

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A) RESOLUTION NO. 91-1448
CONTRACT WITH THE HOMAWA)
FOUNDATION FOR AFRICAN ARTS &) Introduced by Rena Cusma,
CULTURES FOR PROGRAMS AT METRO) Executive Officer
WASHINGTON PARK ZOO)

WHEREAS, Part of celebrating the opening of the Africa Rain Forest Exhibit will include African cultural programs for the entertainment and education of visitors; and

WHEREAS, An RFP was released and all four respondents were interviewed; and

WHEREAS, The Homawa Foundation for African Arts & Cultures was unanimously recommended by the selection committee; now, therefore,

BE IT RESOLVED,

That the Contract Review Board of the Metropolitan Service District approves a contract for summer programs with the Homawa Foundation for African Arts & Cultures.

ADOPTED by the Contract Review Board of the Metropolitan Service District this 23rd day of May, 1991.



Tanya Collier, Presiding Officer

Request for Proposals for African Cultural Performances

I. Introduction

The Metro Washington Park Zoo is requesting proposals for a summer cultural show to complement the opening of the new Africa Rain Forest exhibit. Proposals will be due March 20, 1991 at 5 p.m. at the zoo office, 4001 SW Canyon Road.

II. Background of Project

The zoo seeks an individual or performance group that can develop and coordinate two 30-45 minute performances a day, at 1:15 p.m. and 3:15 p.m. for 13 weeks, every Saturday and Sunday, June 2 through August 25, 1991. Performances will alternate with the zoo's Birds of Prey show, which will be at 12:30, 2:30 and 4:30.

Your proposal for the content of the show should be developed with the following points in mind:

- The focus of our summer promotions is our new African Rain Forest exhibit. For the grand opening weekend, we will have participation from West Africans living in Portland, and will focus partly on the culture of West African indigenous peoples. We would like for the performances to fit, at least loosely, into this theme.

- The mystical and spiritual relationship between indigenous cultures and animals/nature is a topic of great interest to us. Many of these cultures express a great reverence for nature through dance, masks, etc. Ideally, the performance would inspire some of this reverence in children and adults in the audience. The performance might involve other cultures in addition to those of West African, i.e. NW coastal Indians.

- We are working with the Oregon Art Institute on other aspects of our African cultural focus. There is a possibility of involving students from Museum School classes to assist in making masks, backdrops or other props for the performances.

- We want the performance to be educational without seeming educational. Because of the casual setting and audience, entertainment value is very important.

- Audience participation could make the performance more fun and meaningful.

- The audience will be made up of casual zoo visitors, part of which will drop in halfway through the performance, part of which will get up and leave halfway. Since most parties of zoo visitors include children, it is very important that the content be appropriate and entertaining for five-year-olds as well as adults.

- Sharing the stage with the Birds of Prey Show will present a challenging set of restraints. Props and backdrops will have to be quickly and easily set up, then taken off stage for the bird show. Storage space is very limited. Vehicle use during zoo hours is also difficult.

- Red Lion Inns are underwriting the full cost of this program and will be recognized on stage as our corporate sponsor. The satisfaction our sponsors will be a key factor in the future of such programs.

III. Proposed Scope of Work/Schedule

The individual/group awarded this contract will be responsible for:

- all aspects of developing the show
- coordinating the design and construction of props and costumes
- supervising and paying performers, musicians, and assistants for performances as well as rehearsals
- providing sound needs (The zoo has a sound system that is used for our Birds of Prey show that includes an amplifier and several microphones. If the performance would require a more sophisticated sound system, the cost must be included in the total budget.)

IV. Qualifications and Experience

The successful proposer must possess the following qualifications and experience:

- demonstrated ability to perform all of the services requested in the RFP.
- Prior experience with coordinating similar performances.

V. Project Administration

Jane Hartline, the Zoo Marketing Manager, is responsible for overseeing the program. Performance details will need to be coordinated with staff of the Birds of Prey Show.

VI. Proposal Instructions

A. Submission of Proposals

3 copies of the proposal should be furnished to the Metro Washington Park Zoo, addressed to Jane Hartline.

B. Deadline

Proposals will not be considered if received after 5 p.m., March 20. Postmarks are not acceptable.

C. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP, or the project, must be submitted in writing to Jane Hartline. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after March 5, 1990.

D. Subconsultants; Disadvantaged Business Program

A subconsultant is any person or firm proposed to work for the prime consultant on this project. Metro does not wish any subconsultant selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a subconsultant, the prime consultant shall not sign up a subconsultant on an exclusive basis.

In the event that any subconsultants are to be used in the performance of this agreement, consultant agrees to make a good faith effort, as that term is defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting 5 percent of the contract amount to Disadvantaged Businesses and 5 percent of the contract amount to Women Businesses. Consultant shall contact Metro prior to negotiating any subcontracts. Metro reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

VII. PROPOSAL CONTENTS

Proposals should contain the following information:

- A. A description of the performances you would offer.

- B. Resumes of key performers/coordinators.
- C. Information about past performances which would be similar in nature and ability to furnish recommendations of satisfied clients.
- D. List of subconsultants which might be used, including identification of Certified Disadvantaged Business Enterprises and Women-owned Business Enterprises.
- E. Budget, not to exceed \$25,000, that includes all development, coordination and performance costs as described in the scope of work.

