

## **METROPOLITAN EXPOSITION-RECREATION COMMISSION**

### **RESOLUTION NO. 96- 36**

Directing staff to seek an exemption from competitive bidding requirements from the Metro Council, acting as MERC's Public Contract Review Board, pursuant to Metro Code Section 2.04.060(a), as a sole source contract for marketing services with the Portland Oregon Visitors Association (POVA), wherein POVA will provide national marketing of the Oregon Convention Center for the Metropolitan Exposition-Recreation Commission for the period of July 1, 1996 through June 30, 1999; and, contingent upon that exemption, authorizing MERC General Manager to negotiate and execute such a Marketing Services Agreement with POVA.

#### **The Metropolitan Exposition-Recreation Commission finds:**

1. That in August of 1987, the Metro Council approved as a sole source, a contract with the Portland Oregon Visitors Association. Pursuant to the Metro contract rules and procedures, this contract once approved as a sole source could be extended or amended for a period of up to three years without the need for any competitive procurement process.
2. That the MERC extended POVA's contract from July 1, 1988, through June 30, 1989, which was the second year of the sole source contract. In addition, the Commission's FY 1989-90 budget, passed on Feb. 14, 1989 by Resolution No. 22, allocating funds to POVA through June 30, 1990 to continue POVA's national marketing program attracting major meetings and trade shows to the Oregon Convention Center.
3. That on April 11, 1989, the Commission recommended an extension exemption be granted by Metro Council for the POVA FY 1989-90 contract. On April 27, 1989, Metro Council exempted the FY 1989-90 contract with POVA from the competitive procurement noted in the Metro Code and on June 13, 1989, MERC approved Resolution No. 29 authorizing execution of a Marketing Services Agreement with POVA for the period July 1, 1989 through June 30, 1990.
4. In November of 1989, MERC staff went through the lengthy process of soliciting services for promoting the Oregon Convention Center to the national market. Only one organization, POVA, submitted a qualified response to the RFQ.

5. In June 1990, MERC approved Resolution No. 70 authorizing the execution of a three year POVA Marketing Services Agreement commencing July 1, 1990 through June 30, 1993. On June 29, 1993 the Commission approved Resolution No. 335, approving a three month extension for POVA contract

6. That the MERC Commission approved Resolution 93-25 on December 8, 1993 authorizing execution of a Marketing Services Agreement with POVA for national marketing of the Oregon Convention Center for a period beginning July 1, 1993 through June 30, 1996. The current Marketing Services Agreement with the Portland Oregon Visitors Association, approved by MERC Commission Resolution No. 93-25, will expire June 30, 1996. POVA's performance has met or exceeded contractual obligations and has provided a level of service necessary to attract convention business to Portland.

7. POVA is the only qualified provider for national marketing and sales programs for the Oregon Convention Center and has performed exceptionally as marked by the consistent and continued success of the Oregon Convention Center and the economic impact on the entire region.


**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition Recreation Commission directs MERC staff to seek an exemption from competitive bidding requirements from the Metro Council, acting as MERC's Public Contract Review Board, pursuant to Metro Code Section 2.04.060(a), as a sole source contract for marketing services with the Portland Oregon Visitors Association (POVA), wherein POVA will provide national marketing of the Oregon Convention Center for the Metropolitan Exposition-Recreation Commission for the period of July 1, 1996 through June 30, 1999; and, contingent upon that exemption; authorizes the MERC General Manager to negotiate and execute such Marketing Services Agreement with POVA.

Passed by the Commission on June 12, 1996.

  
Chair

APPROVED AS TO FORM:  
Daniel B. Cooper, General Counsel

  
Secretary/Treasurer

  
By: Mark B. Williams,  
Senior Assistant Counsel

## MERC Staff Report

**Agenda Item/Issue** Directing staff to seek an exemption from competitive bidding requirements from the Metro Council, acting as MERC's Public Contract Review Board, pursuant to Metro Code, Section 2.04.060(a), as sole source contract for marketing services with the Portland Oregon Visitors Association (POVA), wherein POVA will provide national marketing of the Oregon Convention Center for MERC for the period of July 1, 1996 through June 30, 1999; and, contingent upon that exemption, authorizing MERC General Manager to negotiate and execute such a Marketing Services Agreement with POVA.

