

METROPOLITAN-EXPOSITION RECREATION COMMISSION

Memorial Coliseum Complex
1401 N. Wheeler
Portland, Oregon

RESOLUTION NO. 56

Approving a Request for Proposals for Peer Group Security Services.

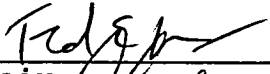
The Metropolitan Exposition-Recreation Commission finds:

1. That on July 18, 1989, a Request for Proposals was issued by the Commission for Peer Group Security Services.
2. That after proposals were received and reviewed by the Commission, the Commission conducted a public interview of the respondents and awarded the contract to VIP Services.
3. That after fruitless efforts by the Commission to obtain a performance bond from VIP Services, the Commission terminated the contract with VIP Services on January 17, 1990.
4. That staff has prepared a revised Request for Proposals, and recommends that the Commission award a contract for Peer Group Security Services on the basis of the Commission's review of proposals.

BE IT THEREFORE RESOLVED:

1. That the Commission hereby approves the Request for Proposals for Peer Group Security Services dated March 1990.
2. That the Commission will serve as the Selection Committee for Peer Group Security Services.

Passed by the Commission on March 14, 1990.



Chair



Secretary/Treasurer

APPROVED AS TO FORM:



General Counsel

PROPOSAL DOCUMENTS

PEER-GROUP SECURITY SERVICES

FOR

METROPOLITAN EXPOSITION-RECREATION COMMISSION

For questions or further information relating
to the information contained herein, contact:

Ed Contreras, Director
Department of Special Services
Memorial Coliseum
1401 N. Wheeler
P.O. Box 2746
Portland, OR 97208
(503) 235-8771

March 1990

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GENERAL SCOPE OF SERVICES

The Metropolitan Service District, acting by its Metropolitan Exposition-Recreation Commission (MERC), will award a contract to provide trained and equipped peer group (t-shirt) security personnel as outlined in the Exhibit "B" of the Agreement portion of this Request for Proposals. The term of contract shall be a period of one year, with options for MERC to extend the term for two additional terms of one year each.

The Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of peer group security personnel for any or all MERC facilities. The number of personnel, their posts and locations, and the hours and nature of their duties will vary from time to time to meet MERC's requirements. The Contractor shall be responsible for the direct supervision of all peer-group security personnel through its designated representatives at the premises where the services are provided. The Contractor will be required to provide liability insurance coverage and a performance bond.

REQUEST FOR PROPOSALS
1990

A. Request for Proposals

The Metropolitan Service District, acting by its Metropolitan Exposition-Recreation Commission (MERC) will receive sealed proposals for a Peer Group Security Services Contract, until 2:00pm pacific-standard time on _____, 1990, and thereafter shall open and consider the proposals. Submit proposals to Metropolitan Exposition-Recreation Commission, P.O. Box 2746, Portland, Oregon 97208 (if by mail), or 1401 N. Wheeler, Portland, Oregon 97227 (if delivered).

Under the terms of the peer group security services contract, the Contractor shall provide all labor, material and equipment required to provide the necessary peer group (t-shirt) security services for concerts and other events held at MERC facilities as requested or specified by MERC's staff and their tenants. The contract term is for a period of one year, with two successive one year terms as options for renewal by MERC.

The Contractor is required to comply with all applicable Equal Opportunity Laws and Regulations, and shall be on the City of Portland's Equal Employment Opportunity approval list.

Before beginning performance of the contract, the Contractor must have on file with MERC a certificate establishing that the Contractor has qualified:

1. As a direct employer pursuant to ORS 656.407; or
2. As a contributing employer pursuant to ORS 656.411

All proposals shall be on the forms furnished by MERC and kept separate from any other submittal. All applicable blanks giving general information must be filled in and the proposal must be signed by the proposer or a duly authorized agent. Any statement accompanying and tending to qualify a proposal may be cause for rejection. Proposals which are incomplete, or fail to respond to all items required in the proposal may be rejected.

MERC reserves the right to reject any and/or all proposals in whole or in part, and to waive irregularities not affecting substantial rights.

