

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 97- 23

Directing staff to seek competitive proposals through a Request for Proposal process to select a contractor to provide Peer Group and Traffic Security services for MERC managed facilities. The current contract will be terminated by mutual agreement May 31, 1997.

The current Peer Group and Traffic Security personal service contract was awarded July 29, 1996, to Starplex Corporation and became effective August 1, 1996. The contract was awarded based on Starplex being the lowest bidder of the three bids that were submitted through a Request for Bid process.

Subsequent changes in the minimum wage law raised the minimum wage, severely affecting the contract according to Starplex Corporation. Starplex Corporation requested an adjustment to the approved bid amount, which was denied by staff. After several discussions and meeting with both MERC staff and Starplex representatives, it was agreed to terminate the current agreement by mutual consent effective May 31, 1997, to alleviate problems for the Contractor and any potential issues this new law could raise which would affect service levels at all MERC facilities.

The Metropolitan Exposition Recreation Commission finds:

1. That, due to MERC Purchasing Policy, requirements to utilize Requests for Bids to select Peer Group and Traffic Security service providers, MERC staff has been limited in its ability to secure a contractor that can fully meet Peer Group and Traffic Security staffing requirements at all of MERC managed facilities at all times.

2. That MERC staff has developed a Request for Proposal that includes specific qualifications and staffing requirements to fulfill Peer Group and Traffic Security services required by MERC at all times.

3. That a Request for Proposal process is an appropriate substitute process in that it is a competitive process which is unlikely to encourage favoritism and which will result in substantial cost savings to the public.

4. That Metro Code provides that contracts under the \$75,000 limit not be subject to competitive bidding requirements and the Commission has the authority by resolution to waive the requirements of previous resolutions pertaining to MERC Purchasing Policy and authorize a Request for Proposal contract process for Peer Group Security and Traffic Security Services.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission hereby approves usage of a Request for Proposal competitive process to solicit proposals for Peer Group and Traffic Security Personnel Services for MERC facilities; and, exempts the proposed Peer Group and Traffic Security Personnel Services Contract from any contrary provisions in the Metropolitan Exposition Recreation Commission Purchasing Policy and Guidelines; and further directs the MERC General Manager to proceed with an RFP process substantially similar to the process set forth in Section 7.2 of the Commission's Purchasing Policy and Guidelines.

Passed by the Commission on May 14, 1997.



Chair



Secretary/Treasurer

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



By: Kathleen Pool
Sr. Assistant Counsel



METRO

Date: May 9, 1997
To: Jeff Blosser, OCC Director
From: Kathleen A. Pool, Senior Assistant Counsel *KAP*
Regarding: Peer-Group Traffic Security Contract

You have asked whether MERC may solicit written proposals for peer-group and traffic security services without approval of the Metro Council, where the proposed contract will be for one year with a projected cost under \$75,000, and where the contract will have a provision allowing for two one-year extensions by mutual agreement of the parties.

MERC may solicit proposals for the contract described above without Metro Council approval pursuant to Metro Code 2.04.054(b)(10), and may include provisions for extensions where the extension option does create a currently binding contract in excess of the \$75,000 limit. Metro Code 2.04.054(b)(10) also requires that any rules adopted by the MERC which provide for substitute selection procedures must be followed. The MERC Purchasing Policy Guidelines do not allow for the procurement of security services under the competitive request for proposals procedure. Any resolution approving an RFP solicitation for security services should explicitly provide for the utilization of a competitive request for proposals process.


