

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION 97-44

Authorizing award of contract for Peer Group and Traffic Security Services to Coast to Coast Event Services, Inc. and authorizing the MERC General Manager to negotiate and execute a Personal Services Contract with Coast to Coast Event Services, Inc. for Peer Group and Traffic Security Services for MERC facilities, commencing September 1, 1997 and ending June 30, 1998 with option to extend for two (2) additional terms of one (1) year each.


The Metropolitan Exposition - Recreation Commission finds:

1. That the current MERC Peer Group Security Services Agreement was mutually terminated May 31, 1997.
2. That a Request for Proposal (RFP) process has been completed and evaluated per Commission Purchasing Guidelines and that a successful proposer 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 Coast to Coast Event Services, Inc.; and further, authorizes the MERC General Manager to negotiate and execute a Personal Services Agreement with Coast to Coast Event Services, Inc. for Peer Group and Traffic Security Services commencing September 1, 1997 and ending June 30, 1998 with option to extend for two (2) additional terms of one (1) year each.

Passed by the Commission on August 13, 1997.


Chair


Secretary - Treasurer

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


By: Kathleen Pool

MERC STAFF REPORT

Resolution No. 97-44

Presented By: Patricia Iron
Jim Waki

Date: August 13, 1997

Agenda Topic: Award Peer Group and Traffic Security Services to Coast to Coast Event Services Inc. and authorizing the MERC General Manager to negotiate and execute a Personal Services Agreement with Coast to Coast Event Services, Inc. for Peer Group and Traffic Security Services for MERC facilities, commencing September 1, 1997 and ending June 30, 1998 with option to extend for two (2) terms of one (1) year each.

Background and Analysis: Currently, MERC does not have a annual contract for Peer Group and Traffic Security as the previous contract was terminated by mutual agreement ending May 31, 1997. MERC facilities utilize Peer Group and Traffic Security due to in-house staff not being available in sufficient numbers and the specialized type of security services/training required. Staff has completed a Request for Proposals (RFP) process, per MERC Purchasing Guidelines. Proposals were due May 30th 1997. RFP public notices were published in three local publications and copies of the notice sent to 13 businesses including 4 certified MBE (one located in MERC Target Area) listed as providing security services. Copy of notice also sent to OAME.

A pre-proposal meeting was held at MERC to allow potential proposers an opportunity to review the RFP requirements with staff and visit each facility if needed. Five companies attended. Two proposals were submitted and accepted while a third proposal was not accepted due to arriving after the RFP closing deadline. The RFP Evaluation Committee consisting of representatives from each MERC facility reviewed the two proposals and accepted them. Interviews were schedule and held with each proposer and staff. A total of 38 references provided by the proposers were surveyed and responses given to the Committee representatives for their evaluation which included proposer experience and performance criteria at other venues and MERC facilities. The committee was instructed to request final hourly rate proposals from each proposer by August 4, 1997. Each proposer responded as requested.

The Evaluation Committee on August 7, 1997 met and made a final recommendation for award of contract. All Committee representatives agreed that Coast to Coast Event Services, Inc. had scored the highest on the overall evaluation and was considered the most responsive proposer to the MERC RFP and recommended that the contract be awarded to Coast to Coast Event Services, Inc. Summary of the evaluation scores and hourly rate submissions are as follows:

Coast To Coast: Total Evaluation Score, 85.63 out of possible 100 points
\$10.85- Straight time, per person, per hour, peer group
\$12.00- Straight time, per person, per hour, traffic security
\$12.00- Straight time, per person, per hour, supervisor

All rates to increase \$.50 per hour each year due to Oregon minimum wage increase time frames.

Starplex: Total Evaluation Score, 75.25 out of possible 100 points
\$9.40-Straight time, per person, per hour, peer group
\$9.40- Straight time, per person, per hour, traffic security
No rate submitted for supervisor

All rates to increase \$.60 per hour January 1, 1998 due to Oregon minimum wage increase. Reserves right to negotiate rate to comply with Measure 36 increases and any other unforeseen increases.

After all evaluation factors were confirmed and checked the Committee found Coast to Coast to be the most qualified proposer in meeting the specifications of the MERC RFP and recommends that Coast to Coast Event Services be awarded the contract to provide Peer Group and Traffic Security for MERC managed facilities.

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

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission award the Peer Group and Traffic Security Services Agreement to Coast To Coast Event Services, Incorporated; and further authorize the MERC General Manager to negotiate and execute a Peer Group and Traffic Services Agreement with Coast To Coast Event Services at MERC facilities, commencing September 1, 1997 and ending June 30, 1998 with option to extend for two (2) additional terms of one (1) year each.

SECTION 5.0
AGREEMENT
FOR PEER-GROUP AND TRAFFIC SECURITY SERVICES

THIS AGREEMENT IS MADE August 13, 1997 to be effective September 1, 1997, by the METROPOLITAN EXPOSITION - RECREATION COMMISSION (MERC) and COAST TO COAST EVENT SERVICES INCORPORATED (Contractor), 3223 SW Front Avenue, Portland, Oregon 97201.

