

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 11-16**

**For the purpose of selecting Starplex Corporation to provide non-uniform and traffic security services for the Portland Center for the Performing Arts and Portland Metropolitan Exposition Center.**

**WHEREAS**, the Portland Center for the Performing Arts and the Portland Metropolitan Exposition Center seek continued provision of services and professional expertise in supplementing crowd management and in safely managing traffic at and around their facilities, and;

**WHEREAS**, the current agreement for non-uniform and traffic security services will expire on June 30, 2011, and;

**WHEREAS**, staff completed an extensive Request for Proposal process, and;

**WHEREAS**, staff received 6 qualified proposals, and staff reviewed the proposals, selecting Starplex Corporation as exhibiting requisite experience, training, and certifications in their proposal response, and;

**WHEREAS**, the continued provision of services to the Portland Center for the Performing Arts and the Portland Metropolitan Exposition Center is in the best interests of the Commission and its' facilities.

**BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:**

1. Selects Starplex Corporation to provide non-uniformed and traffic security services at the Portland Center for the Performing Arts and the Portland Metropolitan Exposition Center.
2. Approves the award of a contract in a form substantially similar to the attached Exhibit A to Starplex Corporation for a term of three years with the option to extend the contract for two additional one year terms and delegates authority to the General Manager to execute the contract on behalf of the Commission.


Passed by the Commission on July 6, 2011.

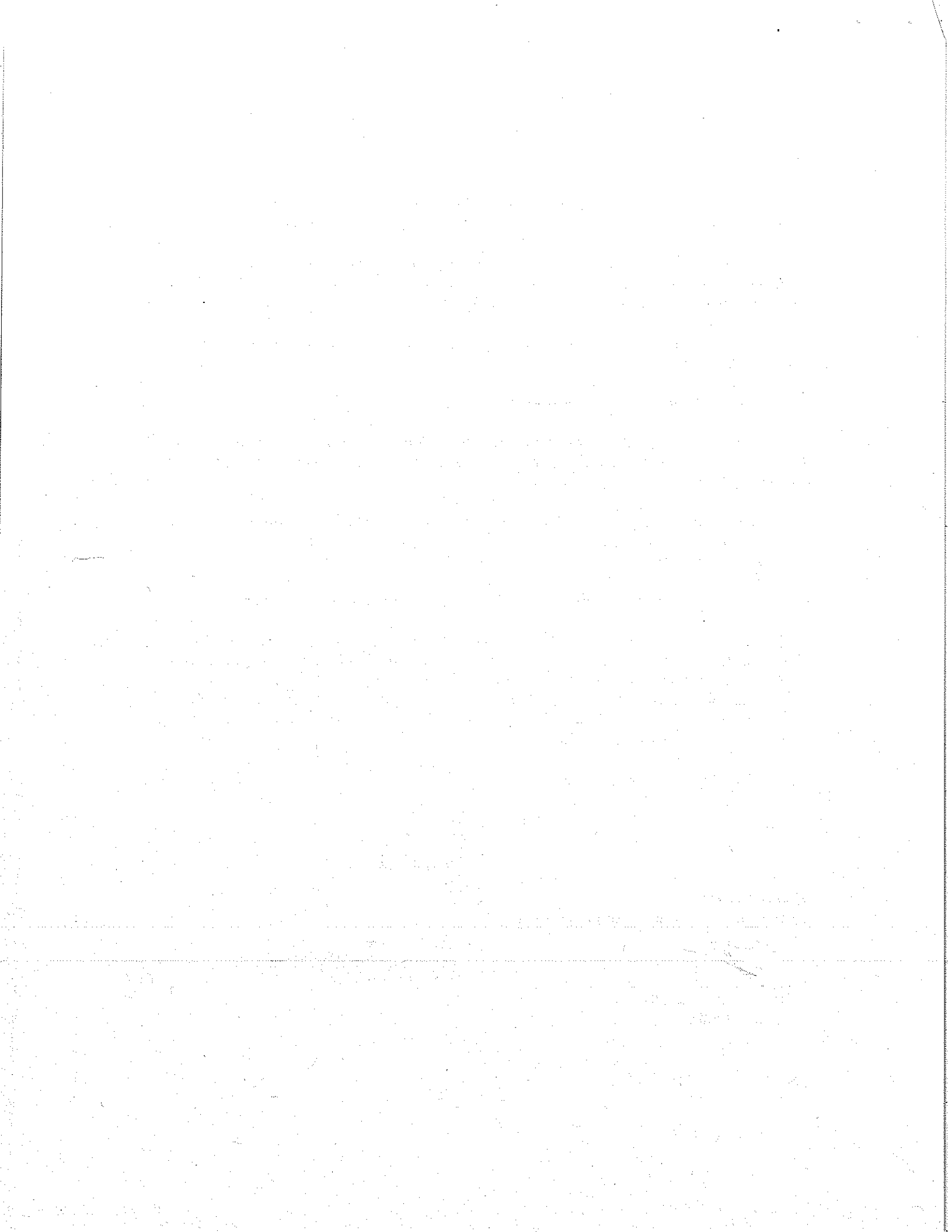
Approved as to Form:  
Alison Kean Campbell, Acting Metro Attorney

