

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 96-46

Authorizing award of contract for Peer Group and Traffic Security Services to Starplex Corporation and authorizing the MERC General Manager to negotiate and execute a Personal Services Contract with Starplex Corporation for Peer Group and Traffic Security Services for MERC facilities, commencing August 1, 1996 and ending June 30, 1999.


The Metropolitan Exposition-Recreation Commission finds:

1. That the current MERC Peer Group Security Services Agreement expires July 31, 1996.
2. That a Request for Bids (RFB) process has been completed and evaluated per Commission Purchasing Guidelines and that a successful bidder was apparent due to this process.
3. That such security services cannot be provided by in-house staff due to the nature of the necessary training and specialized type of security to be provided.


BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission authorizes the award of contract for Peer Group and Traffic Security Services to Starplex Corporation; and further, authorizes the MERC General Manager to negotiate and execute a Personal Services Agreement with Starplex Corporation for Peer Group and Traffic Security Services commencing August 1, 1996 and ending June 30, 1999.

Passed by the Commission on July 29, 1996.

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


By: Mark B. Williams, Sr. Assistant Counsel


Chair


Secretary-Treasurer

MERC STAFF REPORT

Resolution No.: 96-46

Date: July 29, 1996

Presented By: Lisa Grau-Mercer
Jeffrey A. Blosser

Agenda item / Issue: Award Peer Group and Traffic Security Services to Starplex Corporation and authorizing the MERC General Manager to negotiate and execute a Personal Services Agreement with Starplex Corporation for Peer Group and Traffic Security Services for MERC facilities, commencing August 1, 1996 and ending June 30, 1999.

Background and Analysis: The current Peer Group and Traffic Security Services Agreement expired June 30, 1996 and MERC staff exercised a one-month extension to that Agreement in order to provide more time to go through a bid process for a new contract. All MERC facilities use Peer and Traffic Security Services and in-house staff cannot provide services due to the nature of the necessary training and specialized type of security services to be provided. Staff has completed a Request for Bids (RFB) process, per MERC Purchasing Guidelines, with bids due June 10, 1996. Three bids were received and a public bid opening was held June 10 where the firms names and bid amounts were verbally announced. The RFB Selection Committee met on June 14 to review the bids and found all three contained small irregularities as well as two firms which included conditional hourly rates.

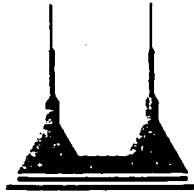
Counsel's opinion was solicited and Mr. Williams noted two acceptable options the Selection Committee could follow: a) reject all three bids; or b) ask each bidder to further clarify items related to each bids' irregularities and ask each bidder for a firm "per hour" rate. A decision was made to use option b) and a letter asking for further bid item clarification and "per hour" rate was sent to each bidder. The responses from the bidders were due July 8. All responses met all criteria and the firm hourly rates are as follows:

Starplex:	\$7.74 - straight time, per person, per hour, peer group \$7.74 - straight time, per person, per hour, traffic security
Premier Security:	\$ 9.50 - straight time, per person, per hour, peer group \$10.00 - straight time, per person, per hour, traffic security
Coast to Coast:	\$8.25 - straight time, per person, per hour, peer group \$8.25 - straight time, per person, per hour, traffic security

Upon review of the additional information and firm rates from each bidder, as well as individual bidder references, which were checked by Committee members, staff found Starplex Corporation to be the preferred vendor, based on price which is the deciding qualification under the "Request for Bids" procedure.

Fiscal Impact: The amount involved is determined per the event schedule at each facility and is charged back to the promoter/licensee for costs associated with peer group security services.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission award the Peer Group and Traffic Security Services Agreement to Starplex Corporation; and further, authorizes the MERC General Manager to negotiate and execute a Peer Group and Traffic Security Services Agreement with the successful bidder for peer group and traffic security services at MERC facilities, commencing August 1, 1996 and ending June 30, 1999.



OREGON CONVENTION CENTER
METRO ER COMMISSION

July 29, 1996

TO: Chris Bailey
Candy Cavanaugh
Patricia Iron

FROM: Lisa Grau-Mercer *lgm*

RE: Peer-Group and Traffic Security Services Agreement

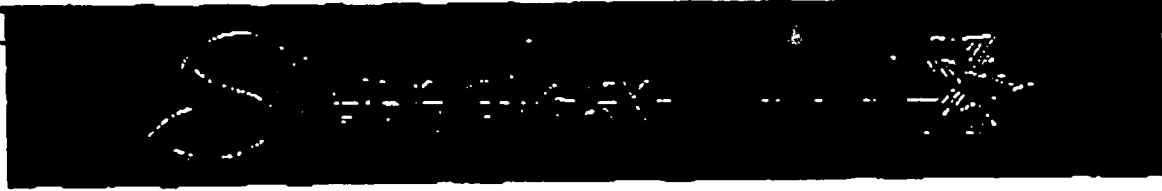
Enclosed is a copy for your files of the executed Peer-Group and Traffic Security Services Agreement signed this date.