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 proposal dated May 29, 1997 and revision RFP Form "D" dated August 4, 1997, which was accepted by MERC at its meeting on August 13, 1997 (FORM "D").
3. Peer-Group and Traffic Security Services SPECIFICATIONS, prepared by MERC and dated May 14, 1997 (SECTION "3.0").
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 SECTION 3.0 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 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.

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.

2. Contractor shall comply, to the maximum extent possible, with the goal of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center site (MERC Target Area). 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 as listed in Section 4.1 of MERC First Opportunity.

Compensation Billing:

1. MERC shall pay the Contractor the sum of \$10.85 per straight time-per-hour, per-person, for the peer-group security services and/or the sum of \$12.00 per straight time-per-hour, per-person for traffic security and supervisor 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. MERC will not be responsible to pay a four-hour minimum for peer/traffic security service. All rates to be increased \$.50 per hour in accordance with Oregon minimum wage increase time frames.
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 "Section 3.0" of the Agreement Specifications, 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 September 1, 1997 and ending on June 30, 1998, with option for MERC to extend for two (2) additional one (1) year terms at it's sole discretion.
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 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 Insured Dependents. 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 expressed or implied invitees of Contractor, arising out of, or in any way related to, activities conducted by Contractor, its agents, employees, members, patrons, guests, expressed or implied invitees, or exhibitors, including claims bases 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 ORS656.407. A certification of insurance or copy thereof, shall be attached to this Contract with FORM "C", Certification of Equipment, 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 employee's 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.

FOREIGN CONTRACTOR (Non-Domiciled or Registered to do Business in the State of Oregon):

ORS 279.021 requires that any foreign contractor awarded a public works contract over \$10,000 must be registered with the Oregon Department of Revenue before final payments can be issued.

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, PO Box 2746, Portland, Oregon 97208.

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

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 Section "4", 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 or 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 statutes, 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, worker's compensation, 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 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.

SECTION 6.0

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 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 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 _____, 1997.

(Principal)

By: _____
(Title)

(Surety)

By: _____
Attorney-in-Fact

COUNTERSIGNED:

Oregon Resident Agent

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

By: Kathleen Pool
Kathleen Pool, Senior Assistant Counsel
Metro

**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 FIVE COPIES on September 1, **, 1997.**

CONTRATOR: Coast To Coast Event Services, Inc.


By: Glenn D. J., Treasurer

Business License Number: 399019-2

METROPOLITAN EXPOSITON - RECREATION COMMISSION

By: 
Mark B. Williams, General Manager

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

By: 
**Kathleen Pool, Senior Assistant Counsel
Metro**

METROPOLITAN EXPOSITON - RECREATION COMMISSION

By: 
Chair

By: 
Secretary - Treasurer

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

By: 
Kathleen Pool, Senior Assistant Counsel
Metro


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

RECITALS:

1. The Metropolitan Exposition-Recreation Commission (MERC) and Starplex Corporation (Contractor) are parties to an Agreement for Peer Group and Traffic Security Services dated July 29, 1996 and effective August 1, 1996 (the Agreement).
2. MERC and the Contractor mutually desire to terminate the Agreement on May 31, 1997.


IT IS HEREBY AGREED that the term of the Agreement for Peer Group and Traffic Security Services is amended to end on May 31, 1997.

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**



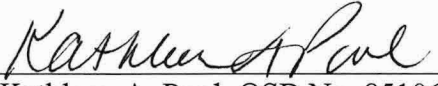
Mark B. Williams
General Manager
Date: 5/8/97

STARPLEX CORPORATION



James J. DeLoretto
President
Date: May 1, 1997

APPROVED AS TO FORM:



Kathleen A. Pool, OSB No. 85106
Of Attorneys for MERC
Date: May 7, 1997

APPROVED AS TO FORM:

Robert D. Newell, OSB No. 79091
Of Attorneys for Starplex Corporation
Date: _____

Davis Wright Tremaine LLP

LAW OFFICES

1300 S.W. Fifth Avenue · Suite 2300 · Portland, Oregon 97201-5682
(503) 241-2300 · FAX: (503) 778-5299
Website: <http://www.dwt.com>

RECEIVED

MAY 07 1997

TIME: _____
METRO SERVICE DISTRICT
OFFICE GENERAL COUNSEL

ROBERT D. NEWELL
Member Oregon and California Bars

May 6, 1997

Kathleen Pool
Office of General Counsel
Metropolitan Exposition
Recreation Commission
600 N.E. Grand Avenue
Portland, Oregon 97232

Re: Starplex Corporation
Our File No. 722037\4

Dear Katy:

Enclosed please find the Amendment to Agreement which you had previously sent to me. It has been executed by Jim DeLoretto on behalf of Starplex and I have approved it as to form.

Please feel free to call if you have any questions.

Very truly yours,

DAVIS WRIGHT TREMAINE LLP


Robert D. Newell

RDN:lmc
Enclosure
cc: James J. DeLoretto
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