By: \_\_\_\_\_

Nathan A. Schwartz Sykes  
Senior Attorney

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary-Treasurer



## MERC Staff Report

**Agenda Item/Issue:** Approving selection of Starplex Corporation, and authorizing General Manager to execute contract between MERC and Starplex Corporation, to provide non-uniform and traffic security services for the Portland Center for the Performing Arts and Portland Metropolitan Exposition Center.

**Resolution No. 11-16**

**Date:** July 6, 2011

**Presented by:** Joe Durr

**Background:** Portland Center for the Performing Arts (PCPA) and the Portland Metropolitan Exposition Center (Expo) seek continued use of a non-exclusive provider of non-uniform security for supplemental crowd and traffic management. As stipulated in License Agreements, PCPA and Expo retain the right to order and oversee sufficient types and numbers of personnel necessary to provide for safe and enjoyable events. This includes personnel to manage attendees, promoters, exhibitors and talent through efficient and safe crowd and traffic management, with emphasis on public safety and optimum customer service.

In April 2011, MERC and Metro staff prepared and distributed a Request for Proposal (RFP) in accordance with MERC's Purchasing and Contracting Rules as well as Metro Policy and any and all state (ORS) requirements. In addition to public postings in media, notices were sent to 14 former or interested providers. Of those directly contacted, 12 companies were MWESB vendors and 4 FOTA vendors (3 of which are also MWESB certified).

Staff received six qualified proposals (4 of which are MWESB certified and 1 in FOTA area). In compliance with the RFP criteria including experience, training and certifications, diversity, cost, and sustainable business practices, staff reviewed and scored the responses. Staff determined that the selection of Starplex Corporation to provide the required services is in the best interests of MERC and its facilities. Starplex Corporation is not a MWESB certified or FOTA area vendor.

The Public Contract term is 3 years with two, one-year renewal options.

**Fiscal Impact:** Non-uniform security services revenue and expenses are budgeted and approved by the Commission annually. The majority of expenses are reimbursed by MERC Licensees. For example, in fiscal year 2012, based on anticipated hours and proposed rates, of combined service expense of \$98,500, \$83,000 will be billed to Licensees.

**Recommendation:** Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No. 11-16, approve the selection of Starplex Corporation as the most responsive proposer for non-uniform security services, and authorize the General Manager to execute a contract between MERC and Starplex Corporation to provide non-uniform and traffic security services for the Portland Center for the Performing Arts and Portland Metropolitan Exposition Center.