VIII. 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 as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Metro intends to award a personal services contract with the artist or group selected for this project. A copy of the standard form contract which the successful artist or group will be required to execute is attached (Attachment A).
- C. 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. A monthly billing, accompanied by a progress report will be prepared for review and approval.
- D. The proposal shall be considered valid for a period of ninety (90) days at least 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.
- E. Props, equipment or performers shall not pose any danger to zoo employees or visitors.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure

Proposals that conform to the proposal instructions will be evaluated by a selection committee consisting of the zoo marketing manager, a representative from our sponsoring corporation and a representative

suggested by the Metropolitan Arts Commission. The committee may select several finalists to make oral presentations.

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.

1. Qualification of coordinator/s, performers and other personnel (20 points)
2. Previous experience (include references) (20 points)
3. Proposal (Demonstrated ability to complete the scope of work) (40 points)
4. Fee (20 points)

Contract No. 901860

COPY

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 15th day of April, 1991, 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 HOMOWA FOUNDATION FOR AFRICAN ARTS & CULTURES hereinafter referred to as "CONTRACTOR," whose address is 2322 NW Kearney, Portland, OR 97210, for the period of April 20, 1991, through August 25, 1991, 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 TWENTY-FIVE THOUSAND AND NO/100THS (\$25,000) 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.

HOMOWA FOUNDATION FOR AFRICAN
ARTS & CULTURES

METROPOLITAN SERVICE
DISTRICT

By: _____

By: _____

Date: _____

Date: _____

contract.hom

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 91-1448, APPROVING A CONTRACT WITH THE HOMOWA FOUNDATION FOR AFRICAN ARTS & CULTURES FOR PROGRAMS AT METRO WASHINGTON PARK ZOO

Date: May 16, 1991

Presented by: Councilor Buchanan

COMMITTEE RECOMMENDATION: At its May 14, 1991 meeting, the Regional Facilities Committee voted 3-0 to recommend Contract Review Board approval of Resolution No. 91-1448. Voting were Councilors Gardner, Buchanan, and McFarland. Councilors Knowles and Bauer were excused.

COMMITTEE DISCUSSION/ISSUES: Assistant Zoo Director Kay Rich presented the staff report. Councilor Gardner asked why this contract required Contract Review Board approval - was it because it is a multi-year contract? The answer was yes. Councilor McFarland asked if this contract was for the same group that had a picture in the newspaper recently when they danced at the Zoo. Mr. Rich said no, that the Homowa Foundation would bring various groups to perform at the Africa Rain Forest exhibit.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A) RESOLUTION NO. 91-1448
CONTRACT WITH THE HOMOWA FOUNDATION)
FOR AFRICAN ARTS & CULTURES FOR) Introduced by the
PROGRAMS AT METRO WASHINGTON PARK ZOO) Executive Officer

WHEREAS, part of celebrating the opening of the Africa Rain Forest Exhibit will include African cultural programs for the entertainment and education of visitors; and

WHEREAS, an RFP was released and all four respondents were interviewed; and

WHEREAS the Homowa Foundation for African Arts & Cultures was unanimously recommended by the selection committee; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves a contract for summer programs with the Homowa Foundation for African Arts & Cultures.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1991.

Tanya Collier, Presiding Officer

Homowa.res
May 3, 1991

CONSIDERATION OF A CONTRACT
WITH THE HOMOWA FOUNDATION FOR AFRICAN ARTS & CULTURES
TO PROVIDE SUMMER AFRICAN PROGRAMS
AT METRO WASHINGTON PARK ZOO

Date: May 2, 1991

Presented by: Y. Sherry Sheng

BACKGROUND AND ANALYSIS

As part of the celebration of the opening of the Zoo's new Africa Rain Forest Exhibit, a cultural program has been proposed to alternate on weekend days with the Birds of Prey Show. The shows would start on June 1st and end August 25, 1991. A sponsorship from Red Lion Inns will cover the entire cost of the program.

An RFP was advertised in the Daily Journal of Commerce, The Skanner, the Portland Observer, and the Metropolitan Arts Commission newsletter. RFP's were sent to several performing groups.

Four groups submitted proposals and were interviewed by a selection committee including Zoo Marketing Manager, Jane Hartline; Zoo Education Division Manager, David Mask; Vicki Quick, from the Red Lion, which is funding the program; and West African artist, Baba Wague Diakite.

The selection committee unanimously selected the proposal by the Homowa Foundation. Their cost is \$25,000, of which \$20,000 was budgeted in the fiscal year 1991-92 budget and the \$5,000 that will be needed before July 1 will come from the Administration Division M & S budget. The selection committee felt the Homowa proposal most closely reflected the programming suggestions put forth in the RFP, and that the coordinators had the credentials and experience to successfully execute the very ambitious program they have suggested.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of this contract.

CAK:Council.HOMOWA.SR

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A) RESOLUTION NO. 91-1448
CONTRACT WITH THE HOMOWA FOUNDATION)
FOR AFRICAN ARTS & CULTURES FOR) Introduced by the
PROGRAMS AT METRO WASHINGTON PARK ZOO) Executive Officer

WHEREAS, part of celebrating the opening of the Africa Rain Forest Exhibit will include African cultural programs for the entertainment and education of visitors; and

WHEREAS, an RFP was released and all four respondents were interviewed; and

WHEREAS the Homowa Foundation for African Arts & Cultures was unanimously recommended by the selection committee; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves a contract for summer programs with the Homowa Foundation for African Arts & Cultures.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1991.

Tanya Collier, Presiding Officer

Homowa.res
May 3, 1991