

Metropolitan Exposition-Recreation Commission

Resolution 01-08

For the purpose of approving the Bid documents and authorizing issuance of a Request for Bids for Armored Car service at the Oregon Convention Center, Portland Center for the Performing Arts, and Portland Expo Center. Service shall be for three (3) years beginning April 1, 2001. MERC will also reserve the right for two (2) one-year (1) extensions to the agreement.

WHEREAS, the day-to-day operation of MERC facilities require the handling of significant sums of cash; and

WHEREAS, it has been determined that the use of Armored Car service is economical and beneficial to the operations of the Oregon Convention Center, Portland Center for the Performing Arts, and Portland Expo Center; and

WHEREAS, it has been determined the provisions for these services are subject to MERC's formal bidding policy, and

WHEREAS, the Commission wishes to issue a Request for Bids for solicitation services from armored car service providers;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition – Recreation Commission approves the Request for Bids for armored car services attached hereto, and authorized staff to proceed with the solicitation of proposals pursuant to the Commission's policies and procedures.

Passed by the Commission on February 21, 2001.



Chair



Secretary-Treasurer

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



By: Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Authorizing Request for Bid for Armored Car Service

Resolution 01-08

Date: February 21, 2001

Presented By: Bryant Enge

BACKGROUND

The day-to-day operation of MERC facilities requires the handling of significant sums of cash. MERC has consistently utilized the services of armored car companies for the transportation of these sums to MERC's designated bank. MERC in the past, however, has not entered into any formal contract with an armored car service. In late 1999 staff engaged in discussion regarding such service and risk benefits of putting an armored car company under contract, thereby protecting MERC in case of loss, theft, or destruction of MERC's currency in the hands of an armored car service. In December of 1999 the decision to conduct informal request for bids for a two year armored car service contract was made. Options, including "piggy-backing" other Metro department's armored car contracts, were considered and found to be insufficient for MERC's needs. Services to be provided included transporting currency to MERC's bank, delivery currency from the bank, and replenishing MERC's Automatic Teller Machines (ATMs). With more that a year of negotiations with the company securing the lowest bid, an agreement has yet to be reached. Upon the advice of legal council, MERC has prepared a formal Request for Bid.

FISCAL IMPACT

Staff forecasts MERC expensed to be between \$70,000 and \$85,000 on armored car services during the next five years. The estimated number includes the future expansion of the Oregon Convention Center and the Portland Expo Center and the increase in services that these additions may produce.

RECOMMENDATION

Adopt Resolution 01-08

MERC Cover Letter

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting written bids for armored car services at the Oregon Convention Center, Portland Center for the Performing Arts and Portland Exposition Center. The successful bidder will be responsible for providing all services outlined in the attached Request for Bids packet. Terms of the contract shall be for three (3) years, with MERC-held options to extend for two (2) additional terms of one (1) year each. All bids are to be made using the attached Pricing Sheet. All bids are due into the MERC Administrative Office, Attn: Joe Barrett, at 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232, no later than 11:00 am pacific time on March 9, 2001. Any bids mailed or couriered must arrive in the MERC offices no later than 11:00 am pacific time on March 9, 2001. No faxed bids will be accepted.

PUBLIC CONTRACT

THIS AGREEMENT is entered into between the Metropolitan Exposition-Recreation Commission (MERC or "Customer"), whose address is P.O. Box 2746, Portland, Oregon 97208 and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR or Carrier."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

Duration

This agreement shall be, upon signature by all parties, effective April 1, 2001 and shall remain in effect until and including March 31, 2004 unless terminated or extended as provided in this Agreement. MERC also holds the rights to two (2) additional extensions of one (1) year each.

Scope of Work

CONTRACTOR shall provide all services specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. CONTRACTOR, in accordance with the Scope of Work, shall provide all services and materials in a competent and professional manner.