INSTRUCTIONS

A. QUALIFICATIONS OF PROPOSERS

The following criteria will be considered in the evaluation of qualifications and should be addressed in the proposals:

1. Proposer must have experience in the operation and management of peer group security services or comparable security services.
2. Proposer must have and use a competent local manager with direct management experience in peer group security services or comparable security services.
3. Proposer shall provide a record of efficient, courteous and satisfactory performance of previous contractual obligations as evidenced by references provided by the proposer at the time of proposal submittal.
4. Proposer must certify that proposer is fully competent and can provide the necessary personnel and equipment to perform the duties required by the Metropolitan Exposition-Recreation Commission (MERC) in the attached SPECIFICATIONS for peer group security. (A labor force of 65-70, with some exceeding 100, persons is common at rock concerts.) Proposer must also demonstrate the ability to effectively train adequate numbers of people for these types of services.

B. PROPOSALS

The proposal shall include:

1. A statement of the proposer's background and expertise in connection with peer group security services or comparable security services.
2. A completed Reference Questionnaire.
3. A completed Financial Statement.
4. Certification of equipment on hand.
5. A current, valid insurance policy on which the Metropolitan Service District, Metropolitan Exposition-Recreation Commission (MERC), the City of Portland, its Exposition-Recreation Commission (ERC), and their officers, agents and employees could be named as additional insureds.
6. The per-hour per-person charge at which the proposer will provide the peer group security personnel services as specified by MERC.

C. SUBMISSION OF REQUIREMENTS

Five copies of all proposals must be submitted in a sealed envelope marked "PRE QUALIFICATION PROPOSAL - PEER GROUP SECURITY SERVICES, METROPOLITAN EXPOSITION-RECREATION COMMISSION", and delivered to or mailed to the Metropolitan Exposition-Recreation Commission, P.O. Box 2746, Portland, Oregon 97208 (for mailing) or 1401 N. Wheeler Avenue, Portland, Oregon 97227 (for delivery). The outside of the envelope shall plainly identify the subject of the proposal, the opening date, and the proposer's name, address and telephone number.

Note: A written training manual(s), complete with names and credentials of instructors and organizational/operational procedures, must be furnished to MERC a minimum of one week prior to the oral interview.

All proposals must be clearly and distinctly typed or written with ink. Each proposal must be signed by the proposer. Each proposal must include the forms furnished by MERC and marked EXHIBIT "A", "B", "C" and "D" completed by the proposer.

Proposals received after the time and date set for receiving proposals will be returned unopened.

Proposers may withdraw their proposals in person, or by written or telegraphic request prior to the scheduled closing time for filing proposals.

Once submitted and accepted, the proposals become the property of MERC.

D. NON-DISCRIMINATION

A proposal will not be accepted unless the proposer is certified as an EEO Affirmative Action Employer with the Metropolitan Service District. All proposers not currently certified should file the required documentation with the Metropolitan Service District, 2000 SW First, Portland, Oregon 97201-5398 at least five (5) days prior to proposal submission.

E. COST OF PROPOSAL

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.

F. CONFLICT OF INTEREST

All proposers must identify any past, present and/or future contractual or personal relationship with any members of MERC or members of its staff which might create a conflict of interest.

G. ORGANIZATION

The proposer shall state whether the proposer is doing 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.

H. SITE CONDITIONS EXAMINATION

Proposers should determine for themselves all the conditions and circumstances affecting management and operation of the described peer group security services and its cost by personal examination of the site(s), and by such other means as they may choose.

I. LEGAL REQUIREMENTS

In performing the Contract, the Contractor shall comply in all respects with all applicable federal, state and municipal constitutions, statutes, charters, codes, ordinances, and MERC rules and regulations.

J. AWARD OF CONTRACT

MERC intends to award the Contract to the proposer which, after considering the recommendations of MERC's Selection Committee, MERC finds best fits the needs of MERC to provide the peer group security services in accordance with the qualifications set out in these documents. MERC reserves the right, at any time during the selections process, to negotiate with any of the proposers for the amount to be paid per hour for peer group security personnel services.

K. 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 first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the convention center/Coliseum 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.