cc: Nick Brown
Kathy Pomeroy
Jim Waki ✓
OCC Administration Contract File

JUL -26' 96 (FRI) 15:37 STARPLEX CORP / CMS

TEL: 503 222 9553

P. 002



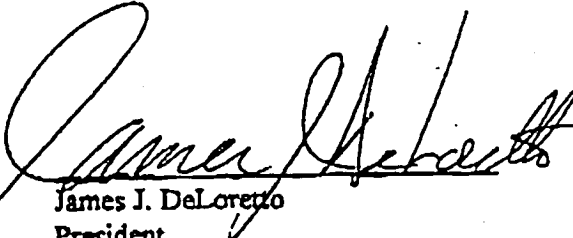
C O R P O R A T I O N

714 S.W. 20th Place • Portland, Oregon 97205 • (503) 222-5957 • FAX (503) 222-9553

July 26, 1996

To Whom It May Concern,

I, James J. DeLoretto, President of Starplex Corporation, hereby authorize Daniel M. Knauss, Chief Operations Officer, to accept and sign on my behalf for the corporation in this contract matter.

 7-29-96
 James J. DeLoretto Date
 President

"Quality without Compromise"

Crowd Management Services • Progard Security Services • Metro Parking Enforcement

**AGREEMENT
FOR PEER-GROUP AND TRAFFIC SECURITY SERVICES**

THIS AGREEMENT IS MADE July 29, 1996 to be effective August 1, 1996 by the METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC) and (Contractor).

WITNESSETH:

The Contract documents together form the Agreement between Commission and Contractor. All determination of the precedence of, discrepancy in, or conflicts regarding the Contract Documents shall be made by Commission; but, in general, precedence will be in accordance with the highest precedence item at the top:

1. Peer-Group and Traffic Security Services and Management Agreement.
2. The Contractor's firm bid dated July 5, 1996 which was accepted by MERC at its meeting on July 29, 1996 (see attached letter).
3. Peer-Group and Traffic Security Services SPECIFICATIONS, prepared by MERC and made public May 21, 1996 (EXHIBIT "B" to this Agreement).
4. Contractor shall provide MERC with Workers' Compensation coverage for all contractor's employees as provided by ORS 656.407.

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 qualified, competent and uniformed peer-group and traffic security personnel as requested by MERC for all events at the Portland Civic Stadium, the Portland Center for the Performing Arts, the Oregon Convention Center, the Portland Metropolitan Exposition Center and any future facility that MERC may manage. However, in no way shall this Agreement be construed as guaranteeing the Contractor any specific amount of work, or guaranteeing that MERC shall continue to operate the above mentioned facilities. It is agreed that MERC may cease to operate any of these facilities without breaching this Agreement. All personnel shall be equipped and trained as specified by MERC in EXHIBIT "B" to this Agreement. All services shall be monitored by a MERC Facility Event Manager or designated representative and shall be subject to compliance evaluation by the appropriate facility staff.

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 and traffic security personnel through a 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.

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 his 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.

2. Contractor shall comply, to the maximum extent possible, with the goal of providing the target area the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center 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 Contractor. Contractor must document and report to MERC every six months on the implementation of these requirements.

3. With respect to bus coordination and traffic management, MERC shall ensure that all necessary arrangements to provide on-street parking at MERC sites are made through the City's Department of Traffic Management and MERC management shall notify Contractor of schedule change modifications and cancellations as soon as is practicable.

Target Area Boundary Designation:

North Boundary: Columbia Boulevard

East Boundary: 42nd Avenue

South Boundary: Banfield Freeway, I-84

West Boundary: Chautauqua Avenue to Willamette Boulevard to include Columbia Villa by designation (Portsmouth and Willis); follow the Willamette River and Greeley Avenue to Fremont Bridge, west on Fremont Bridge to Albina Community and Northwest Target Area boundaries but continue south along Willamette River to I-5 and I-84. (A map of the target area is available upon request from MERC.)

Target Area Definitions:

First Opportunity: The Contractor will conduct an aggressive advertising and outreach program intended to inform economically disadvantaged residents in the target area of job opportunities. When an applicant pool is identified, economically disadvantaged residents of the target area will be considered first. If a qualified applicant is identified, that applicant will be appointed. If no qualified applicants are identified from the target area, individuals outside the target area will be considered for open positions.