Payment

MERC shall pay CONTRACTOR for services performed in the amount(s) stated in Exhibit B - "Pricing Agreement". All payments shall be made by MERC within thirty- (30) days of receiving invoice from CONTRACTOR.

Insurance

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

- A. Contractor shall maintain broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability with a combined single limit of not less than ONE MILLION AND NO/100ths DOLLARS (\$1,000,000.00). Such policy shall name MERC, its agents, employees, and elected officials as additional insured. The policy must be endorsed with contractual liability coverage.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. MERC, its officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty- (30) days prior to the change

- C. CONTRACTOR shall maintain in force Workers' Compensation coverage as required by the State of Oregon under ORS 656.017. CONTRACTOR shall also maintain Employers' liability insurance, including bodily injury caused by disease with a limit of not less than ONE MILLION AND NO/100ths DOLLARS (\$1,000,000.00). Contractor shall require his subcontractor (if any) to maintain such insurance also.
- D. Contractor shall obtain, at contractor's expense, and keep in effect during the term of the contract, Employee Dishonesty and Inside/Outside Money and Securities coverage for MERC/Metro-owned property in the care, custody and control of the contractor. The limits shall be FIVE HUNDRED THOUSAND AND NO/100th DOLLARS (\$500,000.00) at the Portland Expo Center and Oregon Convention Center per event and TWO HUNDRED-FIFTY THOUSAND and NO/100th DOLLARS (\$250,000.00) at all remaining MERC facilities per event for Employee Dishonesty, Inside Money & Securities and Outside Money and Securities separately.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability described in this Article only if an express exclusion relieving said CONTRACTOR of this requirement is contained in the Scope of Work.

Indemnification

CONTRACTOR shall indemnify and hold MERC, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of CONTRACTOR'S designs or other materials by MERC and for any claims or disputes involving subcontractors.

Maintenance of Records

CONTRACTOR shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by CONTRACTOR for three years after MERC makes final payment and all other pending matters are closed.

Ownership of Documents

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this Agreement are the property of MERC, and it is agreed by the parties that such documents are works made for hire.

CONTRACTOR hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents.

Contractor's Ability to Enter into Binding Confidentiality Agreements

It may be necessary for CONTRACTOR to enter into confidentiality agreements with private entities in order to obtain information necessary for CONTRACTOR adequately to advise MERC in an economical fashion. Where contractor determines that it is necessary for it to enter into binding confidentiality agreements with private entities in order to obtain information in an economical fashion, MERC agrees that CONTRACTOR may enter into such agreements, and MERC agrees that it will have no right to require CONTRACTOR to violate any of the terms of such agreement.

Project Information

CONTRACTOR shall share all project information and fully cooperate with MERC, informing MERC of all aspects of the project including actual or potential problems or defects. CONTRACTOR shall abstain from releasing any information or project news without the prior and specific written approval of MERC.

Independent Contractor Status

CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall CONTRACTOR be considered an employee of MERC. CONTRACTOR shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. CONTRACTOR is solely responsible for its performance under this Agreement, the quality of its work, for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement, for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work, and for meeting all other requirements of law in carrying out this Agreement. CONTRACTOR shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.

Right to Withhold Payments

MERC shall have the right to withhold from payments due to CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from CONTRACTOR'S performance or failure to perform under this Agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

State and Federal Law Constraints

Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. CONTRACTOR shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

Situs

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

Assignment

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

Termination

This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving CONTRACTOR written notice 30 days prior to the intent to terminate, without waiving any claims or remedies it may have against CONTRACTOR. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

No Waiver of Claims

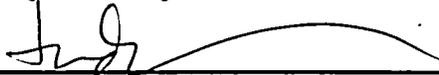
The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

