



METROPOLITAN EXPOSITION
RECREATION COMMISSION



Non-Uniform Security Services Portland Metropolitan Exposition Center and Portland Center for the Performing Arts

RFP 11-1862

Metropolitan Exposition Recreation Commission

777 NE MLK Jr Blvd
Portland OR 97232

Project Manager

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Procurement Analyst

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503-797-1648

Notice is hereby given that proposals for RFP 11-1862 Non-Uniform Security Services at Portland Metropolitan Exposition Center and Portland Center for the Performing Arts shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until the end of the business day on May 9, 2011. It is the sole responsibility of the proposer to ensure that MERC receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and conditions.

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I. INTRODUCTION

The Metropolitan Exposition Recreation Commission (MERC), a department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 777 NE MLK Jr Blvd, Portland, OR 97232, is requesting proposals for Non-Uniform Security Services including peer security, traffic management, and other security services as described in OAR 259-060-001(9) at the Portland Metropolitan Exposition Center (Expo) and the Portland Center for the Performing Arts (PCPA). Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The selected Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of security personnel for either one or both 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 services provided shall consist of all equipment, materials, and labor as necessary to perform non-uniform security services in accordance with the proposal documents. The contractor shall be responsible for the direct supervision of all security personnel through its designated representatives at the MERC facilities where the services are provided. Security personnel may act as admissions personnel as required to fulfill event needs at PCPA and Expo.

III. PROPOSED SCOPE OF WORK/SCHEDULE

GENERAL

The selected Contractor must fill MERC's request for non-uniform security services on 24 hours notice. When assigning personnel to MERC facilities, Contractor must 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 Events Manager or designated representative's immediate needs and carry out appropriate assignments expeditiously. All personnel must be briefed and at their assigned posts at the scheduled work time. A typed personnel sign-in sheet with the name of each working person and their assigned location must be presented to 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 Contractor.

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 her 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.

The Contractor shall not allow any of its employees to carry any type of weapon, including, but not limited to: firearm; nightstick; 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.

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The Contractor must provide at the Contractor's expense, instant display (i.e. digital) cameras or devices with which the Contractor shall take photos of all persons trespassed by the Contractor's personnel. Each such photo must show all persons involved in the incident, including Contractor's personnel.

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 PCPA and Expo facilities (ingress and egress, fire exits, seating section, restrooms, concessions, first aid, offices, etc.).

The Contractor shall provide two-way portable radios, flashlights, parking cones, traffic barrels, traffic vests, flags, signage and other traffic management (e.g. public street or lane closure) equipment for use by non-uniform security personnel in accordance with State certification for traffic management. MERC will not be responsible to provide equipment for contractor to perform duties.

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

- Employee name
- Contractor Company name
- Photo of employee

The Contractor must comply with all Federal and State Equal Opportunity Employer Laws and must adhere to these laws at all times while under contract with MERC. Contractor shall be certified by the City of Portland as an Equal Employment Opportunity Affirmative Action Employer. No parking privileges are associated with this agreement.

UNIFORM

For easy identification, all personnel employed by the Contractor shall be clothed in a manner approved by MERC, i.e., matching uniforms, tee-shirts, blazers, etc., while on duty at the MERC facilities. Uniforms are to be provided by Contractor. MERC shall reserve the right to provide uniforms of its own choosing for utilization by the Contractor's personnel.

TRAINING

At the discretion of MERC, Contractor shall provide assurance that Contractor's employees are trained in the following:

- Crowd psychology, management and control techniques
- Customer service techniques
- Public relations
- Limited force ejection techniques
- Laws of arrest
- Familiarization with each named MERC facility
- MERC Rules and Regulations
- MERC Emergency Procedures
- Use of fire extinguishers
- Legal complaint procedures
- Court appearance and testimony
- Civil liability (Contractor & MERC)
- Visual inspection techniques
- Report writing
- CPR
- Bus parking and coordination

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- Current proof of flagger training or certification card recognized by the Oregon Department of Transportation
- Urban traffic management technique
- Oregon Liquor Control Commission training for alcohol management, monitoring
- Sexual harassment

Contractor's contingent of on-site employees will include the appropriate ratio of individuals who possess a current Department of Public Safety Standard and Training (DPSST) certificate stating that the individual is certified to perform security duties in the State of Oregon. Same employees must have participated in a background check as part of that certification process.

JOB DESCRIPTION / RESPONSIBILITIES

Non-uniform security personnel may be required to perform the following (not all-inclusive) functions at all named MERC facilities:

1. Conduct a pre-entry inspection of all patrons when required to do so by the MERC.

The pre-entry inspection may 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
- and / or other items identified by MERC

Any patron carrying a prohibited item shall be required to dispose of the item prior to entry subject to specific facility guidelines. Patrons not wishing to comply with the visual inspection requirement shall be refused entry into the facility.

