

PORTLAND DEVELOPMENT COMMISSION

ADDENDUM NO. 1

Request for Proposals (RFP) #06-28 International Conference Event Planner

April 3, 2007

This addendum provides clarifications for the above-entitled RFP to be considered by each respondent. Any changes made by this addendum to said RFP affect only items specifically mentioned herein and the balance of the Request for Proposals remain in full force. It is the responsibility of all respondents to conform to this addendum.

Question: Are we to include transportation costs for the cluster tours in the Portland Area?

Answer: No

Question: Do you expect for us to arrange for ground transfers from/to Portland International Airport for out-of-state guests?

Answer: No

Question: Could we have a copy of the contracted space and schedule with the Hilton?

Answer: Yes. See attached.

Question: What type of technical and staging equipment are you expecting to need for break-out sessions and gala events?

Answer: None expected for the gala (it is to be provided by the art museum and the caterer). We are relying on the selected contractor to advise us on what is needed for the break out sessions based on their experience supporting other conferences.

Question: Will interpretation services be needed at the conference?

Answer: No

Question: How much security are you looking for at each event? Do you have any VIP delegates that will need security?

Answer: We are not anticipating needing security at this time but if that changes, the events manager will be responsible for coordinating

Question: Are you looking for content suggestion/AV equipment for the evening events?

Answer: No

Question: For the proposed budget, do you want ALL costs we would pay on your behalf (like printing, badges, etc) or just our fees to manage the elements?

Answer: Your fee schedule should include all costs

Question: What do you mean by "logistical support" for the evening events/cluster tours? Does this mean everything from ordering catering to arranging transportation?

Answer: Catering and transportation has been secured. We will need assistance with signage and people on the street to make sure that registrants get on the correct cluster tour bus. We may also need someone on hand at the evening events to make sure people get to the right places.

Question: In what formats should registration be made available? Web, fax, mail?

Answer: A conference website has already been designed and is online. We will need the events manager to coordinate with the existing web developer and help resolve any registration issues that arise. We will also need the events manager to coordinate the onsite registration during the conference.

Question: Is there a target go live for registration?

Answer: NA – the website is already designed and online.

Question: Is there an existing theme, look or feel for the collateral design? Should we include concepting in our proposal?

Answer: There is an existing collateral design and nothing further needs to be developed.

Attachment A: Conference Hotel Contract

End of addendum

Julie Hoffman
Professional Services



CONVENTION CONTRACT

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the State of Oregon acting by and through its Economic and Community Development Department (**OECD**) and the **Hilton Portland & Executive Tower**. This contract will become effective on the date of the last authorized signature. The contract expiration date will be October 15, 2007.

Date Prepared:	
Especially Prepared for:	The Competitiveness Institute Conference
Hilton Portland & Executive Tower By:	Marguerite McAleer, Sales Manager
OECD Contact:	Ms. Amy Keiter, Oregon Economic & Community Devlp Dept., 121 SW SW Salmon, Suite 205 Portland, OR97204 (503)229-5113 (phone) (503) 222-5050 (fax) (e-mail): amy.keiter@state.or.us
Function:	The Competitiveness Institute Conference
Headquarters Hotel:	Hilton Portland & Executive Tower
Dates Rooms Reserved:	Sunday, October 7, 2007 through Monday, October 15, 2007

ROOM ARRIVAL and DEPARTURE PATTERN

	Sun., Oct. 7, 2007	Mon., Oct. 8, 2007	Tue., Oct. 9, 2007	Wed., Oct. 10, 2007	Thu., Oct. 11, 2007	Fri., Oct. 12, 2007	Sat., Oct. 13, 2007	Sun., Oct. 14, 2007
Run of House	120	200	225	270	270	150	10	5
Suite								
Total	120	200	225	270	270	150	10	5
50% Per diem	50	100	112	135	135	75	0	0
50% Conf. Rate	70	100	113	135	135	75	10	5

TOTAL SLEEPING ROOM NIGHTS RESERVED: 1250



History

OECD agrees that it will provide to the **Hilton Portland & Executive Tower** information summarizing all events of a similar type to the one described in this contract that it holds between the date this contract is signed and the date of the event described in this contract, no later than 60 days after each event is completed. This information will be used by the **Hilton Portland & Executive Tower** to assist in planning for this event.