# Standard Public Contract

Expo and PCPA Security Services

CONTRACT NO. \_\_\_\_\_

## PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and Starplex Corporation, whose address is 11300 SW Bull Mountain Road, Tigard, OR 97223, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2011 through and including June 30, 2014. MERC shall have the option to renew this contract for two additional one year periods at its sole discretion.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, Metro, the City of Portland and their agents and employees, 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 Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

### ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI INSURANCE

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

A. Broad form commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, Metro, the City of Portland and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, Metro, the City of Portland and their elected and appointed 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.

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.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Contract. Specifically, it is a condition of this contract that Contractor and all employers working under this Contract are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Contractor shall meet the MERC bond requirement of a \$10,000 Performance Bond for the entire contract period.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

## ARTICLE VIII QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in

material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

#### ARTICLE IX OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this Contract are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

#### ARTICLE X SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

#### ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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 Contract or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

#### ARTICLE XII SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

#### ARTICLE XIII INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated Contract between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR.

#### ARTICLE XIV JURISDICTION

This Contract was entered into in the State of Oregon. This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Circuit Court located in Multnomah County, Oregon.

**ARTICLE XV  
SEVERABILITY**

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

**ARTICLE XVI  
BINDING ON ASSIGNS AND SUCCESSORS**

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

**ARTICLE XVII  
COMPLIANCE**

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to any ARRA or other requirements associated with the grant funds used for this project, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

**ARTICLE XVIII  
COUNTERPARTS**

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original

**ARTICLE XIX  
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**METROPOLITAN EXPOSITION-RECREATION  
COMMISSION**

By: \_\_\_\_\_  
Terri Dresler

Title: General Manager, Visitor Venues

Date: \_\_\_\_\_

## Attachment A, Scope of Work

Contractor shall be capable of providing, simultaneously as requested by MERC, an adequate number of security personnel for either one or both facilities. The number of personnel, their posts and locations, and the hours and nature of duties will vary from time to time to meet MERC requirements. The services provided shall consist of all equipment, materials, and labor as necessary to perform non-uniform security services in accordance with the proposal documents. The Contractor shall be responsible for the direct supervision of all security personnel through its designated representatives at the MERC facilities where the services are provided. Security personnel may act as admissions personnel as required to fulfill event needs at PCPA and Expo.

### **GENERAL**

Contractor shall fill MERC's request for non-uniform security services on 24 hours notice. When assigning personnel to MERC facilities, Contractor shall assign competent and requested number of supervisors to be responsible for the direct supervision of all scheduled personnel. Supervisory personnel shall be responsive to the Facility Events Manager or designated representative's immediate needs and carry out appropriate assignments expeditiously. All personnel shall be briefed and at their assigned posts at the scheduled work time. A typed personnel sign-in sheet with the name of each working person and their assigned location shall be presented to the Facility Events Manager 24 hours prior to the scheduled events. This sheet shall be maintained at the designated entrance and all personnel must sign in and sign out with a designated MERC employee upon entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the Contractor.

Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations, and order for operation of MERC facilities. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from the MERC General Manager or her designee that such person is not acceptable to the MERC Management. Contractor's duties of defense and indemnification, set forth below, shall extend to any actions, remarks, or claims brought by or on behalf of any persons discharged pursuant to this paragraph.

The Contractor shall not allow any of its employees to carry any type of weapon, including, but not limited to: firearm; nightstick; baton; or any type of slugging device or weapon, including chemical agents. A flashlight, no longer than a 3-cell, is the only service device permitted by MERC.

The Contractor shall provide at the Contractor's expense, instant display (i.e. digital) cameras or devices with which the Contractor shall take photos of all persons trespassed by the Contractor's personnel. Each such photo must show all persons involved in the incident, including Contractor's personnel.

The Contractor shall be alert to specific needs for court case development arising from activities within MERC facilities. All Contractor personnel are expected to familiarize themselves with the general layout of all PCPA and Expo facilities (ingress and egress, fire exits, seating section, restrooms, concessions, first aid, offices, etc.).

