFFECTIVE DATE 4/1/89 TERMINATION DATE 9/15/89
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 31,500
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 31,500

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989 8.89 \$ 13,250
 B. BUDGET LINE ITEM NAME Cont. Services AMOUNT APPROPRIATED FOR CONTRACT \$ _____
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Mar. 15, 1989 \$ 41,900

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)


SUBMITTED BY See rating sheet, attached \$ _____ MBE
 SUBMITTED BY _____ \$ _____ MBE
 SUBMITTED BY _____ \$ _____ MBE

9. NUMBER AND LOCATION OF ORIGINALS 3

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW



 DEPARTMENT HEAD

CONTRACT REVIEW BOARD
 (IF REQUIRED) DATE _____

1. _____
COUNCILOR
2. _____
COUNCILOR
3. _____
COUNCILOR

COUNCIL REVIEW
 (IF REQUIRED)

DATE

FISCAL REVIEW

BUDGET REVIEW

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 3rd day of April 1989, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and Steve Reischman, hereinafter referred to as "CONTRACTOR," whose address is P. O. Box 13242, Portland, OR, for the period of April 19, 1989, through Sept. 15, 1989, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees 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, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of ^{thirty one thousand} five hundred AND 0/100THS (\$ 31,500.00) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;
2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;
3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;
4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and
5. That this Agreement may be amended only by the written agreement of both parties.

STEVE REISCHMAN

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

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4/3/89
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Attachment I

SCOPE OF WORK

Contractor shall provide the following services and goods:

Provide, with the approval of the Zoo's Marketing Manager, the musical presentations for the zoo's nine-week summer concert series which consists of two concerts per week, one jazz and one bluegrass.

Enter into contracts with performing artists for the concert series.

Pay all artists fees for the jazz and bluegrass series with funds included in this contract.

Provide and pay for the pianos and all other technical equipment needed for concerts (with the exception of musical instruments and music stands.)

Submit to Metro receipts and records of payments for all expenses (artists' fees, rental and equipment fees and other miscellaneous expenses.)

Manage the stage on concert nights and serve as the Master of Ceremonies for concerts.

Develop specifications for a Request for Quotation for sound system services for the nine-week summer concert series for a three year- period. With zoo staff evaluate the quotations received and recommend selection of a company to provide sound services for the summer series. The Zoo is responsible for contracting with and paying the sound company for services for the nine-week series.

Serve as Zoo liaison with the sound company and assure that sound level policies are observed.

Coordinate continued efforts to alleviate parking lot congestion on concert nights by improving the efficiency of the shuttle service and increasing the public's awareness of it.

Coordinate the services of volunteers on concert nights.

Prepare all press releases, PSAs and poster copy for concerts (drafts must be approved by the Marketing Manager) and promote concerts through direct contact with reporters and editors.

Work with security to develop and enforce strategies for dealing with crowd management and animal security problems.

Assist the zoo in the development of long-range planning for concert policies, particularly in the area of premium pricing, alcoholic beverage consumption, artist contracts and fees, etc.

Work with Facilities Management to ensure that band shell facilities are clean, comfortably furnished and available to performing groups at the time of day required by the performing group.

Work with Visitor Services staff to provide refreshments for performing groups; ensure that they are provided on time.

Assist the Gift Shop in preparing for the marketing of posters, shirts, and other appropriate merchandise.

Act as liason with corporate sponsors and collaborate with the zoo development staff on proposed future concerts with regard to logistics, credits, etc.

Coordinate with the zoo graphics department on promotional concert materials.

Coordinate with the "Birds of Prey" program and other users of the stage and concert area.

Monitor banner placement and timely removal of picnic tables from concert area.

Coordinate with electrician and other maintainence personnel in meeting special needs at the stage, including lighting and liason with video production crews.

Prepare a report, evaluation of the season and recommendations for future series at conclusion of the season.

Attend recap meetings with zoo staff and other related persons at conclusion of season.

Terms of Payment

1. The maximum sum payable under this contract is \$31,500, as follows:

a) coordinator's fee	\$15,000
b) payments to musical groups	15,000
c) out of pocket expenses	<u>1,500.</u>
	<u>\$31,500</u>

2. The contract is payable as follows:

- a) Contractor shall invoice Metro for the coordinator's fee on a monthly basis.
- b) Contractor may invoice Metro for out-of-pocket expenses on a monthly basis, the maximum amount not to exceed \$1,500 in the contract period. Invoices, written receipts or cancelled checks to substantiate out-of-pocket expenses must be attached to the invoices.
- c) Contractor may invoice Metro for artists' fees for the first through sixth concerts two weeks prior to the first concert; copies of signed contracts stating artists' fees must be presented with the invoice.
- d) Contractor may invoice Metro for artists' fees for the seventh through twelfth concerts two weeks prior to the seventh concert; copies of signed contracts stating artists' fees must be presented with the invoice.
- e) Contractor may invoice Metro for artists' fees for the thirteenth through eighteenth concerts two weeks prior to the thirteenth concert; copies of signed contracts stating artists' fees must be presented with the invoice.
- f) The final invoice for the coordinator's fee will be paid upon completion of the Scope of Work. Contractor must provide written receipts or cancelled checks for payments to musical groups and equipment rental agencies prior to payment of final invoice.

