

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 02-02

For the purpose of authorizing issuance of a Request for Proposals for consulting services to assist the MERC Commission to assess, identify and develop a sponsorship, advertising, and naming rights program for MERC facilities.

WHEREAS, the Commission desires to generate revenues through sponsorships, advertising and naming rights opportunities for all of its facilities, and;

WHEREAS, it is advantageous to the Commission to secure services from a consultant who specializes in identifying assets and their potential revenue possibilities, and;

WHEREAS, MERC's Purchasing Policy and Guidelines require Commission approval for issuance of a Request for Proposal for personal services estimated to cost more than \$75,000.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission authorizes staff is issue a Request for Proposals in a form substantially similar to the attached Exhibit "A" for consulting services to assist the MERC Commission to assess, identify and develop a sponsorship, advertising, and naming rights program for MERC facilities.

Passed by the Commission on January 23, 2002.



Chair

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



Secretary/Treasurer

By: 
Kathleen Pool
Sr. Assistant Counsel

Requests for Proposals

Assessment, Identification and Development of Sponsorship/ Advertising/Naming Rights Program

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting written proposals for consulting services to the MERC Commission to assist in assessing, identifying and developing a sponsorship/advertising/naming rights program for the Oregon Convention Center, the Portland Center for the Performing Arts and the Portland Exposition Center. Included in this process and as a result of this RFP will be assisting the Commission in securing such contracts with sponsors and the establishment of the sales program to secure such sponsors.

Purpose and Background

The Metropolitan Exposition-Recreation Commission (MERC) is charged with the day-to-day management and operations of three facilities currently – The Oregon Convention Center (OCC), The Portland Metropolitan Exposition Center (Expo) and the Portland Center for the Performing Arts (PCPA) consisting of three buildings, four theatres and rehearsal hall. The Commission is an appointed Commission and an operating arm of Metro, a regionally elected governmental entity. Two of the three facilities are owned by Metro (OCC and Expo) and the PCPA facilities are owned by the City of Portland.

Proposals must include the prescribed forms furnished by MERC in the Request for Proposals documents. All applicable blanks giving general information must be filled in and the Proposer or a duly authorized agent must sign the proposal. Any statement accompanying and tending to qualify a proposal may be cause for rejection. Proposals that are incomplete, or fail to respond to all items required in the RFP may be rejected.

Proposals must be delivered in a sealed envelope marked "Proposal to Provide Consulting Services –Sponsorship, Advertising and/or Naming Rights Program", Attn: Jeffrey a. Blosser, Director, Oregon Convention Center, 777 NE Martin Luther King Jr. Blvd. Portland, Oregon 97232, or mailed to OCC, PO Box 12210, Portland, Oregon 97212, TO BE RECEIVED NO LATER THAN 4:30 p.m., on Thursday, February 28, 2002. Proposals received after this time will be rejected and returned unopened.

There will be a non-mandatory pre-proposal conference on Thursday, February 7, 2002 to view the facilities and answer questions about the proposal.

Exhibit "A"

MERC prohibits discrimination against any person or firm based upon race, color, national origin, sexual orientation, age, religion, physical handicap, political affiliation, or marital status.

The successful proposer is required to comply with all applicable Federal, State and Municipal constitutions, statutes, charters, codes, ordinances and MERC rules and regulations.

This Request for Proposals does not commit MERC to pay any costs incurred by any Proposer in the submission of a proposal, or in the preparation thereof.

MERC prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation, or marital status.

MERC reserves the right to reject any proposal or all proposals not conforming to the intent and purpose of the RFP Documents, to reject upon finding of MERC that it is in the public interest to do so or to waive any informality or irregularity in any proposal or proposals. MERC further reserves the right to award a contract at any time within ninety (90) days following the RFP opening date.