COMPENSATION; BILLING:

1. MERC shall pay the Contractor the sum of \$ 7.74 straight time per-hour, per-person, for the peer-group security services and/or the sum of \$ 7.74 straight time per-hour, per-person for traffic security services provided under this Agreement. The payment shall be full compensation for work performed, for services rendered, for all labor, materials, supplies, equipment and incidentals necessary to perform this work and services.
2. The 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 the invoices are required at the time of service. 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" in this Agreement are in conflict, the sign-in sheet shall control.

TERM OF AGREEMENT; TERMINATION

1. The term of this Agreement shall be for two (2) successive years beginning on August 1, 1996 and ending on June 30, 1998.
2. MERC shall have the right to terminate this Agreement upon giving the Contractor thirty (30) 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 exclusive option to renew this Agreement for one (1) additional term of one (1) year as follows:
 - a. The renewal terms shall commence on the day following the the date of termination of the preceding term.
 - b. The option may be exercised by written notice to the Contractor not less than thirty (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 action 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.
 - d. Renewal shall not imply that all of the facilities currently operated by MERC shall continue to be operated by MERC during the renewal period.
4. MERC may extend the contract for thirty (30) day periods beyond the original expiration period for each renewal under certain circumstances. This extension in no way constitutes a renewal of the Agreement for an additional year.

INSURANCE:

Comprehensive or Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Agreement, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided in the Agreement plus products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000. The parties agree that these limits of liability coverage in no way limit Contractor's duty of defense and indemnification.

Additional Insured: The liability insurance coverage required for performance of the Agreement shall include, by endorsement, Metro and the Metropolitan Exposition-Recreation Commission (MERC) and their officers, employees, agents and members as Additional Insureds. No changes or cancellations can be made without thirty (30) days prior written notice to MERC.

Indemnity/Hold Harmless: Contractor agrees to defend, indemnify and hold harmless Metro, the Metropolitan Exposition-Recreation Commission and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney fees), including claims of employees, contractors, subcontractors, guests, and express or implied invitees of Contractor, arising out of or in any way related to activities conducted by Contractor, its agents, employees, members, patrons, guests, express or implied invitees, or exhibitors, including claims based on whole or in part upon negligence of Commission or others.

Employee Dishonesty Bond: All persons handling money in performance of the Agreement shall be bondable in an amount not less than \$10,000.

WORKERS' COMPENSATION INSURANCE:

1. The Contractor shall obtain Workers' Compensation insurance coverage for all employees, as provided by ORS 656.407. 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.
2. 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 copy of the business license in the space provided at the end of this Agreement.

PERFORMANCE BOND:

At the time of execution of this Agreement, the Contractor shall furnish a performance bond or bonds approved by MERC in the amount of \$10,000, 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:

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.

EMPLOYMENT STANDARDS:

The services to be performed under this Agreement shall be performed by carefully selected and trained employees in conformity with accepted peer-group and traffic 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 not be 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:

The parties acknowledge that the Contractor has been selected for its unique abilities through a public competition and, therefore, the Contractor may not subcontract or assign this contract nor transfer any interest therein to any third party without the prior written consent of MERC. Any attempted assignment, subcontract or transfer without such written prior approval shall be null and void.

THE CONTRACTOR'S EMPLOYEES NOT COMMISSION EMPLOYEES:

1. The Contractor is engaged as an independent Contractor and will be responsible for any federal, state, and city statues ordinances and regulations.
2. The Contractor and its employees are not employees of MERC and are not eligible for any benefits through MERC, including without limitation social security, health benefits, workers' compensations, unemployment compensation, and retirement benefits.

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 three (3) years from the date of completion or termination of this Agreement.

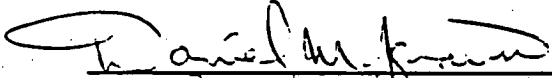
- a. MERC, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by this Section MAINTENANCE OF RECORDS.
- b. If an audit discloses that payment to the Contractor were in excess of the amount to which the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

ENTIRE AGREEMENT, MODIFICATION AND AMENDMENT:

This Agreement is the entire Agreement between the parties.
This Agreement may not be modified nor amended except in writing
signed by both parties.

