

BEFORE THE METRO COUNCIL

FOR AUTHORITY TO RELEASE AN) RESOLUTION NO. 96-2258
RFP FOR THE MUSIC BY BLUE LAKE)
CONCERT COORDINATOR AND TO) Introduced by
EXECUTIVE A CONTRACT) Mike Burton, Executive Officer

WHEREAS, Music by Blue Lake community concerts have been hosted by Metro and Multnomah County at Blue Lake Park for the past eleven years; and

WHEREAS, consultant services are necessary to provide concert management services, which includes talent booking, concert production and marketing; and

NOW, THEREFORE, BE IT RESOLVED

- 1) The Metro Council authorizes release of the RFP for concert coordinator services for the Music by Blue Lake concert series.
- 2) The Metro Council authorizes the Executive officer to execute an multi-year contract with the most qualified bidder for Music by Blue Lake concert coordination services.

ADOPTED by the Metro Council on this 25th day of January, 1996.



Jon Kvistad, Presiding Officer

CONCERT COORDINATOR REQUEST FOR PROPOSALS

I. INTRODUCTION

The Parks & Greenspaces Department of 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, is requesting proposals for an independent Concert Coordinator for a one-year period, renewable for two (2) additional one (1) year options by mutual agreement. Each extension is subject to future appropriations by the Metro Council to fund the contract and may be canceled by Metro upon written notice to the Contractor of any such failure. Proposals will be due no later than Friday, February 9 1996 at 2 p.m. in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

1996 will be the twelfth season of the Blue Lake Park concerts. Six concerts will be scheduled on Thursday nights during the summer season, from July through mid-August. Concert times are from 6:30 to 8:30 p.m. Concerts feature national and regional touring groups. Concerts are held at the Park's bandstand, with seating on the lawn.

The concerts are provided through the Parks & Greenspaces Outreach & Education section of the Capital Planning & Development Division. The coordinator will work under the direction of the Marketing Coordinator and will work closely with the Park's facilities management, as well as other staff and agencies as listed in the scope of work.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described in the attached scope of work.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following qualifications and experience:

1. Experience/expertise booking and managing bands of national and regional stature.
2. Experience/expertise in concert series management
3. Experience/expertise with stage and production management

4. Experience/expertise in business and financial management.
5. Experience/expertise in sound and lighting systems
6. Experience/expertise with concert marketing
7. Experience/expertise with corporate sponsors development and management
8. Experience/expertise with concert security
9. Experience/expertise problem solving and long-range planning for non-profits.
10. Experience/expertise with emceeing.

V. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro, addressed to:
Julie Weatherby, Marketing Coordinator
Metro Regional Parks & Greenspaces
600 Northeast Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 2:00 p.m. February 9, 1996. Postmarks are not acceptable.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Julie Weatherby at (503) 797-1850. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after February 7, 1996.

D. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

E. 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 & 200.

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

VI. PROPOSAL CONTENTS

The proposal should describe 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.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the services requested will be provided within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major service components and tasks, their roles in relation to the work required, hours and percent of their time on the project, and qualifications they bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience/expertise requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. The fee proposal should be a flat fee, not a percentage of production costs. The cost proposal should be itemized to include budgets for the following categories: concert coordination, production (labor, sound, lights, backline), artist booking fees, and marketing (advertising, promotions). List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees. Requested expenses should also be listed. Metro has established budget not to exceed \$30,000 (Thirty Thousand dollars) for the scope of work described for this project.
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: 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 waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: 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. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: 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.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or 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.

VIII. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

10 *Project Work Plan/Approach*
Demonstrated understanding of the scope of services
Commitment to project

70 *Concert Management Experience*
Experience/expertise managing concert series
Experience/expertise booking and managing bands
Experience/expertise in stage management
Experience/expertise in event and music marketing
Experience/expertise with sound and lighting systems
Experience/expertise with concert security
Experience/expertise of Sub-contractors
Experience/expertise with emceeing

20 *Finances & Budget*
Projected cost/benefit of proposed work plan & scope of services
Commitment to budget and schedule parameters
Experience/expertise with sponsorship solicitation & management

IX. NOTICE TO ALL PROPOSERS – STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

Concert Coordinator Scope of Work

Contractor shall provide the following goods and services as Concert Coordinator for the Music by Blue Lake concert series. The six-concert Music by Blue Lake Concert series takes place Thursday evenings, from July through mid-August. All of the following is subject to the approval of the Parks & Greenspaces Marketing Coordinator.

I. General Services

- Provide artist booking, marketing, and production management necessary to present the Music by Blue Lake concert series.
- Pay all artist, technical, production and marketing costs with funds included in this contract, and enter into contracts necessary to produce all components of concerts on behalf of Metro Parks & Greenspaces. Act as liaison between artists, subcontractors and Metro.
- Meet with Marketing Coordinator as needed for planning, artist booking, contract processing, concert production, and marketing.
- Solicit sponsorships for the series on behalf of Metro from a list of companies and organizations approved by Metro.
- Produce a final program report within 30 days following the end of the series.
- Assist Parks marketing coordinator with development of long range planning for the concerts, and make recommendations on concert production budget.

II. Specific Services

In the following areas, concert coordinator will work directly with the Parks & Greenspaces marketing coordinator and other staff as designated.

A. Artists/Programming

- Develop program and musical presentation goals in keeping with Parks history of presenting premier outdoor concerts with a variety of music styles that have broad-based appeal.