Guestroom Rates

We are pleased to confirm the following special net convention rates were you to conduct this meeting in 2006:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$ 98.00	\$ 98.00	\$ 108.00	\$ 118.00
Suites	\$200.00	\$200.00	\$215.00	\$230.00
Conference Rate	\$123.00	\$123.00	\$133.00	\$143.00

All room rates are net non-commissionable and are quoted exclusive of appropriate state and local taxes, currently 12.5%. Your special group rates are honored 3 days pre/post your contracted reserved dates based on availability.

50% of room block prevailing Gov't Per Diem Rate for 2007 currently at \$98.00

625 total room nights

50% of room block: at the Conference Rate \$123.00

625 total room nights

See breakdown of room configuration on page 1.

Cut Off Date

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received thirty (30) days prior to your major arrival day. **Your actual cut-off date** will be Monday September 17, 2007. After that date, the **Hilton Portland & Executive Tower** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Hilton Portland & Executive Tower** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Hilton Portland & Executive Tower** will offer unassigned rooms in your block to other

Initial:_____ **Date:**_____

individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Hilton Portland & Executive Tower's** prevailing rate.

The **Hilton Portland & Executive Tower** will determine the actualized sleeping room revenue by adding together the room rates received for rooms used within the reserved room block. If OECDD and **Hilton Portland & Executive Tower** agree under the Cut Off Date paragraph that unreserved rooms in the block will be returned to the **Hilton Portland & Executive Tower** to attempt resell, the group rooms will be considered resold to the extent that the **Hilton Portland & Executive Tower** sells more rooms on a night of the event than it could have sold if the block had been filled. Each room resold will be credited to the actualized revenue at the **Hilton Portland & Executive Tower's** average rate for the day.

Early Departure Fee

In the event a guest who has requested a room within the block checks out prior to the guest's reserved checkout date, the **Hilton Portland & Executive Tower** will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the **Hilton Portland & Executive Tower** at or before check-in of any change in planned length of stay. The **Hilton Portland & Executive Tower** will inform members of the group of this potential charge upon check-in and requests that OECDD also inform the attendees of this obligation. The **Hilton Portland & Executive Tower** will deduct any collected Early Departure fees from the amount OECDD may owe as performance damages.

Check-In/Out Time

Our check-in time is 4:00 PM, check-out time is 12:00 PM. All guests arriving before 4:00 PM will be accommodated as rooms become available. Our Concierge can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Complimentary Rooms

(1) One complimentary room night per 40 revenue producing room nights will be offered. Unused room nights have no monetary value.

OECDD should provide a list of names in order of preference for complimentary room assignment.

Initial:_____ **Date:**_____

Room Assignments

We understand room assignments will be made directly with the **Hilton Portland & Executive Tower** by calling or writing the **Hilton Portland & Executive Tower's** room reservation department or by calling our toll-free number 1-800-HILTONS. In doing so, please ask your attendees to request the group rate for The Competitiveness Institute Conference. (TCI)

Deposits/Confirmation

In order to confirm a room assignment for your attendees, we will require them to provide a (first) night's deposit, (refundable up to 3 days/72 hours in advance of the convention date). Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Hilton Portland & Executive Tower will deduct any collected nonrefundable prepayment fees from the amount OECDD may owe as performance or cancellation damages.

Credit Arrangements

It is our understanding that all individuals who attend the meeting will be responsible for their own room, tax and incidental charges upon check-out.

Master Accounts

It is our understanding OECDD wants to establish credit with us for the convention. Please complete the enclosed credit application and return it to Marguerite McAleer, Senior Sales Manager. If the application is not received by **Tuesday August 31, 2007** or not approved, OECDD agrees that the bill is to be paid by company check, or certified check for the entire estimated charges 10 days in advance of arrival.

On receipt of the credit application and approval a master account will be set up for this conference. All charges posted to the master account should be approved in writing by Amy Keiter, or her authorized designee. We would like to review the account with you daily to eliminate discrepancies. OECDD agrees that the master account will be fully paid within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. At Hotel's option, it may assess overdue account charges to OECDD, on all undisputed charges not paid within 30 days, in accordance with the provisions of ORS 293.462, up to a maximum rate of two-thirds of one percent per month (8% per annum).