RFP Instructions

Proposal Content

The proposal shall include:

1. Table of Contents
2. Introduction
Cover Letter
Attachment
3. Narrative Summary to include, as a minimum, the following items:
 - a. Response to Scope of Services-Proposer should address each section of the specifications with an indication of the response. Provide separate response for Phase I and Phase II.
 - b. Statement of Qualifications – Complete description of similar engagements performed by Proposer, number of years that the firm has been in business, resumes and responsibilities of current staff members that will be assigned to the Contract and identification of the person who shall serve as the Proposer's representative for all matters relating to the proposal as well as the person who will be the day-to-day project manager. As well, Proposer shall state whether the Proposer is doing

Exhibit "A"

business as an individual, a partnership, or a corporation, and, if incorporated, in which state, and if a partnership, shall give the names of all partners. The person signing on behalf of the corporation or a partnership shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon. The person signing on behalf of the corporation or a partnership shall complete and sign the Submittal Page attached as Exhibit A to this RFP.

- c. Evidence of Financial Stability – Provide letters of bank references, letters of credit and audited year-end financial statements for two years or other evidence of corporate financial strength.
- d. References – provide a minimum of three (3) client references for which proposer has performed similar consulting services. This list shall include the name of the firm/entity, address, contact person and telephone number for each reference.
- e. Any proposal to subcontract services, if applicable.
4. Pricing – detailed pricing structure with all fees included supporting the proposed costs for Phase I and Phase II. The cost for Phase I should be stated as an hourly rate plus related costs with a not to exceed amount; or, a commission plus related costs for development of Phase I. The cost for Phase II can be stated as an hourly rate plus related costs with a not to exceed amount; or, as a percentage of sponsorship revenue paid over the term of the sponsorship agreements plus an estimate of any costs associated with Phase II.
5. Local Job Opportunity and Job Training – Proposer must describe the steps the Proposer will take to comply, to the maximum extent possible, with the goal of providing the target area, as defined in the Agreement under Scope of Services, the first opportunity for available jobs to economically disadvantage residents living in economically distressed neighborhoods in the immediate vicinity of the Convention Center site. Proposer must also describe the steps the Proposer will take to cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist, and, if necessary, train such persons to qualify for and receive employment with Proposer.
6. Proposers must identify any past, present, and/or future contractual or personal relationship with any members of MERC or members of its staff that might create a conflict of interest.
7. Appendices: Appendices are options for Proposers who wish to submit additional material to be evaluated.

Submission of Requirements

1. The submittal, consisting of ten (10) copies, should be labeled and mailed and/or delivered as "Proposal to Provide Consulting Services – Corporate Sponsorship, Advertising and/or Naming Rights Program", and must be received no later than 4:30 p.m., Thursday, February 29, 2002 at the Oregon Convention Center, 777 NE Martin Luther King Jr. Blvd., Portland, Oregon **(for delivery)** or PO Box 12210, Portland, Oregon 97212 **(for mailing)**.
2. The Commission will not accept oral proposals or proposals received by telephone, facsimile machine, electronic mail or telegraph.
3. All requested information should be submitted in the proposal. Failure to submit all requested information may result in the Commission requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. All erasures, interpolations, and other changes in the Proposal shall be signed or initiated by the Proposer
5. The Proposer, the proposal security, if any, and any other documents required shall be enclosed in a sealed envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour and the due date of the proposal.
6. By virtue of submitting a proposal to the Commission, proposer represents that it was read and understands the terms and conditions of this RFP and has familiarized itself with all federal, state and local laws, ordinances, and rules and regulations that may, in any manner, affect the cost, progress or performance of the Contract.
7. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents or to acquire itself with existing conditions shall in no way relieve any Proposer from any obligations with respect to its proposal or to the Contract.
8. Trade secrets or proprietary information submitted by a Proposer in response to this RFP may be subject to public disclosure under the laws of the State of Oregon. The Proposer may request nondisclosure of such information prior to or upon submission of data or materials and must identify the data or other materials to be protected and state the reasons why such protection is

Exhibit "A"

necessary. Commission will attempt to provide such protection, if so requested, to the extent permitted by law.

9. A proposal may be modified or withdrawn by the Proposer anytime prior to the time and date set for the receipt of proposals. The Proposer shall notify the Commission in writing of any such modifications to or the withdrawal of the proposal. Modified and withdrawn proposals may be resubmitted to the Commission up to the time and date set for the receipt of proposals.

