

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-35

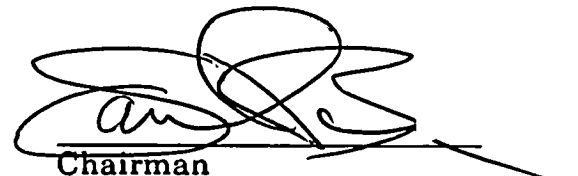
Approving the selection of Borders, Perrin and Norrande for Advertising and Marketing Services to MERC Facilities.

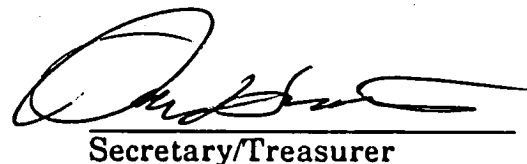
The Metropolitan Exposition-Recreation Commission finds:

1. That to effectively market the MERC Facilities, professional advertising and marketing services are necessary.
2. That the selection of Borders, Perrin and Norrande was through MERC approved purchasing procedures.
3. That the Metropolitan Exposition-Recreation Commission approved a budget to adequately promote the facilities.
4. That the Metropolitan Exposition-Recreation Commission has the authority to enter into such an agreement for professional marketing and advertising services.


BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the contract with Borders, Perrin and Norrande to provide necessary professional marketing and advertising services for MERC Facilities.

Passed by the Commission on July 13, 1994.


Chairman


Secretary/Treasurer

Approved as to form:
Daniel B. Cooper, General Counsel

By: 
Mark B. Williams, Senior Asst. Counsel

MERC STAFF REPORT

Agenda/Item Issue: Approval of a contract with Borders, Perrin and Norrande for professional marketing and advertising services.

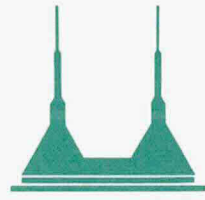
Resolution No. 94-35

Date: July 13, 1994 Presented by: Jeffrey A. Blosser

Background and Analysis: This area of services has been contracted for the last three years to promote the facilities through advertising and marketing services. The expertise to provide such services are necessary to present a professional campaign. Most services over the last three years have been provided for the Oregon Convention Center, but all facilities were included in the bid based on need and approved budgets: Staff utilized the request for proposal method to select the vendor. The RFP was advertised in area publications and RFPs were sent to the top twenty-five advertising agencies and all five agencies listed in the Target Area Directory. An orientation meeting was held two weeks prior to the June 10th deadline and the Committee received six proposals. The selection committee consisted of Chris Bailey, Jeff Blosser, Candy Cavanagh, Debra Jeffrey and Lisa Vielbig of MERC Staff. Also reviewing proposals were Mike Smith of POVA, Lynda Grice of OCVSN and Jane Hartline with the zoo. Proposals were reviewed and the firms of The Coals Agency; Borders, Perrin and Norrande; and Dalbey and Dewight were selected as finalists to be interviewed. Borders, Perrin and Norrande was selected as the firm of choice unanimously by the selection committee.

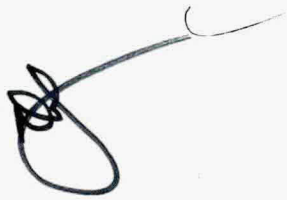
Fiscal Impact: Advertising budgets were approved by the Commission for all facilities in fiscal year 1994-95. Funds to be spent as services will not exceed approved budget amounts.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission authorize its General Manager to execute a contract for professional marketing and advertising services with Borders, Perrin and Norrande. Selection information and contract attached.



OREGON CONVENTION CENTER
METRO ER COMMISSION

MEMORANDUM

TO: Jeff Blosser
FROM: Debra Jeffery 
DATE: July 1, 1994
RE: Advertising RFP Review Decision

As you are most aware, BP&N was unanimously selected. To support your resolution preparation, attached are:

1. List of Companies/Individuals receiving RFP detailing...
 - * date RFP mailed
 - * agencies attending May 27th orientation meeting
 - * proposals received date & time
2. Review Committee Report
3. Review Committee Vote

Please let me know if there is any further information you need at this time.