- Administer performing artist selection & booking process, contract and pay artist fees. Artist selection to be approved by Parks & Greenspaces marketing coordinator and completed no later than April 30th.
- Attend weekly concerts to oversee production including artist coordination and payment, sound contractor management, and to emcee concerts as requested.
- Maintain familiarity with international, national and regional touring artists.
- Maintain a current roster of agencies representing artists and regional Northwest presenters to retain the highest level of performance possible within the budget.

B. Marketing

- Handle marketing for the series, including public relations, advertising and media relations. Promote concerts for art, entertainment and cultural coverage through direct media contact.
- Develop and implement a marketing plan providing for specific advertising and publicity with appropriate media, including tie-ins with radio stations and print media. Marketing plan must be approved by Parks marketing coordinator and be ready for implementation at least 60 days prior to the first concert.
- Write and distribute to appropriate media press releases for print, radio and television and public service announcements for radio. Press releases and PSAs must be approved by the Marketing Coordinator prior to release. Media distribution list must be approved by Marketing coordinator.
- Work with the marketing coordinator and Metro graphics to develop graphic images of all concerts under the scope of this contract.
- Develop press packets (which include publicity photos, CDs/audio tapes, and background information) for each group for distribution to designated media and Parks & Greenspaces.
- Attend and participate in planning and debriefing meetings with Parks & Greenspaces staff.
- Assist the Marketing Coordinator in long range planning and implementation of policy in the areas of premium pricing, alcohol beverage consumption, etc.

C. Technical

- Employ state of the art sound company with excellent industry reputation for dependability and professionalism with at least five years experience. Sound system provider shall fulfill artists contract riders while adhering to sound specifications and restrictions of Blue Lake Park. Sound system provider selection to be completed no later than 30 days prior to series opening.
- Rent pianos and band backline gear required by artists riders.

D. Labor

- Subcontract all labor required for successful concert presentation. Labor may include stage management and stage hands, piano tuner, concert runner, and security personnel if not provided by the Parks.

E. Sponsorship

- Upon direction from Marketing Coordinator or Parks & Greenspaces Director, solicit corporate and media sponsors for the series. All sponsorship solicitations and commitments will be subject to the approval of Metro, and all agreements will be reviewed by Metro prior to any final execution by concert coordinator.
- Concert coordinator will be compensated for financial sponsorships secured by fee commission. Concert coordinator will contract with sponsors and receive and disburse moneys from sponsorships. Coordinator will disburse said gross sponsor dollars under the following formula:

<i>Sponsorship Dollars</i>	<i>Coordinator Commission</i>	<i>Metro Share</i>
\$0 to 4,999	15%	85%
\$5,000 - 9,999	25%	75%
\$10,000 - 19,999	35%	65%
\$20,000 and above	45%	55%

- Solicit motel/hotel accommodations on a complimentary /sponsorship basis when housing accommodations are required in Artists contract riders.
- When appropriate, solicit piano/music gear sponsorship in exchange for in kind contribution of pianos or musical gear.

F. Administration

- Concert coordinator must have a pager or cellular phone and a fax machine.

- The program report submitted by contractor will summarize accomplishments and results for the series, recommendations on booking & talent, marketing accomplishments, and a financial report. The financial report will include receipts, invoices, contracts, and records of payment for all expenses (artist and technical fees, labor, rental, sound systems, lighting and equipment fees, production costs). The final event report is due within 30 days after the final concert and is required for final payment to music coordinator.
- Work with marketing coordinator on concert admission pricing, complimentary pass policies and ticketing arrangements.

G. Visitor Services

- Coordinate and pay for catering services provided for artist hospitality and backstage artist catering requirements.
- Consult with parks marketing coordinator on food and beverage services available to concert patrons.

H. Facilities Management

- Work with Blue Lake Park staff assigned to concerts through regional park supervisor to ensure smooth and consistent delivery of quality services such as security, ticketing, artists hospitality, food services and parking.
- Work with Blue Lake Park staff to meet sound, light and technical power needs.
- Arrange for transportation necessary to meet artist's transportation needs.
- Coordinate with parks maintenance staff for banner placement and signage, weatherization and protection of technical gear.
- Support facilities management staff to ensure public use of and participation in recycling efforts at concerts.

Project
Contract No.

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, OR 97232-2736, and _____, referred to herein 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 a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
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 ^{for special events} 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 ___ 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.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2258 FOR AUTHORITY TO RELEASE AN RFP FOR THE MUSIC BY BLUE LAKE CONCERT COORDINATOR AND TO EXECUTE A CONTRACT.

Date: January 5, 1996

Presented by: Julie Weatherby

BACKGROUND AND ANALYSIS

Music by Blue Lake is a community summer concert series that has been hosted by Multnomah County Parks and Metro Parks & Greenspaces for the past eleven years. The Music by Blue Lake series consists of six weekly concerts, which run on Thursday evenings, July through mid-August.

This RFP allows a consultant to be hired on a multi-year basis (one year contract with provisions for two annual renewals) to provide comprehensive concert management services to Metro Parks & Greenspaces, which includes talent booking, concert production and marketing.

FISCAL IMPACT

The planning and production of the series straddles two fiscal years, with planning, talent booking and some marketing occurring during one fiscal year and the concert production and remainder of marketing occurring the following fiscal year. The total RFP allows for \$30,000 in annual compensation to the consultant to coordinate and manage the series. The funds to cover the cost of these consulting services are contained in the adopted 95-96 budget and in the proposed 96-97 budget. The concert series is produced with funds from concert admissions and other traditional Multnomah County revenues.

EXECUTIVE OFFICER RECOMMENDATION

The executive officer recommends adoption of Resolution No. 96-2258.