**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.

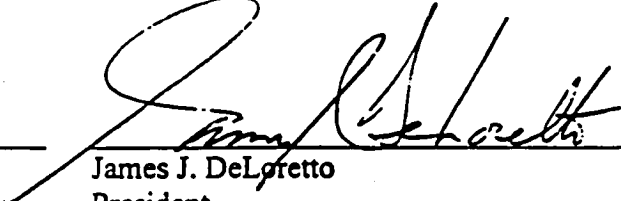
**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**



Mark B. Williams
General Manager

Date: 5/8/97

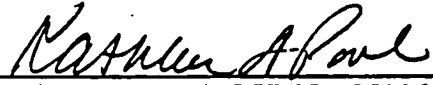
STARPLEX CORPORATION



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: _____

PROPOSAL DOCUMENTS
PEER-GROUP AND TRAFFIC SECURITY SERVICES
FOR
METROPOLITAN
EXPOSITION - RECREATION
COMMISSION

PROPOSALS DUE 3:00 p.m., Friday, May 30, 1997

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

**Jim Waki
Purchasing, Systems Manager
Metropolitan Exposition - Recreation Commission
777 N.E. Martin Luther King, Jr. Boulevard
P.O. Box 2746
Portland, Oregon 97208
(503) 731-7800**

May 14, 1997

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SECTION 1.0

REQUESTS FOR PROPOSALS

METROPOLITAN EXPOSITION RECREATION COMMISSION

PEER-GROUP AND TRAFFIC SECURITY SERVICES

The Metropolitan Exposition - Recreation Commission (MERC) is soliciting written proposals for Peer-Group and Traffic Security Services for the Oregon Convention Center, Portland Center for the Performing Arts, Portland Civic Stadium, and Portland Exposition Center. The successful proposer will be responsible to provide trained and equipped peer-group (tee-shirt) and traffic security personnel as outlined in Exhibit "B" of the Agreement portion of this Request for Proposals. Term of the non-exclusive contract shall be for one (1) year after approvals, with option for MERC to extend for two (2) additional terms of one (1) year each.

The Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of peer-group and traffic security personnel for any or all MERC facilities. The number of personnel, their posts and locations, and the hours and nature of duties will vary from time to time to meet MERC requirements. The contractor shall be responsible for the direct supervision of all peer-group and traffic security personnel through its designated representatives at the MERC facilities where the services are provided. Peer-group security may act as admissions personnel as required to fulfill event needs in all facilities. The Contractor will be required to provide liability insurance coverage and a performance bond in the amounts listed in the Agreement.

Proposals must be submitted on the prescribed forms furnished by MERC in the Request for Proposals documents. 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 RFP may be rejected.

PROPOSALS MUST BE DELIVERD IN A SEALED ENVENLOPE MARKED "MERC PEER-GROUP SECURITY RFP", attn: Jim Waki, at the MERC Administration Offices at the Oregon Convention Center, 777 NE Martin Luther King, Jr., Boulevard, Portland, Oregon 97232, or mailed to MERC, PO Box 2746, Portland, Oregon 97208, TO BE RECEIVED NO LATER THAN 3:00 p.m. , Pacific Daylight Time, Friday, May 30, 1997. Proposals received after this time will be rejected and returned unopened.

A mandatory pre-proposal conference and site examination will be conducted on Thursday, May 22, 1997. Proposers must be at the MERC Administrative Boardroom by 9:00 a.m. Questions regarding the proposed contract will be answered at that time only.

MERC prohibits discrimination against any person or firm based upon race, color, national origin, sexual orientation, age, religion, physical handicap, political affiliation, or marital status.

MERC Reserves the right to reject any proposal or all proposals not conforming to the intent and purpose of the RFP Documents, to reject upon finding of MERC that it is in the public interest to do so or to waive any informality or irregularity in any proposal or proposals. MERC further reserves the right to award a contract at any time within ninety (90) days following the RFP opening date.

SECTION 2.0

REQUEST FOR PROPOSALS

2.1 Request for Proposals

The Metropolitan Exposition - Recreation Commission (MERC) will receive sealed proposals for a Peer-Group and Traffic Security Services Contract, until 3:00 p.m. PDT on Friday, May 30, 1997, and thereafter shall open and consider the proposals. Submit proposals to Metropolitan Exposition - Recreation Commission Administration Offices located at the Oregon Convention Center, 777 NE Martin Luther King, Jr. Boulevard, Portland, Oregon 97232 (if delivered), or P.O. Box 2746, Portland, Oregon 97208 (if by mail).