The Contractor shall provide two-way portable radios, flashlights, parking cones, traffic barrels, traffic vests, flags, signage and other traffic management (e.g. public street or lane closure) equipment for use by non-uniform security personnel in accordance with State certification for traffic management. MERC will not be responsible to provide equipment for contractor to perform duties.

The Contractor shall provide for each and every person in his/her employ an identification badge containing the following information:

- Employee name
- Contractor Company name
- Photo of employee

The Contractor must comply with all Federal and State Equal Opportunity Employer Laws and must adhere to these laws at all times while under contract with MERC. Contractor shall be certified by the City of Portland as an Equal Employment Opportunity Affirmative Action Employer. No parking privileges are associated with this agreement.



## **UNIFORM**

For easy identification, all personnel employed by the Contractor shall be clothed in a manner approved by MERC, i.e., matching uniforms, tee-shirts, blazers, etc., while on duty at the MERC facilities. Uniforms are to be provided by Contractor. MERC shall reserve the right to provide uniforms of its own choosing for utilization by the Contractor's personnel.

## **TRAINING**

At the discretion of MERC, Contractor shall provide assurance that Contractor's employees are trained in the following:

- Crowd psychology, management and control techniques
- Customer service techniques
- Public relations
- Limited force ejection techniques
- Laws of arrest
- Familiarization with each named MERC facility
- MERC Rules and Regulations
- MERC Emergency Procedures
- Use of fire extinguishers
- Legal complaint procedures
- Court appearance and testimony
- Civil liability (Contractor & MERC)
- Visual inspection techniques
- Report writing
- CPR
- Bus parking and coordination
- Current proof of flagger training or certification card recognized by the Oregon Department of Transportation
- Urban traffic management technique
- Oregon Liquor Control Commission training for alcohol management, monitoring
- Sexual harassment

Contractor's contingent of on-site employees will include the appropriate ratio of individuals who possess a current Department of Public Safety Standard and Training (DPSST) certificate stating that the individual is certified to perform security duties in the State of Oregon. Same employees must have participated in a background check as part of that certification process.

## **JOB DESCRIPTION / RESPONSIBILITIES**

Non-uniform security personnel may be required to perform the following (not all-inclusive) functions at all named MERC facilities:

1. Conduct a pre-entry inspection of all patrons when required to do so by the MERC.

The pre-entry inspection may consist of visually examining every patron and their possessions for the below listed items prohibited on MERC premises:

- Cans
- Bottles
- Alcoholic beverages
- Illicit drugs
- Fireworks
- Weapons of any type
- and / or other items identified by MERC

Any patron carrying a prohibited item shall be required to dispose of the item prior to entry subject to specific facility guidelines. Patrons not wishing to comply with the visual inspection requirement shall be refused entry into the facility.

2. Direct patrons to take the prohibited items not allowed by event promoters (e.g. cameras, recording devices, etc.) off site. At no time will valuable items be taken or stored by non-uniform security personnel. All questions are to be directed to the Event Manager/House Manager on duty.

3. Enforce all MERC rules and regulations and City ordinances including, but not limited to, those dealing with aisles, fire lanes, and smoking.
4. Assist facilities personnel with crowd ingress/egress.
5. Act as ushers, gate attendants, and/or elevator operators as appropriate to fulfill admissions staffing requirements.
6. Assist all patrons with any problems or direct them to the proper authority.
7. Secure all fire exits from unauthorized entry.
8. Act to prevent vandalism to the building and its equipment
9. Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect and arrest of any person violating state or local statute/ordinance.
10. Use only limited physical force in performing their duties and then only when absolutely required.
11. At no time use foul or obscene language towards a patron, employee, or tenant of MERC.
12. Personal appearance shall be professional and personal hygiene shall be neat, clean and unobtrusive. Jewelry must be kept to a minimum and no dangling earrings are permitted. Hair must be trimmed and combed/brushed in place (long hair should be tied back) and all equipment kept in serviceable condition.
13. Cooperate fully with MERC personnel and local law enforcement officials.
14. Prepare and submit to MERC on-site representative a written report on any incident when requested and/or to justify all arrests and be prepared to justify all evictions made in and around MERC facilities and truthfully testify in a court of law in regard to that arrest and/or eviction.
15. When requested, take a photograph of person(s) trespassed from or arrested on MERC premises.
16. Provide traffic control and bus parking coordination on city streets as specifically requested by MERC personnel.
17. Provide alcohol monitoring with valid, current permit from the Oregon Liquor Control Commission.