REQUEST FOR PROPOSALS

EXHIBIT "A"

PROPOSER'S QUALIFICATIONS

PEER GROUP SECURITY SERVICES

PROPOSER'S

Company Name: _____

Street: _____

City: _____

County: _____

State: _____ Zip Code: _____

Federal Social Security
Identification Number: _____

Form of Organization: _____

State of Organization: _____

List the names and addresses of all stockholders owning more than
ten percent (10%) of the Corporation's common stock:

If Partners, list all:

Proposal prepared by: _____

Date: _____

REQUEST FOR PROPOSALS

EXHIBIT "B"

REFERENCE QUESTIONNAIRE

PEER GROUP SECURITY SERVICES

Proposer's years of experience relating to peer group security services as set out in the specifications: YEARS: _____

Proposer's years of experience in providing peer group security services in proposer's present legal form of organization, that is, single proprietor, partnership or corporation: YEARS: _____

Manager's name and years of experience relating to peer group security services as set out in the specifications:

NAME: _____ YEARS: _____

REFERENCES:

List five references your firm has worked for that can be contacted for each of the following categories:

1. major rock concerts
 2. inside sporting events
 3. outside sporting events
 4. concert hall events
 5. promoters
- A. Include the name of the facility, organization or firm for which the services were provided for.
 - B. Describe the sizes of the functions, or events, in terms of number of people attending and the names of the particular facilities or events that the peer group security services were provided for.
 - C. Provide the address(es) and telephone numbers (if possible) of serviced facility(ies) or event(s) or parties.
 - D. Briefly describe the type of services provided and size of labor force used.
 - E. Give the approximate date of each serviced event, or period of service at a particular facility.

REQUEST FOR PROPOSALS

EXHIBIT "C"

CERTIFICATION OF EQUIPMENT ON HAND

PEER GROUP SECURITY SERVICES

Please list all equipment you presently own or have on order.
List anticipated date of delivery on ordered equipment.

DATED: _____

PROPOSER

By: _____
AUTHORIZED AGENT

REQUEST FOR PROPOSALS

EXHIBIT "D"

FINANCIAL PROPOSAL

PEER GROUP SECURITY SERVICES

The undersigned proposer hereby proposes to provide peer group security services for the Metropolitan Exposition-Recreation Commission (MERC) at all MERC facilities in accordance with MERC's Request for Proposals, Instructions to Proposers, and Peer Group Security Specifications, for the sum of \$_____ straight time, per-person hour worked.

DATED: _____

PROPOSER

By: _____
AUTHORIZED AGENT

Address: _____

Telephone: _____

EXHIBIT "B" OF AGREEMENT

PEER GROUP SECURITY SPECIFICATIONS

DATE: _____

Uniform

All personnel employed by the contractor shall be clothed, while on duty at the Metropolitan Exposition-Recreation Commission's (MERC) facilities, in a manner approved by MERC, in matching uniforms, t-shirts, or blazers for easy identification.

MERC shall have the right to provide uniforms of its own choosing for utilization by the contractor's personnel.

Training

Each employee, shall be provided a certificate of completion verifying that the employee has completed training in each of the areas listed below. A copy of each certificate shall be provided to MERC prior to assigning the employee to an event at a MERC facility:

- crowd psychology, management and control techniques
- public relations
- limited force ejection techniques
- laws of arrest
- MERC Rules and Regulations
- use of fire extinguishers
- legal complaint procedures
- court appearance and testimony
- MERC emergency procedures
- civil liability (Contractor & MERC)
- visual inspection techniques
- report writing
- CPR

Job Description/Responsibilities

Peer security personnel may be required to perform the following (not all inclusive) functions at all MERC facilities:

1. Conduct a pre-entry inspection of all patrons when required to do so by the Metropolitan Exposition-Recreation Commission (MERC).
 - a. The pre-entry inspection shall consist of visually examining every patron and their possessions for the below listed items prohibited on MERC premises:
 - cans, bottles, alcoholic beverages, illicite drugs, fireworks, weapons of any type
- Any patron carrying a prohibited item shall be required to dispose of the item prior to entry. Patrons not wishing to comply with the visual inspection requirement shall be refused entry into the facility and refunded the complete purchase price of their ticket. The patron shall be directed to the Box Office Manager for the refund.
2. Direct patrons bringing items not allowed by event promoter (cameras, tape recorders) to lock the items in their vehicle. At no time will valuable items be taken or stored by peer group security personnel. All questions are to be directed to the Admissions Director.
 3. Enforce all MERC Rules and Regulations, and City Ordinances including, but not limited to, those dealing with fire lanes and smoking.
 4. Assist facility personnel with crowd ingress/egress.
 5. Assist all patrons with any problems or direct them to the proper authority.
 6. Secure all fire exits from unauthorized entry.
 7. Shall act to prevent vandalism to the building and its equipment.
 8. Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statutes/ordinances.