If OECDD prefers, all master account charges can be paid by credit card. **Hilton Portland & Executive Tower** accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for the event, OECDD will provide us with the credit card to which all estimated master account charges will be charged no later than Friday, September 7, 2007. If OECDD receives credit approval, we

Initial:_____ **Date:**_____

request that OECDD provide us with your credit card information at departure, and we will charge the account when OECDD advises us of approval of the master account bill. In the event any charges are disputed, OECDD agrees that we may charge the undisputed charges to the account immediately and the remainder will be charged or refunded, upon resolution.

Function Space

Based on the requirements OECDD has indicated, we have reserved the attached program of function space needs. Specific meeting rooms cannot be guaranteed and are subject to change. Should a final program not be submitted within six (6) months of the conference, the **Hilton Portland & Executive Tower** may, at its option, release function space to accommodate its specific needs provided the conference can be adequately accommodated in the remaining space. Should the **Hilton Portland & Executive Tower** elect to release function space, but be unable to fill the released function space, OECDD will remain responsible for the proportionate charges as described in this Function Space clause.

A schedule of function space rental charges has been attached to this contract as Schedule 1. Based on a sleeping room and food and beverage usage as indicated in this contract and the other anticipated revenues that **Hilton Portland & Executive Tower** will realize from this event, the function space for the conference will be provided on a complimentary basis indicated on the table below:

Should these commitments not materialize; the following charges will be assessed for function space, in addition to any damages owed under the Performance Clause.

Guestroom Pick Up	Function Space Rental
80% or greater	Complimentary
79% - 65%	\$5,000 per day
64% - 50%	\$7,000 per day
Less than 50%	\$12,000 per day

OECDD will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Hilton Portland & Executive Tower** cost and additional labor. If equipment is necessary that exceeds **Hilton Portland & Executive Tower's** inventory, then OECDD agrees to pay for the cost or renting of additional equipment.

Hilton understands that there may be persons or groups attending the conference who may wish to schedule additional meetings over the conference dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Hilton Portland & Executive Tower's** published rates.

Initial: _____ Date: _____

Prevailing charges of \$ 2.00 per box will apply for the movement of conference boxes for **The Competitiveness Institute conference**. Official convention movement of packages will be posted to the Master Account. Participants and exhibitors requesting package delivery will be responsible for their own charges.

Quiet Enjoyment

Hilton Portland & Executive Tower understands the importance of OECDDs ability to use the function space held for the event without significant outside noise or other distractions. In the event such problems occur, the **Hilton Portland & Executive Tower** upon notification by **OECDD** will immediately take reasonable steps to prevent such noise or other distractions that are within the **Hilton Portland & Executive Tower** 's reasonable control from continuing.

Safety & Security

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the **Hilton Portland & Executive Tower**.

If required, in mutual judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, OECDD will provide, at their expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be mutually subjected to our prior approval. Such security personnel may not carry weapons. All requests must be submitted in writing 30 days prior to the start of the conference.

Banquet Services

OECDD has agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of the events. For your information and guidance, our current menu prices are as follows:

Continental:	from \$12.95
Breakfast:	from \$13.95
Lunch:	from \$21.95
Dinner:	from \$37.95
Reception:	from \$35.00

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to the conference.

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes and service charges, which are currently 0% tax and 22% service charge.

Initial:_____ **Date:**_____

Until specific menus and prices are established, the **Hilton Portland & Executive Tower** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The **Hilton Portland & Executive Tower** is licensed to serve food and beverages. Food or beverages may not be brought into the **Hilton Portland & Executive Tower** by **OECD** for service at **The Competitiveness Institute** conference without the expressed consent of the Hilton Portland & Executive Tower.

SERVICE CHARGE: Currently, 22% of the food and beverage total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the **Hilton Portland & Executive Tower** to cover discretionary costs of the conference.