MERC Advertising Services
List of Companies / Individuals Receiving RFP

6/13/94

Contact	Address/Phone Number	Date RFP Mailed	Date Prop. Rec'd	Attend 5/27 Mtg.
Shiela Springer	PacificWest Communications 1211 SW 5th, Suite 2360 Portland, OR 97204 503/ 224-5650	5/16 1994		
Glen Comunpzis	GCA Communications 14314 SW Allen Blvd. #501 Beaverton, OR 97005 641-6579	5/17 1994		
Doug Fish	Pro Media 537 SE Ash Suite 300 Portland, OR 97214 238-9707	5/17 1994		Yes
Dan Wieden	Wieden & Kennedy Inc. 320 SW Washington St. Portland, Oregon 97204 (503) 228-4381	5/19 1994		
Michael O'Rourke	Borders, Perrin & Norrande 222 SW Yamhill St. Portland, Or 97204 (503) 227-2506	5/19 1994	6/10 1994 4:35 pm	Yes
Steve Karakas 221-1551	Karakas, VanSickle, Ouellette Advertising & PR 200 SW Market St. Portland, OR 97201	5/19 1994		
Phil Stevens	Gerber Advertising Agency 209 SW Oak St. Portland, OR 97204 (503) 221-0100	5/19 1994		
Lois Leonard	Young & Roehr Inc. 28 SW First Ave. Portland, OR 97204 (503) 222-0626	5/19 1994	5/23 1994 Ltr.sent decline Bid RFP	
Harry Roberts	Evans Group 308 SW First Ave. Portland, OR 97204	5/19 1994		

Companies / Individuals Receiving RFP

MERC Advertising

Page Two

Contact	Address/Phone Number	Date RFP Mailed	Date Prop. Rec'd	Attend 5/27 Mtg.
Debby Kennedy	Cole & Weber 55 SW Yamhill St. Portland, OR 97204 (503) 226-2821	5/19 1994		
Brian Gard 226-2721	Gard Strang Edwards & Aldridge Inc. 1220 NW Front Ave. Portland, OR 97209	5/19 1994		Yes
Robert Knoll	Knoll, Dodge & Partners 1230 SW First Ave. Portland, OR 97204 (503) 226-2867	5/19 1994		Yes
Dave Bronson	Bronson Leigh Weeks 5331 SW Macadam Ave. Portland, OR 97201 (503) 222-3546	5/19 1994		
Bill Fritsch	Christiansen & Fritsch 1200 NW Front Ave. Portland, OR (503) 224-4600	5/19 1994		
Joe Blaha 279-4000	The Schmidt/Westerdahl Group, LTD 700 SW Taylor St. Portland, OR 97205	5/19 1994		Yes 2 ppl
Peter Ryan 227-5547	Ryan/Hutchins/Arthur/ Southwick 4386 SW Macadam Ave. Portland, OR 97201	5/19 1994	6/10 1994 2:10pm	Yes
Jeannie Coates	The Coates Agency 320 SW Oak St. Portland, OR 97204 (503) 241-1124	5/19 1994	6/10 1994 3:50pm	Yes
Bruce Cappelli 241-1515	Cappelli Miles Wiltz & Kelly 101 SW Main St. Portland, OR 97204	5/19 1994		

Companies / Individuals Receiving RFP

MERC Advertising

Page Three

Contact	Address/Phone Number	Date RFP Mailed	Date Prop. Rec'd	Attend 5/27 Mtg.
Jay Clemens	Turtledove Clemens Inc. 111 SW Front Ave. Portland, OR 97204 (503) 226-3581	5/19 1994		Yes
Barbara Jarvis	INS Advertising 1815 NW Flanders St. Portland, OR 97209	5/19 1994		Yes
Frank Grady	Grady Britton 319 SW Washington St. Portland, OR 97204 (503) 228-4118	5/19 1994		
Jack Livengood	Livengood & Co. Inc. 806 SW Broadway Portland, OR 97205 (503) 225-0437	5/19 1994		
Mike Dorerty 224-4930	A.L.A. Inc. Advertising & Sass 618 NW Glisan St. Portland, OR 97209	5/19 1994		
Mark Luecht	Davis, Bell & Colombatto DBC 101 SW Main St. Portland, OR 97204 (503) 241-7781	5/19 1994	6/10 1994 10:50a	Yes
Meridel Prideaux	Prideaux Sullivan Pattison 1425 SW 20th Ave. Portland, OR 97201	5/19 1994		
Richard Rosen	Rosen Brown Direct 5410 SW Macadam Ave. Portland, OR 97201 (503) 224-9811	5/19 1994		
Don Drew	Graphic Media Inc. 411 SW Second Ave. Portland, OR 97204	5/19 1994		