Modification

Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

Metropolitan Exposition-Recreation Commission

By _____

By  _____

Title _____

Title _____

Date _____

Date _____

Scope of Work

- A. Contract shall provide armored car services, including pickup and delivery of currency and replenishment of automatic teller machines (ATMs) for the MERC facilities listed in attached Exhibit B - Pricing Agreement.
- B. Contract shall protect property and transport it to or from a bank or other location, as designated by MERC Contract Manager or his/her designee. Property shall include currency, coins, checks, and other things of value.
- C. CONTRACTOR shall not be required to wait in excess of ten (10) minutes for any pickup or delivery.
- D. CONTRACTOR shall furnish MERC with photographs and certified signatures of each authorized collector, and shall provide written notice in the event of revocation of such authority.
- E. CONTRACTOR'S possession of MERC's shipment shall begin only after an armed collector employed by CONTRACTOR signs a receipt for and receives said shipment into his physical custody; thereafter, CONTRACTOR'S possession of MERC's property terminates when an authorized teller at MERC's bank or authorized agent designated by MERC receives custody (i.e., physical possession or control) of the shipment, or signs CONTRACTOR'S route sheet or other receipt acknowledging delivery. CONTRACTOR'S possession of ATM replenishment shall terminate upon signature of designated MERC agent acknowledging replenishment fill. CONTRACTOR'S liability for the handling or protection of MERC's property arises and coexists solely with Contract's possession thereof.
- F. CONTRACTOR is responsible for resetting the counter located within an ATM upon the replenishment of each machine.
- G. CONTRACTOR shall keep in its possession the combination for MERC's ATM for the sole purpose of replenishment and/or any mechanical problems that may occur related to the cassette. CONTRACTOR shall also keep in its possession a second cassette for each MERC ATM for each in replenishment.
- H. When a delivery of a Shipment cannot be made for any reason, Carrier shall notify MERC and return the Shipment to MERC or to Carrier's vault for storage. Notification of such return shall be given to MERC by the end of the business day (5:00 p.m. pacific time).

- I. Any changes to the agreed schedule shall be initiated by MERC.
- J. On normal banking days, CONTRACTOR shall provide same-day delivery of MERC deposit to designated bank. In the event same-day delivery is not possible (i.e. late Saturday pickup, bank holiday), deposit shall be delivered to MERC designated bank on next available banking day.
- K. CONTRACTOR shall provide MERC's Contract Administrator with a list of holidays observed by armored car service.
- L. CONTRACTOR shall arrive within thirty (30) minutes of designated pickup, delivery, or replenishment time.
- M. CONTRACTOR shall phone MERC's Contract Manager if for any reason service will be late or if CONTRACTOR is unable to carry out service at specified time.
- N. Both MERC and CONTRACTOR shall agree upon in writing any amendments to this scope of work.

Facility Armored Car Schedule
Locations and Pricing Sheet

I. Pick up Deposit Bags

- a. Pick up deposit bags as scheduled below.
- b. MERC will place all Shipments in secured, sealed packages or containers that clearly and distinctly indicate the name and address of the consignor as well as the name and address of the consignee. MERC will clearly and distinctly se for the value of each Shipment on the outside of the sealed packages or containers. Carrier shall have the right to refuse to pick-up Shipments that are not securely sealed and marked.
- c. Deliver deposit bags to central cash vault of Facility specified bank.
 - i. MERC facilities use disposable poly deposit bags. Each office will label their bags.
- d. Carrier's possession of a Shipment begins after an authorized messenger of the Carrier signs a receipt for and receives said Shipment into his/her custody.
- e. Carrier's possession of a Shipment terminates when and as an agent or consignee designated by MERC receives physical custody of Shipment.

II. ATM/Cash Machine Replenishment

- a. Upon instruction from facility staff, Carrier will pick up cash order at central cash vault of specified bank.
- b. Armored car service prepared ATM/Cash Machine cassette in Armored car service vault.
- c. Deliver cassette to specified facility within thirty minutes of designated time.
- d. Deposit cassette in designated ATM/Cash Machine.

