

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
THE METRO WASHINGTON PARK ZOO)
TO ESTABLISH A MULTI-YEAR)
CONTRACT FOR CATERING SALES)
SERVICES)

RESOLUTION NO. 94-1931

Introduced by Rena Cusma
Executive Officer

WHEREAS, The 1993-94 FY Contracts list authorized the Metro Washington Park Zoo to establish a type "B" contract for the Group Sales Program: Events, Tickets & Tours at a cost of \$28,500; and

WHEREAS, the Zoo initially established a \$28,000 personal services contract no. 902474 with Diane Martin for that purpose and has now limited her duties to strategizing and direct mail activities not to exceed \$14,000; and

WHEREAS, the Zoo now seeks to establish a new \$21,000 multi-year personal services contract for a person to solely sell catered events and plans to fund the contract through the \$14,000 in 1993-94 FY savings and \$7,000 in the proposed 1994-95 budget; and

WHEREAS, section 2.04.033 (1) of the Metro Code requires the Council to approve any contract which commits the District to the expenditure of revenues or appropriations not otherwise provided for in the current fiscal year budget, and

WHEREAS, the proposed action merely divides a contract for a previously approved program, does not propose any additional funding, and an aggressive marketing effort is critical to the accomplishment of the ambitious 12%, 1994-95 sales goal; now, therefore,

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BE IT RESOLVED,

That the Metro Council, pursuant to Metro Code Section 2.04.033 (1) hereby authorizes the attached request for proposals for an additional group sales contract, and subsequently authorizes the Executive Officer to execute a multi-year contract with the most advantageous proposer.

ADOPTED by the Metro Council this 14th day of April, 1994.


Judy Wyers, Presiding Officer

REQUEST FOR PROPOSALS

I. PROPOSAL

The Metro Washington Park Zoo is soliciting Proposals for firms to act as an independent contractor for the sale of catered events at the Metro Washington Park Zoo to businesses, organizations, convention groups and other groups. Proposals must be enclosed in a sealed envelope and mailed or delivered to Teresa Metke, Visitor Services Manager, Metro Washington Park Zoo, 4001 SW Canyon Road, Portland, Oregon 97221, no later than 3:00 p.m. PDT,.....1994, at which time they will be opened and evaluated in accordance with the process herein outlined.¹

II. BACKGROUND OF PROJECT

For several years, the Zoo has been developing a group sales and catering business. We have a banquet room, a full-time catering manager, chef, award-winning group sales promotional materials and a great track record of satisfied clients. Much of the business to date has come by word-of-mouth. The Zoo currently does approximately \$350,000 in catering sales per year. Approximately 75% of this is in company picnics and other outdoor events, 15% is in Christmas parties and 10% is in company dinners and functions. It is the intent of this RFP to build catering sales.

The Zoo anticipates a potential need for such services in an amount not to exceed \$50,000 over a three-year period, but shall only be bound by the hourly rate and other costs incurred in pursuit of the scope of work and at the director of the Zoo Visitor Services Manager.

III. PROPOSED SCOPE OF WORK

The following tasks are to be undertaken by the contractor:

1. Prepare for review and approval by the Zoo Visitor Services Manager prospect goals for each of the following aspects of group businesses:
 - a) company picnics
 - b) Christmas parties
 - c) receptions, meetings and other corporate and association events
 - d) convention groups
2. Develop and carry out strategies for generating prospects and bookings including
 - a) developing new prospects and following up on past client business for potential future events. (The Zoo currently has a list of more than 1000 prospects plus 600 past customers.)
 - b) phone contacts
 - c) personal visits to potential prospects
 - d) tours of the facilities and familiarization with events
 - e) participation in group sales-related POVA and WCVA sponsored events and activities
3. Turn leads over to the catering staff when specific dates and events are ready to be booked.

IV. INSURANCE

Section 4 of the attached Personal Services Agreement shall be limited to and revised to read:

¹ A proposal may not be submitted by facsimile (FAX) transmittal unless so specified in the special conditions hereto attached.

Contractor shall purchase and maintain at Contractor's expense automobile bodily injury and property damage liability insurance. Metro, its elected officials, departments, employees and agents shall be named as additional insureds.

V. QUALIFICATIONS AND EXPERIENCE

The successful proposer will

- a) possess a demonstrated ability to perform the services requested in the Scope of Work
- b) have experience in sales and/or the hospitality industry
- c) be self motivated and able to work independently

VI. PROJECT ADMINISTRATION

Teresa Metke, the Zoo Visitor Services Manager, is responsible for overseeing the contract.

The contractor and the Visitor Services Manager will establish annual and quarterly goals for bookings.

The contractor will meet weekly with the Visitor Services Manager and monthly with the Marketing Manager and Catering Coordinator. At the weekly meetings, a detailed written report will be given to the Visitor Services Manager, listing contacts made, status of potential bookings, etc. A quarterly report will summarize booking for the quarter and progress toward the annual goals.

VII. PROPOSAL INSTRUCTIONS

1. Three copies of the proposal shall be furnished to Teresa Metke, Metro Washington Park Zoo, 4001 SW Canyon Road, Portland, OR 97221.
2. Proposals will not be considered if received after 3 p.m.,1994. Postmarks are not acceptable.
3. Proposals shall include the following information:
 - a) A detailed description of how you would perform the duties in the Scope of Work
 - b) Resumes of key persons who would be working on this contract
 - c) Information on past work of a similar in nature and the recommendations of satisfied clients
 - d) An hourly fee for your services.