10. No proposal may be withdrawn after the time set for the receipt of proposals. Comments as to how the proposal documents, Scope of Services or drawings can be improved are welcome. Proposers requesting Contract clarification or interpretation of or improvements to the proposed General Contract Terms and Conditions or Scope of Services contained herein shall make a written request to such effect that must reach the Commission Office at least eight (8) days prior to the dates set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum issued by the Commission. Each Proposer shall be responsible for determining that all addenda issued by the Commission have been received before submitting its proposal.

11. All proposals received in the Commission Office on time shall be accepted. All late proposals received by the Commission shall be returned to the Proposer unopened. Proposals shall be open to public inspection only after award of the Contract.

Proposal Evaluation and Selection Process

A. Proposers are to make written proposals according to the Scope of Services that present the Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the evaluation panel may properly evaluate the Proposer's capability to provide the required services.

B. Selection of the successful proposer will be based upon submission of proposals meeting the selection criteria. The selection criteria will include:

1. Special experience, technical capabilities, professional competence, and qualifications of the firm to be demonstrated by the following:

20 Points

- a. number of similar projects completed by such firms;
- b. number of years in this business
- c. references
- d. financial stability

Exhibit "A"

- e. samples of completed documented corporate sponsorship program(s) and sponsorship agreements/contract.
2. Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide the services, in accordance with the Scope of Services to be demonstrated by the following:
- 20 Points**
- a. resumes of key executive personnel
 - b. expertise of key executives assigned to the project
3. A demonstrated understanding of the work to be performed and completeness and reasonableness of the Proposer's plan for accomplishing the Scope of Service to be demonstrated by the following:
- 20 Points**
- a. long and short term goals
 - b. proposed methodology/marketing plan
 - c. implementing plan
 - d. economic potential
 - e. subcontracting
4. Current workload and ability to provide services as required in the Scope of Services.
- 10 Points**
5. Cost of Services **20 Points**
6. Minority Business Participation **10 Points**
- Total Points** **100 Points**

C. Selection shall be made of the one Proposer deemed to be fully qualified and best suited among those submitting proposals. The award document will be a Contract incorporating by reference, all the requirements, terms and conditions of this RFP and the successful proposer's proposal as negotiated.

SCOPE OF SERVICES**Description of the Work**

A. Phase I – CONTRACTOR shall furnish all labor, materials, equipment and technical and professional services and other items required to provide the Commission with a comprehensive analysis of potential arrangements and the benefits and terms of these arrangements for the MERC based assets in a marketing plan for an advertising sponsorship and naming program (the “Marketing Plan”). It is anticipated that the following activities will be undertaken by the successful proposer in conjunction with development of the Marketing Plan.

1. The identification and package of the naming rights (the “Naming Rights”) product to include: title recognition, the logo, permanent signage, advertising exposure, media exposure, on and off-site exposure, sponsorship opportunities, hospitality, and other opportunities.
2. The identification of other sponsorship opportunities throughout the MERC facilities, to include: the logo, permanent signage, advertising exposure, media exposure, on and off-site exposure, sponsorship opportunities, hospitality and other opportunities.
3. The identification of advertising opportunities throughout the MERC facilities, to include: the logo, permanent signage, advertising exposure, media exposure, on and off-site exposure, and other opportunities.
4. Estimate of the media impressions, media and exposure value of such naming rights, sponsorship opportunities, and advertising opportunities.
5. Analysis of the value of naming rights for comparable exposition, performing arts and convention center facilities and the various issues associated with establishing a “naming package”.
6. If requested by the Commission, an analysis of potential revenues to be generated from the packaging of Naming Rights to the expanded Center with naming rights to any other public space or facilities deemed related to the areas.
7. Identify an inventory of assets (the “Salable Assets”) in all facilities for which sponsorship or advertising rights can be sold.
8. Identify other forms of potential private sector support or sponsorship (the “Other Assets”) for all facilities including, without limitation, pouring rights, exclusive service contracts, ticket back advertisements, retail opportunities, telecommunications contracts, sponsorship of business center and audio/visual capabilities.
9. Evaluate each of the Salable Assets, the other Assets and the Naming rights (Collectively, the “Assets”) group them into classifications or packages or sponsorship opportunities and assign a value to each according to their classifications. Some assets may be identified as stand-alone opportunities.
10. Development of a marketing/information program for the assets and the separate asset packages, which shall focus on the benefits to be obtained by sponsors of the assets, including building of brand awareness, penetrating new markets and capturing the attention of targeted audiences.
11. Identification and targeting of prospective buyers.
12. Fee structure showing hourly rate plus related costs with a not to exceed amount; or, a commission plus related costs for development of Phase I.