Under the terms of the Peer-Group and Traffic Security Services Contract, the Contractor shall provide all labor, material and equipment required to provide the necessary peer-group (tee-shirt) and traffic 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 (1) year, with option for MERC to extend for two (2) additional one (1) year terms at it's sole discretion.

The contractor is required to comply with all applicable Federal, State, and Local Regulations.

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.

2.2 Qualifications of Proposers

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

- A. Proposer must have experience in the operation and management of peer-group and traffic security services or comparable security services.
- B. Proposer must have and use a competent local manager with direct management experience in peer-group and traffic security services or comparable security services.

- C. 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.
- D. Proposer must certify that Proposer is fully competent and can provide the necessary personnel directly supervised by proposer and properly equipped to perform the duties required by the Metropolitan Exposition - Recreation Commission (MERC) in the attached SPECIFICATIONS for peer-group and traffic 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.
- E. Proposer must certify that security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870, "Regulations of Private Security Service Providers".
- F. Proposer must provide information to ensure reliable access to 24 Hours / 7 Days a Week answering service to ensure access to contractor for 24 Hours / 7 Days a Week emergency, or "Last Minute", staffing needs by MERC.

2.3 Proposals

The proposal shall include:

- A. A statement of the Proposer's background and expertise in connection with peer-group and traffic security services or comparable security services.
- B. A completed Reference Questionnaire, (Form "B").
- C. An audited Financial Statement for the most recently completed Fiscal Year.
- D. Certification of equipment on hand, (Form "C").
- E. Certification, ORS 181.870 "Regulations of Private Security Providers", (Form "E").
- F. A current , valid insurance policy on which Metro, Metropolitan Exposition - Recreation Commission (MERC), and their officers, agents, and employees could be named as additional insured principles.
- G. The per-straight-hour, per-person charge at which the Proposer will provide the peer-group and traffic security personnel services as specified by MERC, (Form "D").

2.4 Submission of Requirements

Five copies of all proposals must be submitted in a sealed envelope marked **"PROPOSAL - PEER-GROUP AND TRAFFIC SECURITY SERVICES, METROPOLITAN EXPOSITION - RECREATION COMMISSION"**, and delivered to or mailed to Jim Waki, Metropolitan Exposition - Recreation Commission Administrative Offices located at the Oregon Convention Center, 777 NE Martin Luther King, Jr. Boulevard, Portland, Oregon (for delivery) or P.O. Box 2746, Portland, Oregon 97208 (for mailing).

NOTE: If selected, 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 separate and apart from any other documents, and marked FORM "A", "B", "C", "D", and "E" 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.

2.5 Non-Discrimination

MERC prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation, or marital status. The Proposer will take affirmative action to assure that applicants are hired and that employees are treated accordingly.

2.6 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.

2.7 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.

2.8 Organization

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.

2.9 Site Conditions Examination

Proposers should determine for themselves all the conditions and circumstances affecting management and operation of the described peer-group and traffic security services and its cost by personal examination of the site(s), and by such other means as they may choose. A tour of the facilities will be conducted for interested parties on Friday, May 22, 1997. Proposers should be at the Oregon Convention Center MERC Administration Boardroom by 9:00 a.m. All questions regarding the agreement will be answered at that time only.

2.10 Legal Requirements

In performing the Contract, the Contractor shall comply in all respects with all applicable Federal, State, and Municipal constitutions, statues, charters, codes, ordinances, and MERC rules and regulations.

2.11 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 peer-group and traffic security services in accordance with the qualifications set out in these documents. MERC reserves the right, at any time during the selection process, to negotiate with any of the Proposers for the amount to be paid per hour for peer-group security personnel services.

2.12 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 target area, as defined in the Agreement under Scope of Services, the first opportunity for available jobs to economically disadvantage residents living in economically distressed neighborhoods in the immediate vicinity of the Convention Center 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.