9. Utilize only limited physical force in performing their duties and only when absolutely required to do so.
10. At no time utilize foul or obscene language towards a patron, employee, or tenant of MERC.
11. Cooperate fully with MERC personnel and local law enforcement officials.
12. Prepare a written report 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.
13. Take a photograph of each and every person evicted from or arrested on MERC premises.
14. Any other duties that may be required by the MERC's Director of Special Services.

Contractor Responsibilities

When assigning personnel to MERC facilities, assign a competent supervisor responsible for the direct supervision of all scheduled personnel. Supervisory personnel must be responsive to the facility manager's immediate needs and carry out appropriate assignments expeditiously.

All personnel must 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 must be presented to MERC Director of Special Services 24 hours prior to the scheduled event. This sheet shall be maintained at the stage door entrance and all personnel must sign in and sign out with a designated MERC employee prior to 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 peer group security contractor.

The contractor shall not allow any of its employees to carry any type of firearm, nightstick or baton, or any other type of slugging device. A flashlight, no longer than a 3-cell, is the only service device permitted by MERC.

The contractor must provide at the contractor's expense, instant display (Polaroid) cameras, with which the contractor shall take photos of all persons ejected or arrested by the contractor's

personnel. Each such photo must show all persons involved in the incident, including contractor's personnel. MERC shall pay the contractor \$1.00 for each such photo, upon delivery.

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 MERC facilities (ingress and egress, fire exits, seating sections, restrooms, concessions, first aid, offices, etc.).

The contractor shall provide two-way portable radios for use by peer security personnel assigned to MERC facilities. The radios must be capable of transmitting and receiving from within any area of the contracted locations.

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

1. picture of employee
2. date of birth and social security number
3. date of hire
4. employee signature

The contractor must be registered as an Equal Opportunity Employer and must adhere to those standards at all times while under contract to MERC.

AGREEMENT FOR PEER GROUP SECURITY SERVICES

THIS AGREEMENT IS MADE _____, 1990 between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, acting through its METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC) and _____ (Contractor).

W I T N E S S E T H :

This Agreement consists of this Agreement, together with the contract documents hereinafter described, copies of which are attached hereto, and which are, by this reference, incorporated herein as if set out in full:

1. The Contractor's proposal dated _____, 1990 which as accepted by MERC at its meeting of _____ (EXHIBIT "A").
2. Peer security SPECIFICATIONS, prepared by MERC and dated _____, 1990 (EXHIBIT "B" to this Agreement).

IN CONSIDERATION of the services to be performed by the Contractor and the amounts to be paid by the MERC, all as specified below, it is hereby agreed:

SCOPE OF SERVICES

1. The Contractor shall provide peer group security personnel as requested by MERC for all events at the Memorial Coliseum Complex, the Portland Civic Stadium, the Portland Center for the Performing Arts, and the Oregon Convention Center. All personnel shall be equipped and trained as specified by MERC in EXHIBIT "B" to this Agreement. All security services shall be monitored by the MERC Director of Special Services and shall be subject to compliance evaluation by that office. The number of personnel, their posts and locations and the hours and nature of their duties will vary from time to time to meet MERC requirements, but the method and means of carrying out the duties required by MERC shall be agreed upon by MERC and the Contractor. The Contractor shall be responsible for the direct supervision of all peer group security personnel through designated representative at the premises to which this contract relates. The contractor or its designated representative shall be available at all reasonable times to confer with Agents of MERC with respect to services required.

2. Contractor shall comply, to the maximum extent possible, with the goal of providing the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the convention center/Coliseum site. Contractor must also 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. Contractor must document and report to MERC every six months on the implementation of these requirements.