The **Hilton Portland & Executive Tower** agrees to allow The Competitiveness Institute Conference to bring in various food-related donated products into the hotel for the following purposes:

1. Display of any food related products
2. For these food products to be used in the preparation of foods to be served at the Competitiveness Institute's food & beverage events.

A 22% service charge based on the **Hilton Portland & Executive Tower's** 2006 retail cost of any food served by our staff, will be charged for each function.

Should The Competitiveness Institute require **Hilton Portland & Executive Tower** kitchen staff to assist in the preparation of any food products brought in by donors and sponsors, additional service charges or labor fees will apply. Actual charges will be determined when the scope of services required have been determined and evaluated by the **Hilton Portland & Executive Tower** and **OECD**.

It is understood that any food related products supplied by outside vendors, sponsors, donors have been checked to ensure that they are of the highest quality. **OECD** agrees to protect, indemnify, defend and hold harmless the **Hilton Portland & Executive Tower**, Hilton and Owner, and their respective employees and against any liability regarding any foods prepared by the **Hilton Portland & Executive Tower** where food from the Competitiveness Institute and it's attendees has been used.

Corkage Fees:

A Corkage fee of \$9.00 per bottle of wine will be charged in relation to any wine products that are supplied by outside vendors. In addition, a 22% service charge fee will apply.

Initial:_____ **Date:**_____

Performance and Cancellation Policies

Upon signing of this contract, both OECDD and **Hilton Portland & Executive Tower** will have entered into a binding commitment. **Hilton Portland & Executive Tower** is committed to provide and OECDD are committed to use and pay for all of the accommodations and services set forth in this agreement. **Hilton Portland & Executive Tower** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for the event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus gratuity as set forth in your program, meeting room rental as agreed and ancillary revenues which the **Hilton Portland & Executive Tower** expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should OECDD not utilize and pay for all of the commitments of this contract, whether due to reduction in size of the conference, drop in attendance, change in food and beverage events or cancellation of the entire contract, OECDD agrees that the **Hilton Portland & Executive Tower** will suffer damages. Such damages will occur because **Hilton Portland & Executive Tower** will have lost the opportunity to offer the unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by OECDD in the event of either lack of performance or cancellation.

Performance Clause

Hilton Portland & Executive Tower shall be in default under this contract if:

Hilton Portland & Executive Tower commits any material breach or default of any covenant, warranty, obligation or certification under this contract and such breach, default or failure is not cured within ten (10) business days after delivery of OECDD's notice of default or such longer period as OECDD may specify in such notice.

In the event **Hilton Portland & Executive Tower** is in default under this section, in addition to the remedies afforded elsewhere herein, OECDD, shall be entitled to recover for any and all direct damages suffered as the result of **Hilton Portland & Executive Tower's** breach of contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. OECDD may, at its option, pursue any or all of the remedies available to it under this contract and at law or in equity, including, but not limited to:

Termination of this Contract;

Initial:_____ **Date:**_____

Withholding all monies due for invoiced goods or services that **Hilton Portland & Executive Tower** is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

These remedies are cumulative to the extent the remedies are not inconsistent, and OECDD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

Prior to the event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare to the obligations herein with **The Competitiveness Institute conference** actual likely performance. Should it appear in advance of the conference that the actual number of attendees will fall below the attendance we expect based upon the room block, the **Hilton Portland & Executive Tower** reserves the right to assign alternate meeting space commensurate with the reduced space needs as indicated by your attendee's requests for room assignments.

Accordingly, the parties agree that they will share the loss in sleeping room and food and beverage revenue suffered by the **Hilton Portland & Executive Tower** in the event of OECDD's failure to utilize all of the rooms in the sleeping room block or fail to hold all of the food and beverage events committed or change their size or scope. OECDD agrees to pay 70% of **Hilton Portland & Executive Tower's** lost anticipated sleeping room revenue and 50% of lost food and beverage revenue as liquidated damages to **Hilton Portland & Executive Tower**. For sleeping rooms, lost anticipated revenue will be calculated by multiplying the exact percentage of sleeping room nights not utilized out of OECDD's block, times the average room rate of rooms actually utilized by OECDD, plus tax. For food and beverage revenue, lost anticipated revenue will be calculated by subtracting the exact amount of food and beverage actualized from the total anticipated food and beverage committed in this agreement.