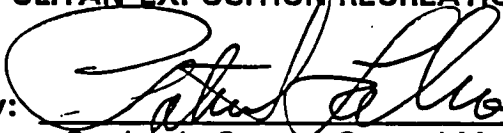
EXECUTED IN FOUR COPIES on July 29, 1996

CONTRACTOR: Starplex Corporation

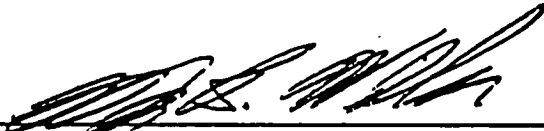
By: 
Chief Operations Officer

Business License Number: 386-312 01

METROPOLITAN EXPOSITION-RECREATION COMMISSION

By: 
Patrick LaCrosse, General Manager

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

By: 
Mark B. Williams, Senior Assistant Counsel
Metro

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 Metro, acting through its Metropolitan Exposition-Recreation Commission (MERC) in the penal payment of ten thousand dollars (\$10,000) lawful money of the U.S. of America, for payment of which we and each of us, jointly and severally, bind ourselves, 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 an Agreement with MERC for peer-group and traffic security services, which Agreement 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 Agreement, 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, Metro, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the Agreement, 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 Agreement, 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 Agreement shall impair this obligation; (2) that no change made in the terms or provisions of the Agreement, 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 find 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 nor cancellation of this bond shall relieve the Surety from its obligations for the performance by the Principal of all provisions of said Agreement.

IN WITNESS THEREOF, the Principal and Surety have caused these presents executed this _____ day of _____, 1996.

(Principal)

By: _____
(Title)

(Surety)

By: _____
Attorney-in-Fact

COUNTERSIGNED:

Oregon Resident Agent

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

By: _____
Mark B. Williams, Senior Assistant Counsel
Metro

Starplex



C O R P O R A T I O N

714 S.W. 20th Place • Portland, Oregon 97205 • (503) 222-5957 • FAX (503) 222-9553

July 5, 1996

Ms. Lisa Grau-Mercer
Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97232

Re: Peer Group and Traffic Proposal

Dear Ms. Grau-Mercer:

In response to your July 1, 1996 letter requesting final information I submit this correspondence as an addendum to our original proposal.

1. Starplex Corporation proposes the following hourly wages valid for a period of three years on a straight time, per person, per hours worked.

Peer Group Security	\$ <u>7.77</u>
Traffic Personnel	\$ <u>7.77</u>

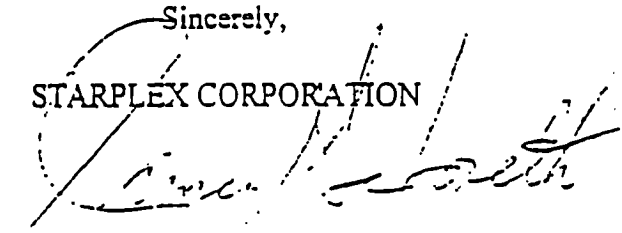
2. The Starplex bid is valid for a period of Sixty (60) days from the date of this proposal.
3. Starplex Corporation is committed to affording First Opportunity employment on a continuing basis to residents of the MERC Target Area.

All other information and proposed items listed in our original proposal dated June 10, 1996 is still valid and intended for the selection process consideration. Should you or the selection committee desire any additional information please do not hesitate to contact me directly.

I look forward to becoming a part of your crowd and guest service team.

Sincerely,

STARPLEX CORPORATION


James J. DeLoretto
President

SPECIFICATIONS

EXHIBIT "B" OF AGREEMENT

PEER-GROUP AND TRAFFIC SECURITY SERVICES

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 extinguisher
- legal complaint procedures
- court appearance and testimony
- MERC Emergency Procedures
- civil liability (Contractor & MERC)
- visual inspection techniques
- report writing
- CPR
- bus parking and coordination
- urban traffic management techniques
- OLCC training
- familiarization with each MERC facility

Job Description/Responsibilities

Peer-group and traffic 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).

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, illicit 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 to take the prohibited items not allowed by event promoter (cameras, tape recorders etc.) off site. At no time will valuable items be taken or stored by peer-group security personnel. All questions are to be directed to the event Coordinator/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 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. 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 and/or eviction.
13. Take a photograph of each and every person evicted from or arrested on MERC premises.
14. Provide traffic control and have coordination on city streets as specifically requested by MERC personnel.

Contractor Responsibilities

When assigning personnel to MERC facilities, assign competent and requested number of supervisors to be responsible for the direct supervision of all scheduled personnel. Supervisory personnel must be responsive to the Facility Event Manager or designated representative's immediate needs and carry out appropriate assignments expediently.

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 the Facility Events Manager 24 hours prior to the scheduled event. 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 peer-group and traffic security Contractor.

The Contractor shall not allow any of its employees to carry any type of firearm, nightstick or 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 must provide at the Contractor's expense, instant display (i.e. 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, parking cones, traffic vests, flags and other traffic management equipment for use by peer-group and traffic security personnel.

The contractor shall provide for each and every person in his/her 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 with MERC.