

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING)	RESOLUTION NO. 94-2020
CURRICULUM DEVELOPMENT, TEACHER)	
TRAINING, AND PROGRAM EVALUATION FOR)	Introduced by Rena Cusma
THE ZOOMOBILE SCIENCE ENHANCEMENT)	the Executive Officer
PROJECT FOR THE WASHINGTON PARK ZOO)	
FROM COMPETITIVE BID, AND AUTHORIZING A)	
SOLE SOURCE CONTRACT WITH JANET JEWETT)	

WHEREAS, the Metro Washington Park Zoo is committed to proceeding with a grant funded curriculum enhancement and teacher science training program with the zoo's Zoomobile, and;

WHEREAS, the zoo requires expert assistance in curriculum assessment development, design and implementation of teacher training workshops, and evaluation of program results for the Zoomobile, and;

WHEREAS, publication of a Request for Proposals for this project resulted in the receipt of no proposals by the July 1, 1994, deadline for submission of proposals, and;

WHEREAS, after the initial RFP deadline, Dr. Janet Jewett has contacted, been interviewed by Education division staff, and presented relevant credentials, and proposed to do the project, and;

WHEREAS, Dr. Jewett has the requisite qualifications in curriculum writing, teacher, training, and program evaluation, now therefore,

BE IT RESOLVED,

That the Metro Contract Review Board of Metro declares the use of Dr. Janet Jewett under the terms stated above to be a sole source procurement exempt from competitive bidding, and authorizes the Executive Officer to execute a contract in a form substantially similar to the attached Exhibit "A" for Zoomobile Science Enhancement Project.

ADOPTED by the Contract Review Board of Metro this 25th day of August, 1994.


Ed Washington, Deputy Presiding Officer

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 DR. JANET JEWETT, hereinafter known as "Contractor," located at 4260 S.W. 48th Place, Portland, Oregon 97221.

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 June 30, 1995, 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 TWELVE THOUSAND DOLLARS AND NO/100THS (\$12,000.00).

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.

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 and reasonable 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.

DR. JANET JEWETT

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Scope Of Work/Terms of Payment

Contractor will be responsible for curriculum refinement and development, volunteer training, teacher training, and evaluation activities in a project for improved science education and teacher training for the zoo's Zoomobile outreach program. Specific responsibilities, as listed in the project timeline, include:

1. Review of existing Zoomobile Curriculum (month one)
2. Meetings with school and zoo education staff to develop coordinated program content and process. (month one)
3. Writing and revision of curriculum materials with pre and post visit activities for use in classrooms. (month two)
4. Development of classroom presentation scripts and support materials. (month two)
5. Conduct training sessions for zoo education volunteers. (month three)
6. Writing teacher in-service materials. (month two)
7. Conduct teacher in-service sessions in each cooperating school district; a minimum of 20 sessions. (months three thru seven)
8. Draft evaluation instruments and procedures for measuring program impacts on student science understanding and teacher science teaching practices. (month three)
9. Administer evaluation and analyze results. (months four thru nine)
10. Prepare final report and revisions of curriculum based upon evaluation results. (month 10)

The scope of the work in this project is roughly equivalent to a one third time position.

Contract amount is \$12,000 to be paid in ten equal monthly installments over the course of the project.

Contractor shall provide the

Accounts Payable Division of Metro,

600 NE Grand Avenue

Portland, Oregon 97232-2736

with an original, fully itemized monthly invoice detailing all goods and services provided and received.

To expedite processing, an additional copy clearly marked "Duplicate" should be mailed to

Education Division

Metro Washington Park Zoo

4001 SW Canyon Road

Portland, OR 97221-2799.

Each invoice shall be paid within the terms specified or Net 30 Days but only upon receipt by Accounts Payable, specific written approval by the Education Division Manager and inclusion in the weekly check run.

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041 (C) TO ENTER INTO A SOLE SOURCE CONTRACT WITH DR. JANET JEWETT FOR CURRICULUM DEVELOPMENT, TEACHER TRAINING, AND PROGRAM EVALUATION FOR THE ZOOMOBILE SCIENCE ENHANCEMENT PROJECT.

DATE : JULY 29, 1994

Presented by: Roger Yerke

FACTUAL BACKGROUND AND ANALYSIS

On May 28, 1994 the Metro Washington Park Zoo received a grant from the Toyota USA Foundation to develop a curriculum enhancement and teacher science training program as a part of the Zoomobile outreach program. The grant provides funding to contract with a specialist in early childhood education as the project science coordinator to edit and refine the existing Zoomobile curriculum, plan and conduct teacher training workshops for the new curriculum, and to design and conduct an evaluation of the project.

On June 13, 1994 a Request For Proposals for the contract position was published in The Daily Journal of Commerce and The Skanner, and distributed in the education community. No proposals were received as of the July 1, 1994 deadline for the submission of proposals.

On July 8, 1994 Dr. Janet Jewett contacted the Education Division about the project and the RFP. She was interviewed by David Mask, Education Manager, and Roger Yerke, Education Specialist on July 15, 1994 and discussed the project.

Based upon her qualifications and availability she is very well qualified to do the work required. Dr. Jewett has her Ph.D. in early childhood education. She has spent three years doing evaluations of early childhood education programs for Northwest Regional Educational Laboratory. During five years at the Erikson Institute she designed, and evaluated a math and science program for Head Start students. This project included teacher training and supervision.

In consideration of the fact that no responses to the original RFP were received, the project timeline requires work be initiated at the earliest possible date, and Dr. Jewett's excellent credentials and availability, she is being recommended as a sole source for this contract.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-2020, EXEMPTING CURRICULUM DEVELOPMENT, TEACHER TRAINING, AND PROGRAM EVALUATION FOR THE ZOOMOBILE SCIENCE ENHANCEMENT PROJECT FOR THE WASHINGTON PARK ZOO FROM COMPETITIVE BID, AND AUTHORIZING A SOLE SOURCE CONTRACT WITH JANET JEWETT

Date: August 18, 1994

Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its August 17, 1994 meeting the Regional Facilities Committee voted 3-0 to recommend Contract Review Board approval of Resolution No. 94-2020. Voting in favor were Councilors Hansen, McFarland, and Washington. Councilors Gates and Moore were absent.

COMMITTEE DISCUSSION/ISSUES: Zoo Education Specialist Roger Yerke presented the staff report. He said that a grant had been received to enhance the curriculum and provide teacher training in connection with the Zoomobile. An RFP was issued in June 1994, but there were no responses. Janet Jewett later inquired about the contract, and she was interviewed and found to have the qualifications the Zoo needs.

There was no substantive committee discussion.