B. Phase II – CONTRACTOR shall furnish the labor, materials, equipment and technical and professional services and any related items required to provide the following services.

1. Marketing the assets and sponsorship opportunities to prospective buyers, which may include, at the Commission's sole discretion, the preparation and issuance of one or more request(s) for proposals.
2. Evaluation of prospective offers/proposals from buyers.
3. Negotiation with prospective buyers and consummation of sponsorship contracts.
4. Work in conjunction with the Commission to prepare a communication program regarding the Marketing Plan and the merits of completed sponsorship contracts for use by the Commission in communicating with its major shareholders, elected officials, clients, media outlets and the community.
5. Proposed fee structure for Phase II with hourly rate plus related costs with a not to exceed amount; or a commission plus an estimate of any costs associated with Phase II.

The Commission, in its sole discretion, shall decide whether to proceed with Phase II based on its analysis of the results of Phase I and the Marketing Plan developed by the successful proposer, and the contract between the Commission and the successful proposer (the "Contract") shall provide the Commission with the right to terminate the same upon the completion of Phase I.

The Commission hopes to receive the completed Marketing Plan within 120 days of the commencement of the Contract. If any proposer believes that they would be unable to complete the Marketing Plan within such period of time, such proposer must include an estimate of the amount of time required for completion of the Marketing Plan in its proposal.

Payment and Billing

Phase I Payment/Billing

CONTRACTOR shall perform the above work for **Phase I** at a maximum price not to exceed _____ DOLLARS (\$ _____) which will include hourly rate plus other related costs.

or

CONTRACTOR shall perform the above work for **Phase I** at _____ fee or _____ percentage of sponsorship revenue paid over the term of the sponsorship agreements plus \$ _____ for other related costs.

Contract No. _____

Phase II Payment/Billing

CONTRACTOR shall perform the above work for **Phase II** at a maximum price not to exceed _____ DOLLARS (\$ _____) which will include an hourly rate plus other related costs.

or

CONTRACTOR shall perform the above work for **Phase II** at _____ fee or _____ percentage of sponsorship revenue paid over the term of the sponsorship agreements plus \$ _____ for other related costs.

The **Phase I** not to exceed price includes all fees, costs, hourly rates and expenses of whatever nature. The **Phase II** maximum price includes all fees, costs, and expenses of whatever nature. Each of Metro's payments to CONTRACTOR shall equal the percentage of the work.

CONTRACTOR accomplished during the billing period. CONTRACTOR'S billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to MERC. MERC will pay CONTRACTOR within 30 days of receipt of an approved billing statement.

Project _____

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the Metropolitan Exposition-Recreation Commission (MERC), whose address is P.O. Box 2746, Portland, Oregon 97208 and governing body for _____ located at _____ and _____ whose address is _____ hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

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.

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. CONTRACTOR, in accordance with the Scope of Work, shall provide all services and materials in a competent and professional manner.

Payment

MERC 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 _____ THOUSAND _____ HUNDRED AND _____ DOLLARS (\$_____)

Insurance

CONTRACTOR shall push and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. MERC its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

Project _____
Contract No. _____

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

Indemnification

CONTRACTOR shall indemnify and hold MERC, 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 MERC and for any claims or disputes involving subcontractors.

Maintenance of Records

CONTRACTOR shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC 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 MERC makes final payment and all other pending matters are closed.

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 MERC, and it is agreed by the parties that such documents are works made for hire. CONTRACTOR hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents.

Project Information

CONTRACTOR shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

Project _____
Contract No. _____

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 MERC. 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, 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 MERC.

Right to Withhold Payments

MERC shall have the right to withhold from payments due to CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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.

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.

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.

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.

Termination

This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving CONTRACTOR 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.

Project _____

Contract No. _____

No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

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.

Metropolitan Exposition-Recreation Commission

By _____

By _____

Title _____

Title _____

Date _____

Date _____