The following charts illustrate how such liquidated damages would be calculated:

Initial: _____ Date: _____

Original Guestroom Block (per page 1 of contract):	1250				
Hilton will absorb first 15% of rooms not utilized:	187	x	\$98	=	\$18,326 lost revenue

Sliding Scale Commitment= **1063**
(85% of Original Block)

	Example 1	Example 2	Example 3	Example 4
Sliding Scale Commitment:	1063	1063	1063	1063
Actual Rooms Realized:	<u>1063</u>	<u>1013</u>	<u>963</u>	<u>913</u>
Lost Room Nights	0	50	100	150
Average Rate:	<u>\$98</u>	<u>\$98</u>	<u>\$98</u>	<u>\$98</u>
Additional Lost Revenue:	\$0	\$4,900	\$9,800	\$14,700
Hilton Portland will absorb 30% of Additional Lost Revenue:	\$0	\$1,470	\$2,940	\$4,410
OECCD will pay the Hilton Portland 70% of Additional Lost Revenue:	<u>\$0</u>	<u>\$3,430</u>	<u>\$6,860</u>	<u>\$10,290</u>
Total F&B per contract	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>
Actual amount used	\$50,000	\$48,000	\$45,000	\$40,000
Lost Revenue	<u>\$0</u>	<u>\$2,000</u>	<u>\$5,000</u>	<u>\$10,000</u>
50% absorbed by hotel	\$0	\$1,000	\$2,500	\$5,000
50% paid by OECCD	<u>\$0</u>	<u>\$1,000</u>	<u>\$2,500</u>	<u>\$5,000</u>

NOTE: This table illustrates an example of how lost revenues will be determined. Actual room night usage and confirmed rate will be used to calculate lost revenue.

All performance damages due under this clause will be payable seven (7) days prior to group arrival at **Hilton Portland & Executive Tower**.

Initial: _____ **Date:** _____

Credit for Around the Block Attendees

In addition, if OECDD believes that attendees of the event may have stayed at the **Hilton Portland & Executive Tower** without identifying themselves as part of the group, the **Hilton Portland & Executive Tower** will compare the names on the final registration list with the **Hilton Portland & Executive Tower** list of guests in house over the event dates. OECDD will be given credit for rooms used by such attendees at the rate actually paid for the rooms used. Rooms reserved outside the block will not be counted in determining any complimentary room credit.

Cancellation Clause

Except if Hiton Portland & Executive Tower is in default, for failing to provide the agreed to sleeping rooms and food and beverage events, **OECDD** agrees that should it cancel its event, including changing its meeting site to another hotel, that **Hilton Portland & Executive Tower** will suffer damages. The closer in time to the date of the event that a cancellation occurs, the less likely it is that **Hilton Portland & Executive Tower** will be able to replace any or all of the business with comparable business. Therefore, the parties agree that **OECDD** will pay as liquidated damages to the **Hilton Portland & Executive Tower** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Hilton Portland & Executive Tower** for the event from sleeping rooms, food and beverage events set forth in the program and ancillary revenues as follows:

Cancellation upon signature of contract 65%

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Hilton Portland & Executive Tower's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the conference from the most recent year available.

Hilton Portland & Executive Tower will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

Acts of God

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Hilton Portland & Executive Tower**, or war in the United States make it illegal or impossible for the **Hilton Portland & Executive Tower** to hold the event.

Initial:_____ **Date:**_____

Americans With Disabilities Act

The **Hilton Portland & Executive Tower** represents and **OECD** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Hilton Portland & Executive Tower** facilities being rented to **OECD** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Auxiliary Aids

OECD agrees that by **Friday, September 7, 2007**, it will furnish to the **Hilton Portland & Executive Tower** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **OECD** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Hilton Portland & Executive Tower** of their auxiliary aid needs, so that we may notify them as to the names of businesses with which **OECD** may contract to obtain those aids for use in the function space.

Compliance with Laws

OECD and **Hilton Portland & Executive Tower** agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **OECD** agrees to cooperate with **Hilton Portland & Executive Tower** and any relevant governmental authority to ensure compliance with such laws.