**Resolution No.:** 96-36

**Presented By:** Jeffrey A. Blosser

**Date:** June 12, 1996

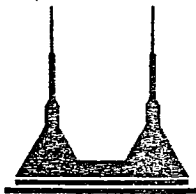
**Background and Analysis:** Portland Oregon Visitors Association has provided services for the Oregon Convention Center marketing efforts since 1988. These contract requirements have been through RFP processes and RFQ process to determine if any other agency/firm can provide such national convention marketing and sales expertise and skills. There has been no other group or entity who has been qualified or bid on this type of very specialized service. With all of this in mind, staff is convinced that no other agency or company can provide the necessary service in terms of marketing sales contacts with potential clients, relationships with hotels and the hospitality industry, as well as convention services support for groups already booked. The City of Portland has also supported this agency on a sole-source basis to provide all necessary marketing and sales services for tourism and convention business in Portland.

**Fiscal Impact:**

1996-1997 - \$1,380,000

1997-1998 and 1998-99 - these years to be approved by the MERC Commission in their budget process.

**Recommendation:** Staff recommends that the Metropolitan Exposition Recreation Commission direct staff to seek an exemption from competitive bidding requirements from the Metro Council, acting as MERC's Public Contract Review Board, pursuant to Metro Code, Section 2.04.060(a), as a sole source contract for marketing services with the Portland Oregon Visitors Association (POVA), wherein POVA will provide national marketing of the Oregon Convention Center for MERC for the period July 1, 1996 through June 30, 1999; and, contingent upon that exemption, authorizing MERC General Manager to negotiate and execute such a Marketing Services Agreement with POVA.



OREGON CONVENTION CENTER  
METROPOLITAN RECREATION COMMISSION

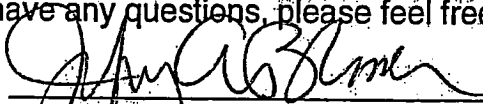
April 20, 1999

Mr. Joe D'Alessandro  
President/CEO  
Portland Oregon Visitors Association  
26 SW Salmon St.  
Portland, OR 97204-3299

Dear Joe:

This is to notify you that the contract between the Metropolitan Exposition-Recreation Commission and the Portland Oregon Visitors Association has been extended for three years beginning July 1, 1999 and ending June 30, 2002. This extension will include the continuation of the assignment of management and oversight of the Oregon Convention and Visitors Services Network, Inc. Agreement.

If this meets with your approval, please sign and date below. Once signed, please return all copies and I will sign and return an executed copy for your files. Should you have any questions, please feel free to call.


  
Jeffrey A. Blosser, OCC Director

Date: 5/5/99

  
Joe D'Alessandro, President/CEO, POVA

Date: 4/28/99

Sincerely,

  
Jeffrey A. Blosser  
Director

cc: Mark B. Williams  
David Biederman

## **MARKETING SERVICES AGREEMENT**

THIS AGREEMENT dated this 15<sup>th</sup> day of July, 1996, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION [hereinafter referred to as "COMMISSION"], which was established by Metro, a municipal corporation, and whose address is 600 NE Grand, Portland, Oregon and the **PORTLAND OREGON VISITORS ASSOCIATION** [hereinafter referred to as "CONTRACTOR"] whose address is 26 SW Salmon, Portland, Oregon 97204, for the period of July 1, 1996, through June 30, 1999.

### **WITNESSETH:**

#### **CONTRACTOR AGREES:**

1. For the period July 15th, 1996 to June 30, 1999, to perform the services and deliver to the COMMISSION the materials described in the Scope of Work attached hereto; for subsequent fiscal years the Scope of Work shall be modified as provided for herein;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, as if such provisions were a part of this Agreement.
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to the COMMISSION at mutually convenient times;
5. To present to the COMMISSION quarterly and year-end financial statements and progress reports on CONTRACTOR'S budget, sales activities and the First Opportunity/ Target Area Program as described by the COMMISSION'S Purchasing guidelines. An independent certified audit will be presented to the COMMISSION upon its completion each year for activities conducted during each fiscal year.
6. To present to the COMMISSION a three (3) year budget pro forma and strategic management plan that describes the necessary funding levels for consideration by the COMMISSION.