3. Contractor may bill Metro for services outside the Scope of Work at the rate of \$60 per hour. Services outside the Scope of Work must be approved in advance by the Zoo Director, Assistant Director or Marketing Manager.

4. Contractor shall bill Metro, using the attached form. Invoices should be mailed to Metro, 2000 S.W. First Ave., Portland, Oregon, 97201, with a duplicate copy to Marketing Division, Metro Washington Park Zoo, 4001 SW Canyon Rd., Portland, OR 97221.

5. Invoices shall be approved by the Marketing Manager and Zoo Assistant Director prior to payment.

6. Contractor shall receive payment on all approved invoices within thirty days after receipt of same by Metro.

Concert coordinator rating sheet recap
March 9, 1989

	Joan Biggs	Steve Reischman	Desire Hamilton
Jane Hartline	85	90	89
Michele Simone	52	68	86
Terri Calamorei	78	88	67
Gayle Rathbun	65	83	54
	—	—	—
Totals	280	329	296

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2/23/89 REVISED
**CONCERT COORDINATOR
REQUEST FOR PROPOSALS**

I. INTRODUCTION

The Zoo Department of the Metropolitan Service District (Metro) is requesting proposals for a n independent Concert Coordinator for a one- year period, renewable for an additional two years by mutual agreement. Proposals will be due on March 1, 1989 at 3:00 p.m. at the Marketing Division office, Metro Washington Park Zoo, 4001 SW Canyon Road, Portland, OR 97221. Details concerning this project and proposal are contained in this document.

II. BACKGROUND OF PROJECT.

1989 will be the 11th season for the jazz series, Your Zoo and All That Jazz, and the eighth season for ZooGrass, a family bluegrass series. Jazz concerts are on nine Wednesday nights from 6:30 to 8:30 p.m. ZooGrass concerts are on nine Thursday nights, same hours. Concerts have featured local as well as 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 Division, but the coordinator will also work closely with the Zoo's Facilities Management, Visitor Services and Volunteer sections.

III. PROPOSED SCOPE OF WORK (ATTACHED)

IV. QUALIFICATIONS/EXPERIENCE

The proposals will be evaluated on the bais of the following:

- A. Experience/expertise in booking and managing bands.
- B. Experience/expertise with stage management.
- C. Experience/expertise in business management.
- D. Experience/expertise in emceeing.
- E. Experience/expertise in sound systems.
- F. Experience/expertise in managing volunteers.
- G. Experience/expertise with concert publicity.
- H. Experience/expertise with concert security.
- I. Experience/expertise with corporate sponsors
- J. Experience/expertise with outdoor concert lighting
- K. Experience/expertise with problem solving.
- L. Fee

V. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three copies of the proposal shall be furnished to Metro addressed to:

Jane Hartline, Marketing Manager
Metro Washington Park Zoo
4001 SW Canyon Road
Portland, OR 97221

B. Deadline

Proposals will not be considered if received after 3:00 p.m., March 1, 1989.
Postmarks are acceptable.

C. Proposals should contain the following information:

1. How you/your firm would perform the services requested
2. Your resume and resumes of other key personnel
3. Number of hours each key person will be involved with the activities described in the attached scope of work
4. Work history in terms of similar services
5. History of successful work previously completed for similar clients and ability to furnish recommendations of satisfied clients.
6. Contractor's proposed annual fee which includes:
 - Coordinator's fee for service performed
 - A maximum amount for out-of-pocket expenses for phone, secretarial, postal and other support services. Invoices will be required to justify receiving payments for these expenses.
 - A maximum lump sum of \$15,000 allowance to pay artists' fees, rental fees for pianos and all other technical equipment needed for concerts (musical instruments and music stands are the responsibility of musical groups).
 - An hourly fee consultant would charge for work outside the Scope of Work attached.

VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

1. 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.
- 6

2. 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.

3. 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.

4. The proposal shall be considered valid for a period of ninety (90) days at least and shall contain a statement to that effect.

VII. EVALUATION OF PROPOSALS

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