Companies / Individuals Receiving RFP

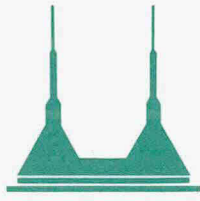
MERC Advertising

Page Four

* From Target Area List (provided by Jim Waki)

Contact	Address/Phone Number	Date RFP Mailed	Date Prop. Rec'd	Attend 5/27 Mtg.
Don Harris 295-1922	Harris Massey Herinckx Advertising & PR 2020 SW Fourth Ave. Portland, OR 97201	5/19 1994	6/10 1994 4:35pm	Yes
Duncan Strange 226-2721	Gard Strange Edwards & Aldridge, Inc. 1200 NW Front, Suite 220 Portland, OR 97209	5/19 1994		
*Dollan Communications	Dollan Communications 4909 NE 14th Place Portland, OR 97211	5/19 1994		
*Manda Beckett	Manda Beckett 2816 NE 12th Ave. Portland, OR 97212	5/19 1994		
*Sally Speer	Sally Speer, Consultant 2814 NE 39th Portland, OR 97212	5/19 1994		
*Debra Gladstone	Debra Gladstone 1317 NE Highland St. Portland, OR 97211	5/19 1994		
*M. Abbott & Associates	M. Abbott & Associates 1830 NE Klickitat Portland, OR 97212	5/19 1994		
Constance Gauden	Constance Gauden 301 NE 45th #A3 Vancouver, WA 98663	5/20 1994		
Bruce Emerick	Bruce Emerick 221 NW 9th Corvallis, OR 97330	5/23 1994		
Anna Amador	Dalbey & Denight Adv. 816 SW 1st Portland, OR	5/27 1994 *	6/10 1994 5pm	Yes

*RFP hand-delivered at orientation mtg. on 5/27

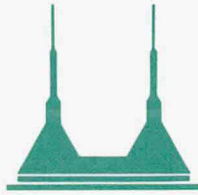


OREGON CONVENTION CENTER
METRO ER COMMISSION

ADVERTISING RFP
Review Committee Vote

June 30, 1994 - Phone conversation with each committee member, following receipt of BP&N & The Coates Agency's two year DBE/WBE/Target Area vendor purchases histories:

Chris Bailey	1. BP&N	2. Coates
Jeff Blosser	1. BP&N	2. Coates
Candy Cavanagh	1. BP&N	2. Coates
Lynda Grice	1. BP&N	2. Coates
Debra Jeffery	1. BP&N	2. Coates
Mike Smith	1. BP&N	2. Coates
Lisa Vielbig	1. BP&N	2. Coates



OREGON CONVENTION CENTER
METRO ER COMMISSION

MERC ADVERTISING RFP
Review Committee Meeting Report
June 30, 1994

The RFP was advertised in the *Daily Journal of Commerce*, *The Oregonian* and *The Portland Observer*. Additionally, the RFP was mailed to the five advertising/public relations/marketing agencies listed in the DBE/MBE/ESB Target Area Directory and the *Business Journal's* list of Portland's top 25 advertising agencies. An orientation meeting was held two weeks prior to the June 10th RFP proposal deadline; 12 agencies attended.

The Committee met on June 16th to review and evaluate the six (6) proposals received. Following some discussion, the unanimous decision was made to have oral presentations from three (3) of agencies: Borders, Perrin & Norrande (BP&N); The Coates Agency and Dalbey & Denight (D&D).