Promotional Considerations

Hilton Portland & Executive Tower has the right to review and approve any advertisements or promotional materials in connection with **OECD's** function which specifically reference a name or logo owned by Hilton Hospitality Inc., including, but not limited to: Hilton, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Hampton Inn or Embassy Suites Hotels.

Option Dates

These arrangements are being held on a first option basis until **Wednesday, October 18, 2006**. However, should another organization request the dates and be in a position to confirm immediately, **OECD** will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for **OECD's** use.

Initial:_____ **Date:**_____

By signing and returning the enclosed copy of this contract by **Wednesday, October 18, 2006**, OECDD will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of OECDD to notify the **Hilton Portland & Executive Tower** if you need to extend your option. If written confirmation is not received by the **Hilton Portland & Executive Tower** by **Wednesday, October 18, 2006** the hold may be automatically released.

Indemnification

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), the State shall indemnify, **within the limits of and subject to the restrictions in** the Tort Claims Act, **Hilton Portland & Executive Tower** against any liability for **personal injury or** damage to life or property arising from the State's **activity** under this Agreement provided, however, the State shall not be required to indemnify the **Hilton Portland & Executive Tower** for any such liability arising out of the wrongful acts of **Hilton Portland & Executive Tower**, its officers, employees or agents

Insurance

The State of Oregon is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A Certificate of Self-Insurance will be provided, upon request of the **Hilton Portland & Executive Tower**.

If OECDD uses an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of OECDD. Also, their insurance is primary to any similar insurance carried by us. The **Hilton Portland & Executive Tower**, Hilton and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with OECDD.

Attorney's Fees/Costs

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees, costs and pre and post judgment interest. The State of Oregon's obligation under this Section is subject to the limitations of Article XI, section 7 of the Oregon Constitution.

Initial: _____ Date: _____

Successors and Assigns

The commitments made by **OECD** will be binding on its successors and assigns. In the event that **OECD** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by **Hilton Portland & Executive Tower**. In the event such an assignment is contemplated, **OECD** agrees to notify **Hilton Portland & Executive Tower** at least thirty days in advance of the planned close of the assignment transaction of the entities involved. **Hilton Portland & Executive Tower** will thereafter have 20 days in which to notify **OECD** if assignment is approved.

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Hilton Portland & Executive Tower** and **The Competitiveness Institute**.

Effective Date of Communications/ Signatures sent by Facsimile

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Amendment Clause

The **Hilton Portland & Executive Tower** and **OECD** agree that this contract may be amended by mutual agreement for changes within the scope of the services for The Competitiveness Institutes Conference. Any such amendments must be made in writing and signed by each party's authorized representative prior to any such changes occurring.

Certificate of Compliance with Oregon Tax Laws.

- (a) I, the undersigned, hereby certify under penalty of perjury that I am authorized to act in behalf of **Hilton Portland & Executive Tower**, named herein, that I have authority and knowledge regarding the payment of taxes, and that **Hilton Portland & Executive Tower** is, to the best of my knowledge, not in violation of any Oregon tax laws.

Initial:_____ **Date:**_____

- (b) For the purposes of this certificate, "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the Elderly Rental Assistance Program and local taxes administered by the Department of Revenue (Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

The undersigned are authorized to sign and enter into this contract.

ACCEPTED AND AGREED TO:

Oregon Economic and Community Development
Department

Hilton Portland & Executive Tower

By:



Mike Salsgiver, Deputy Director

By:

Marguerite McAleer,
Senior Sales Manager

Date October 18, 2006

Date

By: /s/Steven William Marlowe, Assistant Attorney
General (as per emailed dated 10/16/06)

Steven William Marlowe
Assistant Attorney General

By:

Douglas MacGowan,
Assistant Director of Sales

By: /s/ Jon Walton, Designated Procurement Officer
(as per email dated 10/16/06)