III. Currency Delivery

- a. Upon instruction from facility staff, Carrier will pick up cash order at a specified bank.
- b. Carrier delivers cash to requesting staff at specified facility within 30 minutes of designated time.

IV. Service Expectations

- a. Deliver the deposit bags to the central cash vault of the facility-designated bank the same day as picked up.
- b. Arrive at designated Facility within thirty (30) minutes prior to or after scheduled pickup or delivery time.
- c. Phone facility at specified number if for any reason service will be late or unable to carry out service at specified time.
- d. Written notification to MERC's Contract Administrator requesting an proposed changes in the established pickup or delivery times.

- e. Provide and maintain at each MERC location a list of names, signatures, and photographs of armored car employees assigned to pick up deposit bags at the location.
- f. Provide MERC's Contract Administrator with a list of holidays observed by armored car service.

V. Schedule and Pricing:

Portland Center for the Performing Arts (PCPA) –

Box Office

New Theatre Building
 1111 SW Broadway
 Portland, Oregon 97205
 (503) 248-4335
3:00 PM Tuesday, Thursday, Saturday Pick up

\$ _____/month

Aramark

New Theatre Building
 1111 SW Broadway
 Portland, Oregon 97205
 (503) 274-4244 or (503) 274-4305
On-Call Pick up

\$ _____/pick up

Aramark

Keller Auditorium
 222 SW Clay
 Portland, Oregon 97201
 (503) 274-4326
On-Call Pick up

\$ _____/pick up

ATM/Cash Machine

New Theatre Building
 1111 SW Broadway
 Portland, Oregon 97205
 (503) 248-4335
On-Call Replenishment

\$ _____/replenishment

ATM/Cash Machine

Arlene Schnitzer Concert Hall
 1026 SW Broadway
 Portland, Oregon 97205
 (503) 248-4335
On-Call Replenishment

\$ _____/replenishment

Portland Center for the Performing Arts (PCPA) – (continued)

ATM/Cash Machine

Keller Auditorium
222 SW Clay
Portland, Oregon 97201
(503) 248-4335
On-Call Replenishment

\$ _____/replenishment

Oregon Convention Center (OCC) –

MERC Administration

777 NE Martin Luther King Junior Boulevard, Third Floor
Portland, Oregon 97232
(503) 731-7800
2:30 PM Monday, Wednesday, Friday Pick up

\$ _____/month

MERC Administration

777 NE Martin Luther King Junior Boulevard, Third Floor
Portland, Oregon 97232
(503) 731-7800
On Call Delivery

\$ _____/delivery

Aramark

777 NE Martin Luther King, Junior Boulevard, Second Floor
Portland, Oregon 97232
(503) 731-7851
1:30 PM Tuesday and Friday Pick up

\$ _____/month

ATM/Cash Machine

777 NE Martin Luther King, Junior Boulevard, Second Floor
Portland, Oregon 97232
(503) 235-7575
On-Call Replenishment

\$ _____/replenishment

Portland Metropolitan Exposition Center (Expo Center) –

Administration/Aramark (Administrative Offices)

2060 North Marine Drive
Portland, Oregon 97217
(503) 736-5200
10:30 AM Tuesday Pick up

\$ _____/pick up

Portland Metropolitan Exposition Center (Expo Center) – (continued)

Aramark (Aramark Offices)

2060 North Marine Drive
Portland, Oregon 97217
(503) 736-5230
On-Call Pick up

\$ _____/pick up

Aramark (Aramark Offices)

2060 North Marine Drive
Portland, Oregon 97217
(503) 736-5230
Delivery

\$ _____/delivery

ATM/Cash Machines

#1, Hall E

2060 North Marine Drive
Portland, Oregon 97217
(503) 736-5200
On-Call Replenishment

\$ _____/replenishment

#2, Hall A

2060 North Marine Drive
Portland, Oregon 97217
(503) 736-5200
On-Call Replenishment

\$ _____/replenishment