Oral presentations were given to the Committee on June 28th. Following all presentations, the unanimous decision was made to eliminate D&D from consideration. The Committee decided to request two year Target Area & MBE/WBE vendor purchases histories from BP&N and The Coates Agency.

The two agencies written responses were received and shared with each Committee Member. BP&N was unanimously selected to be awarded the advertising contract.

Committee members: Chris Bailey, Jeff Blosser, Candy Cavanagh, Lynda Grice - OCVSN, Jane Hartline - Metro Park Zoo (participated in June 16th meeting), Debra Jeffery, Mike Smith - POVA and Lisa Vielbig.

ADVERTISING AGENCY SERVICES AGREEMENT

This agreement is made and entered into on this 13 day of July, 1994, by and between the Metropolitan Exposition - Recreation Commission ("MERC"/Commission), and Borders Perrin & Norrande, Contractor.
Inc.

WITNESSETH:

In consideration of the mutual covenants of the parties hereto, and upon the express terms and conditions hereinafter set forth, it is agreed by and between them as follows:

1. DEFINITIONS

The following terms are defined as follows:

a. "Convention Center" means the Oregon Convention Center (OCC) located at 777 N.E. Martin Luther King, Jr. Blvd., Portland, Oregon.

b. "EXPO" means the Portland Metropolitan Exposition Center located at 2060 North Marine Drive, Portland, Oregon 97217

c. "Stadium" means Civic Stadium (CS) at 1844 S.W. Morrison, Portland, Oregon.

d. "Performing Arts Center" means the Portland Center for the Performing Arts (PCPA), and its related facilities, located at 1111 S.W. Broadway, Portland, Oregon.

e. "Contractor" shall mean the Borders Perrin & Norrande, Inc., located at 222 SW Yamhill, Portland, Oregon. 97204

f. "Service"

1) The advertising agency expertise which meets the expectations of the requesting MERC facility(s).

2) creation, production, delivery, placement or mailing of media advertising, direct mail pieces, collateral materials.

g. "Accounting Year" means the period commencing July 1 of each year an ending June 30 of the following year. The Commission will provide and accounting period calendar for each year of the agreement.

h. "Commission" shall mean the Metropolitan Exposition - Recreation Commission, a subdivision Metro.

2. ENGAGEMENT

Subject to the terms of this agreement and the direction of the Commission's General Manager or such other Commission personnel as he may designate, the Contractor shall assist in provision of services described herein for all Commission facilities including the Convention Center, Expo, Stadium and Performing Arts Center.

3. RELATIONSHIP OF THE PARTIES

The Commission and the Contractor have entered into this agreement for the purpose of establishing an independent contractor relationship between the Commission and the Contractor. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the Commission, it successors or assigns on the one part, and the Contractor, it successors or assigns on the other part. It is further agreed that the Contractor will provide its own workers compensation insurance or self-insurance program as permitted under Oregon statutes.

4. TERM OF THE AGREEMENT

The term of this agreement shall be for one (1) year with two (2) one-year options.

<u>Year No.</u>	<u>Fiscal Year</u>	<u>Term</u>
1	94-95	12 months
2	95-96	12 months
3	96-97	12 months

The Commission shall have the right at the end of the term of this agreement to extend this agreement for two additional one-year terms, based on the same conditions as set out in the original agreement. Notwithstanding, the Commission shall have the right to renegotiate the terms, with the agreement of Contractor, of any renewal agreement to accommodate changes in operations, circumstances or industry practice. Sixty (60) days' written notice to the Contractor by the Commission prior to the termination of the original agreement, or at renewal term, shall be sufficient to exercise the renewal option.

5. DUTIES OF THE CONTRACTOR

For the consideration provided for in Article 8 hereof, the Contractor shall be responsible for performing satisfactorily all functions, duties and activities outlined in this agreement and any incidental activities required to successfully accomplish said functions and duties.