VIII. GENERAL PROPOSAL CONDITIONS

1. 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 Teresa Metke. 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 after1994.
2. 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.
3. Metro intends to award a personal services contract to the contractor selected for this project. A copy of the standard form contract which the contractor will be required to execute is attached.
4. Proposers are informed that the billing procedures of the selected contractor 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.

5. References.

Through submission of a proposal, all respondents specifically agree to and release Metro to solicit, secure and confirm all background information provided. fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

6. Non Collusion

All proposals must certify that no officer, agent, or employee of Metro has a pecuniary interest in this project 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 solicitation of proposals; the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

IX. EVALUATION OF PROPOSALS

1. Evaluation Procedure

Proposals that conform to the proposal instructions will be evaluated by a selection committee consisting of the Zoo Marketing Manager, the Zoo Visitor Services Manager, the Zoo Catering Manager and one person from the restaurant / hotel management field from outside the Zoo. The committee will select finalists to make oral presentations.

2. Evaluation Criteria

Proposals will be evaluated on the following criteria:

- | | |
|--|-----------|
| a. Qualifications of individual or firm | 20 points |
| b. Previous experience (include references) | 20 points |
| c. Proposal (demonstrated ability to complete the Scope of Work) | 40 points |
| d. Fee | 20 points |

X. TERMS OF PAYMENT

1. The maximum sum payable under this contract is \$_____ (not to exceed \$50,000) over a three year period. The contract sum includes:

- a) hourly fee of \$_____
- b) mileage at \$.29 per mile
- c) other approved expenditures as noted below

2. Time accounting methods shall include:

- a) detailed entries from calendar log sheets
- b) telephone log sheets

3. All other expenses such as postage, printing, material distribution, lodging and meals shall be billed at cost, must be approved in advance by the contract administrator, and shall not exceed \$500 per year.
4. Contractor shall invoice Metro on a monthly basis. Invoices should be mailed to Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, with a duplicate copy to the Visitor Services Division, Metro Washington Park Zoo, 4001 SW Canyon Road, Portland, Oregon 97221.
5. Invoices shall be approved by the Zoo Assistant Director or Visitor Services Manager prior to payment.
6. Approved invoices shall be paid by Metro within a thirty (30) calendar day time frame commencing with receipt of invoice.

PERSONAL SERVICES CONTRACT

The attached personal services contract represents a standard document approved by Metro General Counsel.

Any proposed changes in the language or construction of the document must be raised and resolved as a part of the RFP process.

METRO reserves the right to reevaluate alternative proposals if the finalist later requests material changes to this contract form.

Personal Services Contract

Project _____
Contract Number _____

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 NE Grand Avenue, Portland, OR 97232-2736, and _____, hereinafter referred to as "Contractor", located at _____.

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 _____ and shall remain in effect until and including _____, 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 maximum a sum not to exceed _____ DOLLARS AND ____/100THS (\$ ____).

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.

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 30 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.

CONTRACTOR

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

for
SMALL CORPORATIONS

I certify that all labor necessary to complete the services described in the attached Agreement will be performed only by the undersigned and _____, and that each such person is an officer, director and owner of a substantial interest in _____, a corporation organized under the laws of the state of _____.

Dated this ____ day of _____, 19____

EXHIBIT B

NO EMPLOYEES CERTIFICATE

The undersigned Contractor in the attached Metro Personal Services Agreement certifies:

1. I provide services under my own name or under the assumed business name shown on the attached agreement.
2. I have no employees.
3. I am not incorporated.
4. No employees of any employer will provide services in the performance of the attached Metro Personal Services Agreement.

Contractor: _____ Date: _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1931 FOR THE PURPOSE OF APPROVING AN RFP FOR A NON-BUDGETED CONTRACT FOR CATERING SALES SERVICES

Date: April 6, 1994

Presented by: Teresa Metke

FACTUAL BACKGROUND AND ANALYSIS

In 92/93, the Zoo entered into a contract, with options to renew subsequent years, with a person to sell catered events and help strategize and produce direct mail campaigns. With the growing attention on the Zoo's Catering Department to increase revenues, our current marketing strategies were evaluated. The results indicated that more of the sales person's time needed to be devoted exclusively to the catering sales rather than that of general marketing.

The current person's expertise is in strategizing and direct mail. With this in mind, we created an additional, new RFP for a person with a strong ability to capture catered events.

We significantly decreased the existing contract and, with the remaining money budgeted, created a new RFP for a person to solely sell catered events. This change does not result in any additional money for fiscal year 93/94, but simply divides money of a current contract.

An aggressive marketing presence, this outside sales effort, is an important link to the projected Catering sales increase. We estimate an additional \$ 132,284 in Catering sales for 93/94, and expect a 12% sales increase in 94/95. These revenue dollars are only attainable from new clients. An aggressive sales approach can help us attain our sales goals.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1931, AUTHORIZING THE METRO WASHINGTON PARK ZOO TO ESTABLISH A MULTI-YEAR CONTRACT FOR CATERING SALES SERVICES

Date: April 12, 1994

Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1931. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Zoo Visitor Services Manager Teresa Metke presented the staff report. She said the purpose of the resolution is to allow more emphasis to be placed on selling catered events to produce revenue. She said that \$60,000 in revenue had been generated since July 1 through marketing of the catering service.

Councilor Washington asked what the net revenue is of the \$60,000. Ms. Metke said net revenue is about 40% of the gross.