7. To defend, indemnify and hold the COMMISSION, Metro and their officers, 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 the fact of this Agreement; and
8. To comply with any other "Contract Provisions" attached hereto as so labeled.
9. To evaluate and assess the current advertising/marketing program and provider of such services during Fiscal Year 1996-1997. CONTRACTOR shall, upon request by COMMISSION, conduct a process for such evaluation to include accepting proposals from other advertising providers. This may be a formal or informal process with participation by pertinent COMMISSION staff. Such a process will determine if a new company will provide necessary advertising/marketing services for CONTRACTOR.

**THE COMMISSION AGREES:**

1. For the period July 15th, 1996 to June 30, 1997, to pay CONTRACTOR for services performed and materials delivered in the maximum sum of ONE MILLION, THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED and NO/100ths DOLLARS (\$1,380,500.00) and in the manner and at the time designated in the Scope of Work, as set forth in the FY 1996-97 operating budget of the COMMISSION adopted in Resolution No. 95-51 on November 17, 1995 for subsequent fiscal years payments to CONTRACTOR shall be determined as provided for herein;
2. To exclusively maintain the bookings schedule, "The Book", for the Oregon Convention Center events for the efficient management and operation of the OCC facility and to assure that the policies established by the COMMISSION are adhered to and maintained, while allowing CONTRACTOR authority to hold dates and space at the OCC facility eighteen months and beyond in concert with their marketing efforts.
3. To exclusively maintain the booking schedule "The Book" for the Portland Metropolitan Exposition Center (Expo) events for efficient management and operational matters. The Expo facility management will assure established COMMISSION policies while allowing CONTRACTOR the ability to market and advertise space at the Expo facility throughout the term of this Agreement.

**BOTH PARTIES AGREE:**

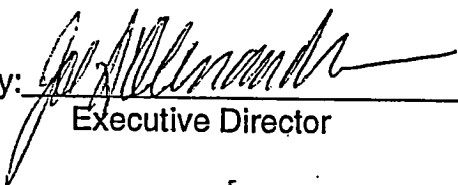
1. The term of this Agreement shall be for the period commencing July 15th, 1996, through and including June 30, 1999.
2. That the COMMISSION may terminate this Agreement without cause upon giving CONTRACTOR ninety (90) days written notice without waiving any claims or remedies it may have against CONTRACTOR.
3. That, in the event of termination, the COMMISSION shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;
4. That, in the event of any litigation concerning the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court. In the event that a party employees in-house Counsel, or, if COMMISSION uses the services of Counsel supplied to it by Metro, such a party, if prevailing shall be entitled to the full reasonable market value of its attorney's services;
5. That the services of CONTRACTOR are unique, and that therefore CONTRACTOR may not, under any condition, assign or transfer this Agreement or foregoing, this Agreement shall be binding on each party, its successors, assigns and legal representatives;
6. That this Agreement may be amended only by the written agreement of both parties;
7. That this is the entire Agreement between the parties, and supersedes any and all prior oral or written agreements, discussions, or representations; and
8. That, in the event of a dispute or disagreement concerning COMMISSION policies, practices, or marketing needs, the decision of the COMMISSION shall be final and binding on the parties.

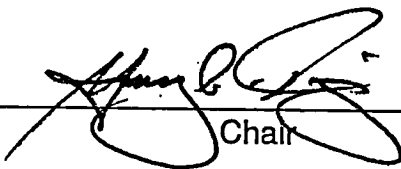
**TERMS OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, commencing July 15th, 1996 through June 30, 1999, with two (2) three-year options available at the sole discretion of the COMMISSION.