COMPENSATION; BILLING:

1. (a) MERC shall pay the Contractor the sum of \$_____ per-hour per-person for the security services provided under this Agreement. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform this work and services.

(b) The Contractor shall submit invoices for its services to MERC within one week of each event for which the Contractor provides services under this Agreement. 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 required by EXHIBIT "B" are in conflict, the sign-in sheet shall control.

TERM OF AGREEMENT; TERMINATION:

1. The term of this Agreement shall be for one (1) year beginning on _____, 1990 and ending on _____, 1990.
2. Either party shall have the right to terminate this Agreement upon giving the other party fifteen (15) days written notice of its intention to do so. Upon the giving of such notice, this Agreement shall terminate on the date specified in the notice.
3. MERC shall have the option to renew this Agreement for two (2) successive terms of one (1) year each, as follows:
 - a. Each of the renewal terms shall commence on the day following the date of termination of the preceding term.

- b. The option may be exercised by written notice to the Contractor given not less than 30 days prior to the expiration of the current term of this Agreement. The giving of such notice shall be sufficient to make this Agreement binding for the renewal term without further act of the parties.
 - c. The terms and conditions of this Agreement for renewal term shall remain the same unless otherwise mutually agreed upon in writing sixty (60) days prior to end of term.
4. MERC may extend the contract for 30-day periods beyond the original expiration period and the expiration period for each renewal under certain circumstances. This extension in no way constitutes a renewal of the Agreement for an additional year.

LIABILITY INSURANCE

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor, the Metropolitan Exposition-Recreation Commission (MERC), the Metropolitan Service District, the City of Portland, its Exposition-Recreation Commission, and their officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Metropolitan Service District, the City of Portland, its Exposition-Recreation Commission, and their officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the

insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to MERC. If the insurance is cancelled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous uninterrupted coverage for the duration of the contract.

- (b) The Contractor shall maintain on file with MERC and the Metropolitan Service District's Contract Compliance Officer a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the Metropolitan Service District General Counsel. Failure to maintain adequate and valid liability insurance in the amounts required above at all times during the term of this Agreement shall be cause for immediate termination of this Agreement by MERC.

WORKERS' COMPENSATION INSURANCE:

- (a) The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance or copy thereof, shall be attached to this Contract as EXHIBIT "C", and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
- (b) In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance either as a carrier-insured employer or self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide MERC and the Metropolitan Service District such further certification of workers' compensation insurance as renewals of said insurance occur.

- (c) Failure to maintain workers' compensation insurance coverage at all times during the term of this Agreement shall be cause for immediate termination of the Agreement by MERC.

BUSINESS LICENSE:

Contractor shall obtain a City of Portland business license as required by PCC § 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license in the space provided at the end of this Agreement.

PERFORMANCE BOND:

1. At the time of execution of this Agreement, the Contractor shall furnish a performance bond or bonds approved by MERC and the Metropolitan Service District General Counsel in the amount of \$20,000, conditioned upon compliance with and payment as due to all persons supplying labor and/or material for the performance of the Agreement.

WITHHOLDING TAXES:

1. The Contractor shall withhold all taxes and all other amounts required by federal and state laws to be withheld and paid from the Contractor's employees' salaries and wages.
2. Failure to comply with federal and state withholding laws at all times during the term of this Agreement shall be cause for immediate termination of this Agreement by MERC.

NOTICES:

1. Notices by the Contractor to MERC regarding this Agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the General Manager, P.O. Box 2746, Portland, Oregon 97208.

Notices by MERC to the Contractor hereunder shall be in writing to _____

EMPLOYMENT STANDARDS:

1. The security services to be performed under this Agreement shall be performed by carefully selected and trained employees in conformity with accepted peer security practices and standards. The Contractor shall, upon request by MERC, remove from MERC premises any of the Contractor's employees who, in the MERC's reasonable opinion, are guilty of improper conduct or are not qualified to perform the work assigned.

This shall include, but be not limited to: employees engaged in the use of alcohol or drugs, employees who have not received training as required in EXHIBIT "B", employees not properly identified or not in their assigned positions.

ASSIGNMENT:

1. The Contractor shall not subcontract or assign this contract nor transfer any interest therein to a third party without the prior written consent of MERC.