2.13 Agreement for Peer-Group and Traffic Security Services

Proposer must be willing to sign the agreement for peer-group and traffic security services attached hereto, and, by proposing, agrees to the terms therein.

SPECIFICATIONS

SECTION 3.0 OF AGREEMENT PEER-GROUP AND TRAFFIC SECURITY SERVICES

DATE: _____

Contractor Responsibilities

The Contractor must be flexible in receiving and filling staff requests, advanced notification may be 24 hours. 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 events. This sheet shall be maintained at the designated entrance and all personnel must sign in and sign out with a designated MERC employee upon entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the 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 section, 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 standard at all times while under contract with MERC. No parking privileges are associated with this agreement.

Uniform

All personnel employed by the Contractor shall be clothed in a manner approved by MERC, matching uniforms, tee-shirts, blazers, etc., while on duty at the Metropolitan Exposition - Recreation Commission's (MERC's) facilities 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 promoters (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 facilities personnel with crowd ingress/egress.
5. Act as ushers, gate attendants, and/or elevator operators as appropriate to fulfill admissions staffing requirements.
6. Assist all patrons with any problems or direct them to the proper authority.
7. Secure all fire exits from unauthorized entry.
8. Act to prevent vandalism to the building and its equipment.
9. Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statute/ordinance.

10. Utilize only **limited** physical force in performing their duties and only when absolutely required to do so.
11. At no time utilize foul or obscene language towards a patron, employee, or tenant of MERC.
12. Cooperate fully with MERC personnel and local law enforcement officials.
13. 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.
14. Take a photograph of each and every person evicted from or arrested on MERC premises.
15. Provide traffic control and bus parking coordination on city streets as specifically requested by MERC personnel.

SECTION 4.0

MERC FIRST OPPORTUNITY TARGET AREA EMPLOYMENT AND MBE / WBE / ESB PROGRAM

4.0 Minority and Women-Owned Business Programs

MERC has made a strong commitment to provide maximum opportunities to Minority and Women-Owned Business Enterprises (MBE/WBE), and Emerging Small Businesses (ESB), including State of Oregon certified minority, women-owned, and emerging small business enterprises in contracting activities.

MERC extends Equal Opportunity to all persons and specifically encourages MBE's and WBE's to access and participate in this and all MERC projects, programs, and services.

MERC reserves the right, at all times during this agreement, to monitor compliance with the terms of this agreement and the MERC MBE/WBE/ESB outreach program.

4.1 MERC First Opportunity Target Area Designation, Definitions, and Employment

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

MERC First Opportunity Target Area:

North Boundary: Columbia Boulevard
East Boundary: 42nd Avenue
South Boundary: Banfield / I-84 Freeway
Northwest Boundary: Chautauqua Avenue to Willamette Boulevard to include:
Columbia Villa by designation (Portsmouth & Willis)
Willamette River and Greeley Avenue to Albina
Community. (Map of First Opportunity Area available upon
request.)

Economically Disadvantaged:

A resident of the target area who is unemployed and/or whose immediate income is less than the median income of the target area. This definition includes an annualization of income; current income if employed or previous twelve months if unemployed.

**PROPOSALS SHALL CONTAIN A STATEMENT CONFIRMING THE
BIDDER'S COMMITMENT TO AFFORD FIRST OPPORTUNITY
EMPLOYMENT OPPORTUNITY TO RESIDENTS OF THE TARGET AREA.**

REQUEST FOR PROPOSAL

FORM "A"

PROPOSER'S QUALIFICATIONS
PEER-GROUP AND TRAFFIC SECURITY SERVICES

PROPOSER'S:

Company Name: _____

Street: _____

City: _____, State: _____ Zip Code: _____

County: _____

State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Social Security Number: _____

Federal 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: _____

1. Is there any reason why you cannot do business in Oregon? _____

2. How many years has your organization been in business? _____

3. Is your business certified by the Executive Department of the State of Oregon as a MBE, WBE, or DBE? _____

4. Is your business based in Oregon _____? If not, is your business registered with the Oregon Department of Revenue per ORS 279 _____?