2. Direct patrons to take the prohibited items not allowed by event promoters (e.g. cameras, recording devices, etc.) off site. At no time will valuable items be taken or stored by non-uniform security personnel. All questions are to be directed to the Event Manager/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 and arrest of any person violating state or local statute/ordinance.
10. Use only limited physical force in performing their duties and then only when absolutely required.
11. At no time use foul or obscene language towards a patron, employee, or tenant of MERC.
12. Personal appearance shall be professional and personal hygiene shall be neat, clean and unobtrusive. Jewelry must be kept to a minimum and no dangling earrings are permitted. Hair must be trimmed and combed/brushed in place (long hair should be tied back) and all equipment kept in serviceable condition.
13. Cooperate fully with MERC personnel and local law enforcement officials.
14. Prepare and submit to MERC on-site representative a written report on any incident when requested and/or to justify all arrests and be prepared to justify all evictions made in and around MERC facilities and truthfully

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testify in a court of law in regard to that arrest and/or eviction.

15. When requested, take a photograph of person(s) trespassed from or arrested on MERC premises.
16. Provide traffic control and bus parking coordination on city streets as specifically requested by MERC personnel.
17. Provide alcohol monitoring with valid, current permit from the Oregon Liquor Control Commission.

IV. QUALIFICATIONS / EXPERIENCE

Proposer must:

- Have experience in the operation and management of peer-group and traffic security services or comparable security services.
- Assign competent local manager with direct management experience in peer-group and traffic security services or comparable security services.
- Have a record of efficient, courteous, and satisfactory performance of previous contractual obligations as evidenced by references provided
- Be fully competent and be able to provide the necessary personnel directly supervised by proposer and properly equipped and trained to perform the duties required by MERC for non-uniform security including peer-group and traffic security. (For example, specific event labor forces of 45-50, with some exceeding 80 persons, are common at rock concerts.)
- Be able to effectively train adequate numbers of people for these types of services.
- Be able 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.
- Demonstrate ability to fulfill the terms and duration of this Public Contract as described here and in Attachment A.

V. PROJECT ADMINISTRATION

MERC's project manager, Joe Durr, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

2 hard copies and one electronic copy (either CD or thumb drive) of the proposal shall be furnished to MERC in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman, RFP 11-1862
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement MERC will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by MERC in evaluating the Proposal. All questions relating to this RFP should be addressed to Julie Hoffman, julie.hoffman@oregonmetro.gov. Any questions, which in the opinion of

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MERC, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. MERC will not respond to questions received after 3:00 pm on May 2, 2011.

D. Information Release

All Proposers are hereby advised that MERC may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro and MERC from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

F. MERC First Opportunity Target Area

Consistent with Oregon law, 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. Proposers 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 proposers. Also, proposers must document and report to MERC every six months on the implementation of these requirements.

North Boundary:	Columbia Boulevard
East Boundary:	42nd Avenue
South Boundary:	Banfield / 1-84 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 annualized income, current income if employed or previous twelve months if unemployed.

VII. PROPOSAL CONTENTS

The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Firm Capabilities: Complete and return Attachment D, Certification of Equipment on Hand; Attachment E, Financial Proposal; and Attachment F, Compliance with ORS 181.870 "Regulation of Private Security Providers."

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- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

MERC intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with MERC. The Contractor may not use a subcontractor and shall be responsible for the day-to-day direction and internal management of the Contractor effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in Section IV of this RFP. Complete and return Attachment B, Proposer's Qualifications and Attachment C, Reference Questionnaire.

- E. Cost/Budget: Complete and return Attachment E, Financial Proposal. This attachment includes the per-hour (regular, not overtime), per-person charge for proposed services.

- F. Diversity in Employment and Contracting:

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- FOTA Commitment - Include a statement confirming your commitment to afford first employment opportunity to the residents of the First Opportunity Target Area and adhere to the reporting requirements as outlined in Section VIII. F.

- G. Sustainable Business Practices

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee make up of your organization (part time workers, full time workers, temps, etc.) and the compensation structure. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory, if applicable Also include any policies regarding annual cost of living adjustments (COLA) to employee wages. Include details of any benefits that you offer your employees, such as: healthcare (including, medical, dental, prescriptions, preventive care, out-of-pocket policy, etc.), vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation subsidy, etc.

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- H. Exceptions to Public Contract Agreement and RFP: Carefully review the Public Contract Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; MERC shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit MERC to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. MERC reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of MERC before reimbursement of services can occur. 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, in which case the invoices are required at the time of service. If an invoice is not received by MERC within 48 hours (or the day of the event, in the case of on-site settlements), MERC shall not pay more than the documented final request. 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 2.1 of the Agreement Specifications are in conflict, the sign-in sheet shall control. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which MERC is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of MERC or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of MERC; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Performance Bond. Within seven (7) days of notification of award, the Contractor shall provide a \$10,000 Performance Bond.
- F. Equal Employment and Nondiscrimination Clause MERC, Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. MERC and Metro fully comply with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- G. Intergovernmental Cooperative Agreement Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public

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agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any proposer may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Any costs associated with the interview process will be borne by the Proposer. Award will be made to the highest ranked Proposer according to the evaluation criteria and interviews. If contract negotiations are unsuccessful with the highest ranked firm, MERC reserves the right to enter into negotiations with the next highest ranked Proposer.

- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.
 - 1. Special experience, technical capabilities, professional competence, and qualifications of the firm to be demonstrated by the following: **25 Points**
 - a. number of similar current client services;
 - b. number of years in this business;
 - c. references, minimum of 5;
 - d. financial stability.
 - 2. Training processes of Proposer's employees. **20 Points**
 - 3. Ability to fulfill terms of the contract to provide services as required in the Scope of Work. **20 Points**
 - 4. Cost of Services **20 Points**
 - 5. Diversity **10 Points**
 - a. Work Force Diversity
 - b. Diversity in Contracting
 - c. Diversity of Firm
 - d. Commitment to MERC FOTA Program
 - 6. Sustainable Business Practices **5 Points**
 - a. Environmental Impact
 - b. Support of local business and markets
 - c. Employee compensation structure

Total Points **100 Points**

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X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within five (5) business days of issuance of the notice of intent to award by MERC. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS – CONTRACT REQUIREMENTS

The attached Public Contract is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with MERC; it is included for your review prior to submitting a proposal. MERC shall consider exceptions and revisions included as part of a Proposal, but shall not be required to consider revisions proposed during contract negotiation. This contract shall be for a period of 3 years with the option to renew for two additional one year periods at the MERC's sole discretion. At its sole discretion, MERC may increase these rates each extension year at a rate not exceeding the Portland Metropolitan CPI Index.

ATTACHMENTS:

- Attachment A: Sample Contract
- Attachment B: Proposer's Qualifications
- Attachment C: Reference Questionnaire
- Attachment D: Certification of Equipment on Hand
- Attachment E: Financial Proposal
- Attachment F: Compliance with ORS 181.870

Attachment A: Sample Contract

Standard Public Contract



Expo and PCPA Security Services

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 20____ through and including _____, 20____.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, Metro, its agents and employees, 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 Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

Attachment A, Sample Contract

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

A. Broad form commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, its appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, its appointed 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.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

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.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Contract. Specifically, it is a condition of this contract that Contractor and all employers working under this Contract are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Contractor shall meet the MERC bond requirement of a \$10,000 Performance Bond for the entire contract period.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

Attachment A, Sample Contract

ARTICLE IX OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this Contract are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

ARTICLE X SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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 Contract or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIII INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated Contract between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR.

ARTICLE XIV JURISDICTION

Attachment A, Sample Contract

This Contract was entered into in the State of Oregon. This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

ARTICLE XV
SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XVI
BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XVII
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to any ARRA or other requirements associated with the grant funds used for this project, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVIII
COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original

ARTICLE XIX
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

CONTRACTOR

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment B, Proposer's Qualifications

NON-UNIFORM SECURITY SERVICES

PROPOSER'S:

Company Name: _____

Street: _____

City: 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? _____

Is your business based in Oregon ? _____

If not, is your business registered with the Oregon Department of Revenue per ORS 279

Attachment C, Reference Questionnaire

NON-UNIFORM 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** _____

Proposer's number of certified agents for peer-group and traffic security services as set out in the specifications. **Number of agents** _____

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. Provide minimum of five (5) references with whom your firm has provided services that may be contacted in regards to each of the following criteria, and include the date the services were provided:
 - a. Major rock concerts
 - b. Concert hall events
 - c. Promoters
 - d. Exhibits / trade shows
 - e. Traffic management
- 5 Local manager's name and years of experience relating to:
 - a. Peer-group security services per the specifications: **Name:** _____ **Years:** _____
 - b. Traffic security services as per the specifications: **Name:** _____ **Years:** _____

Attachment D, Certification of Equipment on Hand

NON-UNIFORM 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

Attachment E, Financial Proposal

NON-UNIFORM SECURITY SERVICES

The undersigned Proposer hereby proposes to provide non-uniform security services for the Metropolitan Recreation Commission (MERC) at the Portland Center for the Performing Arts and the Portland Exposition Center in accordance with MERC's Request for Proposals, Instructions to Proposers, and Non-uniform Security Specifications, for the sum of

\$ _____ per straight time-per-hour, per-person for **peer-group** security

\$ _____ per straight time-per-hour, per-person for **traffic** security.

\$ _____ per straight time, per-hour, per-person for **supervisor** services

Proposer certifies that his/her company 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 non-uniform security services.

Attachment F, Compliance with ORS 181.870

Proposer certifies that his/her company and its security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870, "Regulations of Private Security Service Providers" as terms and conditions under the contract awarded by MERC. 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 the termination of contract without notice.

Dated: _____

By: _____

(Authorized Agent)

Company: _____

Address: _____

Telephone: _____