The Contractor shall be responsible for performing but shall not be limited to the following duties and functions:

- a. To perform the services and deliver to the Commission the materials described in the Scope of Work attached hereto;
- b. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
- c. To comply with all applicable provisions of ORS Chapter 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;
- d. To maintain records relating to the Scope of Work in a generally recognized accounting basis and to make said records available to the Commission at mutually convenient times;
- e. To indemnify and hold the Commission, their 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, or with any copyright or patent infringement arising out of the use of Contractor's designs or other materials by the Commission and for any claims or disputes involving subcontractors or employees of Contractor.

6. RESPONSIBILITIES OF THE COMMISSION

The Commission shall be responsible for performing the following duties and functions:

a. The Commission shall furnish the Contractor full information regarding its requirements for the Scope of Work to assist the Contractor in accomplishing its services and accounting responsibilities.

b. To pay Contractor for services performed and materials delivered in an amount not to exceed:

1) \$138,650 for the Oregon Convention Center

and in the manner, and at the rates specified and time designated in the Scope of Work.

c. Other MERC facilities may use Contractor on a time and material basis as may be requested and as budgets are approved. All MERC facilities are not exclusively restricted to using selected contractor services.

d. The Commission shall conduct business with the Contractor in an efficient and professional manner.

7. POWERS RESERVED TO THE COMMISSION

In the event of a dispute between the Contractor and the Commission, the decision of the Commission concerning the advertising agency services shall be final and binding on both parties. By way of illustration and not limitation, the reserved powers of the Commission are as follows:

a. The power to approve or disapprove the staff provided by the Contractor at any time during the term of this agreement, and to require the Contractor to replace such staff by receipt of written notice by the Commission regarding dissatisfaction with the Staff's performance.

b. The Contractor must maintain through the term of the contract an Affirmative Action/Equal Opportunity employment program. In addition, Contractor shall submit annually for the Commission's approval a program of affirmative action recruitment and training, for minorities and women, as appropriate. Such plan shall be submitted by June 1, for the first year of services, and June 1 of each succeeding year. Contractor agrees to participate with and integrate into its affirmative action

plan, programs in which the Commission may choose to participate, in programs designed to train and employ disadvantaged members of the local community.

In addition, Contractor shall, consistent with Oregon law and policies adopted by the Commission, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the OCC and Civic Stadium.

c. The power to terminate this agreement with the Contractor in accordance with Article 10 hereof.

d. The Commission must approve in advance and in writing any change in subcontractors which may be proposed by the Contractor throughout the life of this agreement.

8. PAYMENT METHOD OF COMMISSION TO CONTRACTOR AND CONTRACTOR TO COMMISSION

a. For provision of advertising agency services for the Commission, all invoices shall be submitted as work is completed and approved. Invoices shall be approved by the Commission prior to submission for payment. All billing subject to thirty (30) day net billing cycle.

b. The Contractor shall not be entitled to any other remuneration from the Commission for the performance of the Contractor's duties, obligations and activities pursuant to this agreement.

9. INSURANCE

Contractor shall provide a General Comprehensive Liability Insurance Policy in the aggregate amount of \$500,000 or a per occurrence basis.

The foregoing insurance policy or policies shall:

- a. Name Metro and the Commission as additional insured.
- b. Apply as primary insurance on behalf of Metro and Commission, regardless of what insurance the Commission may maintain.
- c. Provide for not less than thirty (30) days advance written notice to the Commission regarding termination or any material change to the policy.

A true and certified copy of the insurance policy or policies, including all of the required coverages and endorsements,, shall be provided to the Commission prior to commencement of work under this agreement.

10. TERMINATION

A. Termination for Material Breach: In the event that Contractor shall default in the obligations or conditions set forth in this and other paragraphs of this agreement, and such default shall continue unremedied and no action taken to correct for three (3) days' after written notice of said default to the Contractor, thereupon, at Commission's option, this agreement may be terminated upon thirty (30) days' written notice notwithstanding, nothing herein shall preclude the Commission or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the Contractor. The parties agree that the Commission shall retain the right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. Termination for Loss of Essential Licenses-Extraordinary Breach: The parties agree that the loss by Contractor of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this agreement and shall be grounds for immediate termination by the Commission. This provision shall apply irrespective of the reason for loss or revocation of any necessary license or permit.