Date: _____

REQUEST FOR PROPOSAL

FORM "B"

REFERENCE QUESTIONNAIRE
PEER-GROUP AND TRAFFIC SECURITY SERVICES

Proposer's years of experience relating to peer-group and traffic security services as set out in the specifications:

Number of years: _____

Proposer's years of experience in providing peer-group and traffic security services on Proposer's present legal form of organizations, that is single proprietor, partnership or corporation:

Number of years: _____

REFERENCES:

1. Include the name of the facility, organization, or firm for which the services were provided.
2. Describe the sizes of the functions, or events, in terms of number of people attending and the names of the particular facilities or events for which the peer-group security services were provided.
3. Describe the circumstances when traffic security was provided. Include the number and types of vehicles as well as the traffic conditions and names of the facilities for which traffic services were provided.
4. 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
 6. exhibits / trade shows
 7. traffic management

5. Local manager's name and years of experience relating to:

a. Peer-group security services as set out in the specifications:

Name: _____ Years: _____

b. Traffic security services as set out in the specifications:

Name: _____ Years: _____

6. Give the approximate date of each service event, or period of service at a particular facility.

REQUEST FOR PROPOSAL

FORM "C"

**CERTIFICATION OF EQUIPMENT ON HAND
PEER-GROUP AND TRAFFIC SECURITY SERVICES**

Please list all equipment you presently own or have on order that will be used in the performance of the work to be contracted.

List anticipated date of delivery on ordered equipment.

DATED: _____

PROPOSER: _____

BY: _____

Authorized Agent

REQUEST FOR PROPOSALS

FORM "D"

**FINANCIAL PROPOSAL
PEER-GROUP AND TRAFFIC SECURITY SERVICES**

The undersigned Proposer hereby proposes to provide peer-group and traffic security services for the Metropolitan 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 \$ _____ per straight time-per-hour, per-person for peer-group security and/or the sum of \$ _____ per straight time-per-hour, per-person for traffic security.

DATED: _____

By: _____
Authorized Agent

Company: _____

Address: _____

Telephone: _____

FORM "E"

REQUEST FOR PROPOSALS

PEER-GROUP AND TRAFFIC SECURITY

CERTIFICATION OF COMPLIANCE, ORS 181.870
"REGULATION OF PRIVATE SECURITY SERVICE PROVIDERS"

PROPOSER: __ (Company) _____

Company Name: _____, certifies that the company and its employees will comply with the requirements of ORS 181.870, "Regulations of Private Security Service Providers" as terms and conditions under the contract awarded by the Metropolitan Exposition - Recreation Commission for Peer-Group and Traffic Security. Contractor agrees to notify MERC immediately if it or any of its employees are determined to be in non-compliance and promptly take corrective action to comply with the regulations and terms of MERC's contract requirements. Failure to meet the requirements of ORS 181.870 will be considered a breach of contract and may result in termination of contract without notice.

The Oregon Board on Public Safety Standard and Training is responsible for certification of private security officers and is the contact for questions regarding the regulation.

Company:

By: _____
Authorized Agent

Title: _____

Date: _____

SECTION 5.0
AGREEMENT
FOR PEER-GROUP AND TRAFFIC SECURITY SERVICES

THIS AGREEMENT IS MADE _____, 1997 to be effective _____, 1997, 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 proposal dated _____, 1997, which was accepted by MERC at its meeting on _____, 1997 (FORM "D").
3. Peer-Group and Traffic Security Services SPECIFICATIONS, prepared by MERC and dated _____, 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 \$ _____ per straight time-per-hour, per-person, for the peer-group security services and/or the sum of \$ _____ per 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. MERC will not be responsible to pay a four-hour minimum for peer/traffic security service.
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 _____, 1997 and ending on _____, 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, succor 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 copies 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 THEROF, 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, 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 _____, 1997.

CONTRATOR: _____

By: _____

Business License Number: _____

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