INDEMNITY:

1. The Contractor shall hold harmless, defend, and indemnify the Metropolitan Exposition-Recreation Commission (MERC), the Metropolitan Service District, the City of Portland, its Exposition-Recreation Commission, and their officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of or relating to any act, failure to act, or conduct on the part of any person furnished by the Contractor pursuant to this Agreement.

THE CONTRACTOR'S EMPLOYEES NOT COMMISSION EMPLOYEES:

1. (a) The Contractor is engaged as an independent Contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments thereunder.
- (b) The Contractor and its employees are not employees of the Metropolitan Service District or MERC and are not eligible for any benefits through the Metropolitan

Service District or MERC, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS:

1. In performing this Agreement, the Contractor shall comply with all applicable federal, state and city statutes, ordinances and regulations.

MAINTENANCE OF RECORDS:

At all times during the term of this Agreement, the Contractor shall maintain accurate and current payroll and accounting records to support its billings to MERC. Payroll records shall be maintained in such a way to provide easy comparison with and corroboration of billings to MERC. MERC or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for 3 years from the date of completion or termination of this Agreement.

- (a) MERC, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by this Section MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to MERC.

MODIFICATION AND AMENDMENT:

1. The Agreement may not be modified or amended except in writing signed by both parties.

EXECUTED IN FIVE COPIES on _____, 1990.

CONTRACTOR

By _____

Business License No. _____

METROPOLITAN SERVICE DISTRICT
by and through its
METROPOLITAN EXPOSITION-RECREATION COMMISSION

By _____
Chairman

By _____
Secretary-Treasurer

APPROVED AS TO FORM:

Metropolitan Exposition-Recreation
General Counsel

PERFORMANCE AND PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS that, we _____
as Principal, and _____ a corporation
organized and existing under the laws of the State of _____
and duly authorized to transact a surety business in the State of
Oregon, as Surety, are held and firmly bound unto the Metro-
politan Service District, acting through its Metropolitan
Exposition-Recreation Commission (MERC) in the penal sum of
twenty thousand dollars (\$20,000), lawful money of the United
States of America, for the payment of which we and each of us,
jointly and severally, bind ourselves, our, and each of our,
heirs, executors, administrators, successors and assigns.

THE CONDITIONS of this obligation are such that, whereas the
Principal did on ____ day of _____, 19____, enter into a
Contract with MERC for peer group security services, which
Contract hereby is made apart hereof as if fully copied herein;

NOW, THEREFORE, if the Principal faithfully, punctually, and
completely performs and abides by all covenants, conditions and
agreements of the Contract, and any addenda thereto, including
payment of money to MERC, and with all laws, ordinances,
regulations and orders of the State of Oregon, the City of
Portland, the Metropolitan Service District, and the agencies and
bureaus thereof, directly or indirectly governing or applicable
to the Principal's performance under the Contract, including but
not limited to ORS 279.312, which hereby is made a part hereof as
if fully copied herein, and shall make payment promptly as due,
to all subcontractors who shall provide equipment, supplies,
labor or materials for the prosecution of the work or any part
thereof, provided for in the Contract, then this obligation shall
be null and void, otherwise to be in full force and effect.

Surety agrees (1) that no extension of time allowed the Principal
for completion of work or for delivery under the Contract shall
impair this obligation; (2) that no change made in the terms or
provisions of the Contract, without notice to the Surety, shall
impair this obligation, but any such change shall automatically
increase the obligation of the Surety hereunder in a like amount,
PROVIDED that such increase shall not exceed twenty-five percent
(25%) of the original amount of this obligation without consent
of the Surety and (3) that this obligation shall continue to bind

the Principal and Surety notwithstanding successive payments made hereunder for successive breaches, until the full amount of this obligation is exhausted.

Surety further agrees that no termination or cancellation of this bond shall relieve the Surety from its obligation for the performance by the Principal of all provisions of said Contract.

IN WITNESS THEREOF, the Principal and Surety have caused these presents to be executed this _____ day of _____, 1990.

(Principal)

By _____
(Title)

(Surety)

By _____
Attorney-in-Fact

COUNTERSIGNED:

Oregon Resident Agent

APPROVED AS TO FORM:

Metropolitan Exposition-Recreation
General Counsel