PORTLAND/OREGON VISITORS  
ASSOCIATION

THE METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

By:   
Executive Director

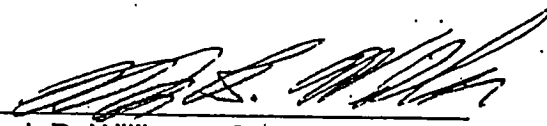
By:   
Chair

Date: 7/15/96

By:   
Secretary/Treasurer

APPROVED AS TO FORM:  
Daniel B. Copper, General Counsel

Date: 7-29-96

  
Mark B. Williams, Sr. Assist. Counsel



## **CONTRACT PROVISIONS**

### **1. Determination of Scope of Work for Fiscal Years 1997-98 and 1998-99.**

- A. By November 1, 1996 and November 1, 1997, CONTRACTOR shall provide COMMISSION'S General Manager, or his designee, with preliminary estimates of a budget and scope of work for the subsequent fiscal year.
- B. Thereafter, CONTRACTOR and COMMISSION shall negotiate in good faith to develop a scope of work and budget with a goal of approving a final scope of work and budget at the COMMISSION'S first meeting in January.
- C. The scope of work for Fiscal Year 1997-98 and 1998-99 shall be as adopted by the COMMISSION in its annual budget process subject to formal approval and adoption of the COMMISSION'S budget and as agreed to by CONTRACTOR. Failure of the COMMISSION to adopt a budget or approve a scope of work agreed to by CONTRACTOR for a subsequent fiscal year shall cause this Agreement to terminate at the end of the current fiscal year.

### **2. First Opportunity Program**

To the maximum extent possible, CONTRACTOR shall provide a first opportunity hiring program for all positions funded pursuant to this contract. The program shall be consistent with the COMMISSION'S adopted first opportunity hiring program and shall offer employment opportunities to the target area as defined by the COMMISSION. CONTRACTOR'S program shall be approved by COMMISSION'S General Manager.

## **SCOPE OF WORK**

This scope of services outlines tasks, the proposed time schedule and budget requirements for a continuation of long-range national, international and minority marketing activities for the Oregon Convention Center by CONTRACTOR for the twelve-month period from July 15th, 1996, to June 30, 1997. The project will be conducted by the CONTRACTOR under the direction of the CONTRACTOR'S Executive Director.

### **SERVICES/PRODUCTS PROVIDED:**

CONTRACTOR will provide the following services and/or projects:

#### **1. Direct Sales**

These services constitute all CONTRACTOR'S direct, person-to-person sales work required to obtain commitments for future use of the Oregon Convention Center for conventions and trade shows. CONTRACTOR will also pursue sales work aimed at booking smaller groups that may not utilize the OCC, but that will generate room tax revenues for COMMISSION'S use in operating the OCC. Included are telephone calls and correspondence by sales staff with approximately 3,100 organizations known to need convention center facilities. The work also involves attendance and exhibits at trade shows where these potential clients gather in large numbers. Also included are familiarization visits, bringing prospects to Portland either in groups or individually.

CONTRACTOR'S direct sales program is led by the director of sales and supported by five national sales managers, one regional sales manager and an east coast sales manager located in Washington, D.C. The Washington, D.C. sales office budgeted at \$154,505.

Substantial direction and participation in sales work is provided by the Executive Director.

Budgeted Expenses:	Salaries and Benefits	\$631,590
	Sales Programs	\$154,505
	Materials/Services	<u>\$134,569</u>
		<u>\$920,664</u>

## **2. Marketing and Advertising**

Spending in this area includes design and placement of advertising, direct mail pieces and collateral pieces to reach the total market of potential Convention Center users. Of the approximately 3,100 meetings and trade shows held annually in the U.S. requiring convention center facilities, the CONTRACTOR shall develop and implement an advertising campaign that is carefully targeted to a select few major national trade publications read by most of this market.

Supporting the advertising, the CONTRACTOR shall conduct a direct mail campaign, at least two times a year, targeting approximately 600 most promising potential clients. CONTRACTOR shall develop, coordinate and manage two familiarization tours/trips which bring decision-making meeting planners to Portland for first hand experience of the Portland destination product.

Included in this category is the reprinting of collateral pieces as required.

CONTRACTOR shall conduct market research as needed to assess the effectiveness of the advertising and sales effort with a written report to the COMMISSION on a quarterly basis. Baseline data gathered will provide a point of comparison for measuring the success of convention center marketing strategies over time.