#### **QUALIFICATIONS / EXPERIENCE**

Contractor shall:

- Assign competent local manager with direct management experience in peer-group and traffic security services or comparable security services.
- Be fully competent and be able to provide the necessary personnel directly supervised by proposer and properly equipped and trained to perform the duties required by MERC for non-uniform security including peer-group and traffic security. (For example, specific event labor forces of 45-50, with some exceeding 80 persons, are common at rock concerts.)
- Effectively train adequate numbers of people for these types of services.
- Ensure reliable access to 24 Hours/7 Days a Week answering service to ensure access to contractor for 24 Hours/7 Days a Week emergency, or 'last minute', staffing needs by MERC.

#### **CONTRACT ADMINISTRATION**

MERC's contract manager shall be Joe Durr. Contractor's point of contact shall be Randy Scott.

#### **MERC First Opportunity Target Area**

Consistent with Oregon law, policies adopted by MERC pursue a policy of providing first opportunity for available jobs to economically disadvantage residents living in economically distressed neighborhoods in the vicinity of the Oregon Convention Center. Contractor must also cooperate, to the maximum extent possible, with the local job training and economic development agencies to identify, solicit, assist, and, if necessary, train such persons to qualify for and receive employment with proposers. Also, Contractor must document and report to MERC every six months on the implementation of these requirements.

The First Opportunity Area Boundaries are:

North Boundary:	Columbia Boulevard
East Boundary:	42nd Avenue
South Boundary:	Banfield / 1-84 Freeway

Northwest Boundary: Chautauqua Avenue to Willamette Boulevard to include:  
Columbia Villa by designation (Portsmouth & Willis) Willamette River and Greeley  
Avenue to Albina Community. (Map of First Opportunity Area available upon  
request.)

#### **FEE SCHEDULE AND PAYMENT PROCEDURE**

\$14.75 per straight time-per-hour, per-person for **peer-group** security

\$14.75 per straight time-per-hour, per-person for **traffic** security

\$15.75 per straight time-per-hour, per-person for **supervisor** services

Contractor shall submit invoices for its services to MERC within 48 hours of each event for which the Contractor provides services under this Agreement, except when event settlements are conducted on-site, in which case the invoices are required at the time of service. If an invoice is not received by MERC within 48 hours (or the day of the event, in the case of on-site settlements), MERC shall not pay more than the documented final request. The invoices shall identify each employee who worked the event and the actual hours each employee worked. In the event the invoice and the sign-in sheet are in conflict, the sign-in sheet shall control. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

At its sole discretion, MERC may increase these rates each extension year at a rate not exceeding the Portland Metropolitan CPI.

#### **COMPLIANCE WITH ORS 181.870**

Contractor shall certify that it complies with ORS 181.870, Regulations of Private Security Service Providers, as per Attachment B. Contractor shall immediately notify MERC if there are any changes to its status with regard to this requirement.

Attachment B, Compliance with ORS 181.870

Contractor certifies that his/her company and its security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870, "Regulations of Private Security Service Providers" as terms and conditions under the contract awarded by MERC. Contractor agrees to notify MERC immediately if it or any of its employees are determined to be in non-compliance and promptly take corrective action to comply with the regulations and terms of MERC's contract requirements. Failure to meet the requirements of ORS 181.870 will be considered a breach of contract and may result in the termination of contract without notice.

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

**(Authorized Agent)**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_