C. Termination for Unsatisfactory Performance: The parties agree that the Commission shall retain the right to demand performance which is in all ways satisfactory to it, and that the Commission shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the Commission shall have the right to terminate this agreement and all rights and obligations hereunder. This right to terminate is in addition to any other rights Commission may have to terminate this Agreement. Notice of termination under this section shall provide such time for termination, discontinuance of operations as deemed appropriate by the Commission's General Manager.

11. ASSIGNMENT

Both parties fully understand and agree that the professional advertising services for the Commission facilities are of paramount importance and that this agreement would not be entered into by the Commission except for its confidence in, and assurances provided for, the character, management abilities and financial stability of the Contractor. The Contractor, therefore, shall not sell, assign, sublet, transfer or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer or any other encumbrance to occur by operation of

law or otherwise without the prior consent of the Commission at the Commission's sole discretion. The parties agree, further, that any occurrence, whether within or beyond the control of Contractor, which renders Contractor incapable of performing all duties required hereunder shall constitute a material breach hereunder and shall give the Commission the option of terminating this agreement.

12. BEST EFFORTS

The Contractor and the Commission shall each use their best efforts to obtain the most professional and creative advertising service as is possible.

13. MISCELLANEOUS PROVISIONS

This agreement constitutes the entire agreement and understanding between the Commission and the Contractor. No provision of this agreement may be changed or eliminated unless mutually agreed to in writing by the Commission and the Contractor. This agreement shall be construed to incorporate by reference Contractor's Request for Proposals (RFP), all addendum issued thereto, and Contractor's proposal in response thereto dated June 10, 1994. In the event of a conflict between the terms and conditions of this agreement and the documents incorporated by reference, the terms and conditions of this agreement shall take precedence. In the event of a conflict between the documents incorporated by reference, the RFP as modified by any addendum thereto shall take precedence over Contractor's proposal.

The failure of either party to insist upon strict and prompt performance of the terms and conditions of this agreement shall not constitute a waiver of the party's right to strictly enforce such terms and conditions thereafter.

All notices relative to this agreement shall be in writing and shall be mailed by certified mail or delivered in person to the Commission or the Contractor. Said notices shall be addressed to the following:

Contractor

Commission
General Manager
Metropolitan Exposition-
Recreation Commission
P. O. Box 2746
Portland, OR 97208

With a copy to:

General Counsel
Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Advertising Services Agreement -- Page 7

This agreement is made in accordance with the laws of the State of Oregon, which shall be controlling in any dispute which arises under this agreement.

14. MBE/WBE PROGRAM

a. Contractor will, consistent with its proposal enter into agreements with those Minority Business Enterprises and Women-Owned Business Enterprises specified in Contractor's proposal.

b. The Contractor agrees to follow the policies and rules set out in Commission's Request for Proposals regarding Minority Business Enterprises and Women-Owned Business Enterprises which by this reference are hereby fully incorporated as if fully set forth herein.

c. The Contractor shall not replace a Minority Business Enterprises or Women-Owned Business subcontractor with another subcontractor during Agreement performance, so as to reduce its level of MEB/WBE participation below the annual goals then in effect, without prior approval of Commission. In so replacing a Minority or Women-Owned Business subcontractor with another certified Minority or Women-Owned Business subcontractor or make good faith efforts to do so.

d. The Contractor shall provide reports on its compliance with the MBE/WBE goals established for this Agreement and with the Minority Business Program as reasonably requested by Commission.

e. Commission reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Minority Business Program and this Agreement, and with any representation made by the Contractor prior to Agreement award pertaining to Minority or Women-Owned Business participation in the Agreement, and any representation made by the Contractor regarding replacement of any Minority or Women-Owned Business subcontractor during the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

CONTRACTOR:

By



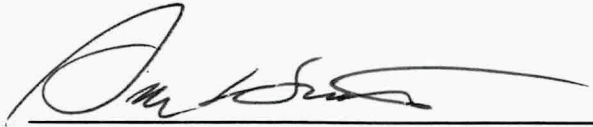
Title

CEO

METROPOLITAN EXPOSITION-
RECREATION COMMISSION



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

By:



Mark B. Williams

Senior Assistant Counsel