Budgeted Expenses: Materials and Services \$301,445

## **3. Public Relations**

This category supports convention sales and promotion by leveraging non-paid editorial and media coverage of the Portland region as a convention destination. CONTRACTOR will produce news and feature articles describing and promoting the convention center in national trade and consumer publications. Locally, it will create public awareness of convention center successes—important bookings, construction milestones, grand opening activities, etc. On the local level, public relations activities will be coordinated with those of the Commission staff and Metro public affairs staff.

Budgeted Expenses:	Salaries and Benefits	\$ 18,755
	Materials/Services	<u>\$ 5,190</u>
		\$ 23,945

#### 4. Convention Services

The convention services program takes over after the sales have been made to assist convention organizers with hotel reservations, transportation, conference programming, registration, spousal programs and tour packages, and off-property meal functions. A favorable impression is essential to develop Portland's reputation as a convention city and to attract repeat business.

In this fiscal year, the CONTRACTOR will direct a large percentage of its efforts to the conventions that have booked the Convention Center for 1997 and 1998. This work will include developing of housing programs, conducting on-site inspections, negotiating contracts with hotels, and participating on local host committees.

Budgeted Expenses:	Salaries and Benefits	\$103,000
	Materials/Services	<u>\$ 45,012</u>
		\$148,012

#### COMPENSATION

1. The COMMISSION shall pay CONTRACTOR up to the maximum of \$1,380,500 for CONTRACTOR'S actual and reasonable cost in performing this Agreement according to the following provisions.
2. CONTRACTOR'S budget for the performance of services under this Agreement is \$1,380,500. The budget breakdown for major project elements is shown below:

Direct Sales	\$ 920,664
Marketing and Advertising	\$ 301,455
Public Relations	\$ 23,945
Convention Services	<u>\$ 148,012</u>
	\$1,394,066

Breakdown by major type of expenditure is:

Salaries and Benefits	\$ 766,390
Materials/Services	<u>\$ 627,676</u>

3. Payment will be on a quarterly basis as an advance on anticipated expenditures over the coming three months. CONTRACTOR shall submit invoicing as follows:

On the 20<sup>th</sup> of each month beginning a calendar quarter, the CONTRACTOR shall submit and invoice accompanied by financial statements and a short report summarizing progress. The invoice shall:

- a. Summarize and document actual and reasonable costs incurred by major element identified under this Agreement as of the most recent accounting period.
  - b. Summarize all past payments made to CONTRACTOR under this Agreement.
  - c. Calculate the difference between past payments and actual expenses under this Agreement.
  - d. Estimate the costs to be incurred under this Agreement during the succeeding quarter, broken down by major project elements. (The invoice in advance of the first quarter's activities will contains this information only.)
  - e. Calculate a total due from the COMMISSION as the difference of [c] and [d] as described above.
4. CONTRACTOR shall maintain records which comply with generally accepted accounting practices to support all estimated billings and subsequent spending. CONTRACTOR shall maintain records documenting actual time spent on Oregon Convention Center work.
  5. Expenditures shall be documented as appropriate, such as by itemized invoices from advertising agencies, printers and market research firms. All expenditures made by CONTRACTOR pursuant to this Agreement shall be reasonable under the circumstances.
  6. Billings for staff services shall display the hours charged by CONTRACTOR at an hourly rate, including benefits and overhead, not to exceed:

Executive Director	\$85.00
Director of Sales	\$45.00
Sales Manager	\$40.00
Convention Services Mgr.	\$31.00
Public Relations Manager	\$26.50
Records/Research	\$15.00

7. CONTRACTOR will invoice the COMMISSION only for expenditures related to marketing and servicing conventions that utilize the Oregon Convention Center and conventions that may not utilize the Oregon

Convention Center, but that will generate rooms tax revenues for COMMISSION'S use in operating the OCC. In the case of expenditures benefiting also other purposes, CONTRACTOR will bill the COMMISSION in proportion to the benefit of the expenditure to the Oregon Convention Center.

8. The cost of rent and operating costs for the Washington, D.C. office shall be eligible for reimbursement at actual costs. No overhead will be applied.
9. The COMMISSION shall pay all approved invoices within 30 days of receipt.