Jon Walton, Designated Procurement Officer

Initial: _____ Date: _____

The Competitiveness Institute

Schedule 1

October 07 - October 15, 2007

Date	Start Time	End Time	Description	Description	Setup	Room	Agr	Room Rental
Mon., Oct. 8, 2007	9:00 AM	5:00 PM	General Session	General Session	Classroom 3 per 6 ft	Gallerias	100	
Tue., Oct. 9, 2007	8:00 AM	12:00 PM	Meeting/Session	Meeting	Classroom 3 per 6 ft	Gallerias	100	
Tue., Oct. 9, 2007	8:00 AM	12:00 PM	Meeting/Session	Meeting	Classroom 3 per 6 ft	Parlors	100	
Tue., Oct. 9, 2007	8:00 AM	11:59 PM	Room Hold	Media Room	Classroom 3 per 6 ft	Directors Suite	30	
Tue., Oct. 9, 2007	12:00 PM	1:00 PM	Lunch	Lunch	Rounds of 10	Pavilion Ballroom	450	
Tue., Oct. 9, 2007	1:00 PM	5:00 PM	General Session	Plenary Session	Theater	Grand Ballroom I	450	
Tue., Oct. 9, 2007	2:00 PM	3:00 PM	Break	Break	Existing	Grand Ballroom Foyer	200	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	General Session	Plenary Session	Theater	Grand Ballroom I	500	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Council Suite	45	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Ceremony/Service	Breakout Meeting	Classroom 3 per 6 ft	Broadway I/II	50	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Broadway III/IV	50	

Initial: _____ **Date:** _____

The Competitiveness Institute

April 3, 2007

Page 17 of 18

Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Parlors AB	50	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Galleria North	50	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Galleria South	50	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Forum Suite	45	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Grand Ballroom II	100	
Wed., Oct. 10, 2007	8:00 AM	5:00 PM	Hospitality	Networking Event		Plaza Foyer	450	
Wed., Oct. 10, 2007	8:00 AM	11:59 PM	Room Hold	Media Room	Classroom 3 per 6 ft	Directors Suite	30	
Wed., Oct. 10, 2007	10:00 AM	10:30 AM	Break	AM Break	Existing	Grand Ballroom Foyer	450	
Wed., Oct. 10, 2007	12:00 PM	1:30 PM	Lunch Buffet	Lunch Buffet	Rounds of 10	Pavilion Ballroom	300	
Wed., Oct. 10, 2007	2:30 PM	3:00 PM	Break	PM Break	Existing	Grand Ballroom Foyer	450	
Wed., Oct. 10, 2007	7:00 PM	9:00 PM	Dinner	Dinner	Rounds of 10	Pavilion Ballroom	300	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Broadway III/IV	50	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Galleria South	50	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Forum Suite	45	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Council Suite	45	

Initial: _____ Date: _____

The Competitiveness Institute

April 3, 2007

Page 18 of 18

Oct. 11, 2007								
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	General Session	Plenary Session	Theater	Grand Ballroom I	500	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout	Classroom 3 per 6 ft	Grand Ballroom II	100	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout	Classroom 3 per 6 ft	Parlors AB	50	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Broadway I/II	50	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Breakout Meeting	Breakout Meeting	Classroom 3 per 6 ft	Galleria North	50	
Thu., Oct. 11, 2007	8:00 AM	5:00 PM	Hospitality	Networking Event		Plaza Foyer	450	
Thu., Oct. 11, 2007	8:00 AM	11:59 PM	Room Hold	Media Room	Classroom 3 per 6 ft	Directors Suite	30	
Thu., Oct. 11, 2007	10:00 AM	10:30 AM	Break	AM Break	Existing	Grand Ballroom Foyer	450	
Thu., Oct. 11, 2007	12:00 PM	1:00 PM	Lunch	Lunch Box?	Rounds of 10	Pavilion Ballroom	300	
Thu., Oct. 11, 2007	2:30 PM	3:00 PM	Break	PM Break	Existing	Grand Ballroom Foyer	450	
Fri., Oct. 12, 2007	8:00 AM	1:00 PM	General Session	Plenary Session	Theater	Grand Ballroom I	500	
Fri., Oct. 12, 2007	8:00 AM	11:59 PM	Room Hold	Media Room	Classroom 3 per 6 ft	Directors Suite	30	
Fri., Oct. 12, 2007	1:00 PM	5:00 PM	Board Meeting	Board of Advisors Meeting	Conference	Forum Suite	30	

Initial: _____ Date: _____