### **SUBCONTRACTED WORK**

When any subcontractors are retained to be used in the performance of this Agreement, CONTRACTOR agrees to make a good faith effort subcontract with disadvantaged businesses women-owned businesses. CONTRACTOR shall comply with all relevant provisions of the COMMISSION'S approved Purchasing Guidelines.

### **REVIEWS**

CONTRACTOR will report as outlined in Paragraph 5, under "Contractor Agrees" of Marketing Services Agreement, to the COMMISSION with respect to progress on the tasks outlined above including quarterly sales reports, budget reports and DBE/WBE participation. CONTRACTOR will meet with the COMMISSION staff as requested in order to review draft materials and plans to preview all advertising, collateral and direct mail materials prior to their public release.

### **COORDINATION AND COMMUNICATION**

The CONTRACTOR will closely coordinate activities under this Agreement with the COMMISSION staff, particularly the Convention Center marketing staff and OCC Director. Coordination will be achieved by such means as:

- regular sales meetings
- coordination with sales staff to follow up leads
- coordination of bookings
- marketing meetings at key points in development of advertising and collateral materials
- coordination of sales efforts at national conventions and trade shows
- other communication as needed

- coordination of computerization, both at the Convention Center and CONTRACTOR'S office, as well as the sharing of information as a result of the computer linkage.

It is also necessary that the CONTRACTOR work very closely with OCVSN to create a unified seamless approach to marketing of the Portland product to the CONTRACTOR's targeted groups. The job is to promote Portland to all groups who fit the profile without giving competing or confusing messages or information to perspective customers.

## **VISITOR INFORMATION CENTER**

### **Objectives of Visitors Information Center -OCC**

The objectives of operating a Visitors Information Center (VIC) at the Oregon Convention Center (OCC) are:

- To provide convention delegates and others attending functions at the OCC with information on local, regional and statewide attractions, activities, resorts, lodging, restaurants, etc., and to encourage these visitors to extend their visit in Oregon and/or to make a return trip.
- To provide an attractive space that informs and educates visitors about what to see and do in the city, in the region and in the State through brochure racks and displays in a way that is functional both when the Center is staffed and is not staffed.
- To provide OCC facility information and to serve as a gathering area for OCC facility tours for the general public (OCC Public Tour Program).

### **VIC-OCC Administration and Management**

The VIC-OCC programming and operations will be administered by COMMISSION through the OCC Sales/Marketing Department. The Public Tour Program schedule and timing will be directly coordinated with OCC management. The VIC will be networked into the State Welcome Center Program through training, brochure procurement and overall information coordination through CONTRACTOR'S Visitors Information System.

### **VIC-OCC Staffing**

Staffing will include one part time supervisor provided by Center's operation and part-time volunteers for weekend and event coverage (see hours of operation). Paid staff and volunteers will both serve in the VIC as well as

provide scheduled facility tours for the public. Such cross-training provides job enrichment generally not available at other visitor centers or in other tour programs.

#### VIC-OCC Staff Training

CONTRACTOR will be responsible for staff and volunteer information training, visitor servicing and visitor services training. CONTRACTOR will coordinate with OCC staff and volunteers to schedule this training at a minimum of twice each year.

#### Collateral Materials

CONTRACTOR will be responsible for securing and inventorying all collateral material including continuous loop videos. CONTRACTOR will follow the State tourism Division's "Guidelines for Tourism Brochure Distribution at State Welcome Center". Brochure updating and stocking will be CONTRACTOR'S responsibility.

#### Hours of Operations

It is recommended that staffing needs be closely monitored and remain somewhat flexible with annual evaluations. It may be desirable to have the Center staffed only when the facility is in use and during weekends. Following is a suggested staffing schedule:

8:30 am to 5:00 p.m., Monday - Friday  
Weekends when facility in use

#### Funding

Funding for the VIC-OCC will be the responsibility of the COMMISSION. CONTRACTOR will provide training support and all collateral materials relating to the visitor industry and information.

#### Review

Both COMMISSION and CONTRACTOR management may review this portion of the Agreement at any time, and upon concurrence by both parties duly acknowledged in writing, make changes and/or adjustments as are deemed necessary.