

**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution No. 17-42**

For the purpose of approving the contract with Showcall Event Services for the Oregon Convention Center's "Audio Visual Temporary Staffing Services" and authorizing the General Manager of Visitor Venues to execute the contract.

**WHEREAS**, the Oregon Convention Center (OCC) provides production services to clients, including set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks; and

**WHEREAS**, OCC Production Services is a growing business line for OCC and an important aspect of client events; and

**WHEREAS**, the event industry creates an atmosphere of always changing client desires requiring the need for outside contractor services on short and as-needed basis; and

**WHEREAS**, long-term contracts provide OCC the ability to meet client needs and provide contract durations that allow contractors to become familiar with the building and OCC Production Services standards and procedures; and

**WHEREAS**, OCC Production Services staff are also able to observe contractor performance and over time, gain confidence that a service provider will meet client needs; and

**WHEREAS**, Metro issued a competitive solicitation in accordance with Division 47 of Metro's Local Contract Review Board Rules for "Audio Visual Equipment Rentals and Temporary Staffing;" and

**WHEREAS**, MERC received multiple responses to the solicitation including a response from Showcall Event Services and has executed contracts with various other vendors; and

**WHEREAS**, staff estimates that the contract with Showcall Event Services will exceed \$150,000 over the next five years in an amount not to exceed \$290,000.00; and

**WHEREAS**, staff recommend approval of this contract as it will be funded from the OCC Audio Visual budget, pending adoption each budget year through the contract term of October 20, 2022 and will generate net revenues for OCC.

**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission:

1. Approves the contract with Showcall Event Services, for an amount not to exceed \$290,000.00 for "Audio Visual Temporary Staffing Services" at the Oregon Convention Center in a form substantially similar to the attached exhibit A.
2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

Passed by the Commission on December 6, 2017.

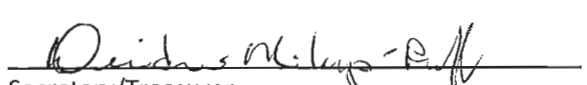
Approved as to form:

Alison R. Kean, Metro Attorney

By: \_\_\_\_\_

Nathan A. Schwartz, Sykes, Deputy Metro Attorney

  
Chair

  
Secretary/Treasurer

## MERC STAFF REPORT

**Agenda Item:** For the purpose of approving the contract with Showcall Event Services for the Oregon Convention Center's "Audio Visual Temporary Staffing Services" and authorizing the General Manager of Visitor Venues to execute the contract.

**Resolution No:** 17-42

**Date:** December 6, 2017

**Presented by:** Craig Stroud, Executive Director

**BACKGROUND:** The Oregon Convention Center (OCC) is one of the largest, most sustainable events facilities in the Pacific Northwest. Along with hosting space, the OCC provides production services to clients. Production services include set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks. Technical labor to set up, operate and remove equipment is an important part of these services. Production services is a growing business line for OCC and an important aspect of client events.

The event industry creates an atmosphere of ever-changing client needs. Due to the dynamics of live event production, OCC uses a pool of local service providers to deliver specialized services and to augment existing staff. Long-term contracts provide OCC the ability to meet client desires and provide contract durations that allow contractors to become familiar with the building and OCC Production Services standards and procedures. OCC Production Services staff is also able to observe contractor performance and, over time, gain confidence that a service provider will meet client needs.

Staff prepared and issued a Request for Qualifications (RFQ) to provide equipment and related services for event-based services. Staff issued the RFQ in accordance with MERC's purchasing and contracting rules and in compliance with Metro Policy and state of Oregon requirements. To communicate the opportunity, the RFQ was published on ORPIN and advertised broadly and with the intent of notifying COBID contractors via the Business Tribune, the Daily Journal of Commerce and the Skanner. Responders were required to provide their business demographics and summarize their community services participation. The RFQ asked each responder to provide specific types and approximate quantities of equipment available, a resume and a summary of experience working with event-based services.

MERC contracted with multiple responders to the RFQ, and the level of business expected to be transacted with Showcall requires the contract to be approved by the MERC Commission. More than ten other contracts, which are all below the MERC Commission approval threshold of \$150,000 per contract, have been signed with other businesses.

**FISCAL IMPACT:** Event services from Showcall will generate net revenues for OCC. OCC Production Services will invoice clients for specific event services provided, including those instances where Showcall provides the services as a subcontractor. OCC will pay associated subcontractor service fees from the OCC's annual event services operating budget, pending adoption each budget year through the contract term of October 20, 2022.

**RECOMMENDATION:** Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No 17-42, approve the contract award and written contract (attached) with Showcall Event Services, for the amount of two hundred, ninety thousand dollars and 00/100 (\$290,000.00) for the Oregon Convention Center's Audio Visual Temporary Staffing Services and authorize the General Manager of Visitor Venues to execute the contract.

# Standard Public Contract

MERC CONTRACT NO. 208045

## For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Showcall Event Services**, whose address is **3442-D SE 29<sup>th</sup> Portland, OR 97202**, 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 and the Show Call Event Services labor rate cut sheet attached hereto as Attachment B. 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 **December 6, 2017** through and including **December 5, 2022**.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **TWO HUNDRED NINETY THOUSAND AND 00/100<sup>TH</sup> DOLLARS (\$290,000.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

### 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, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses 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.

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## ARTICLE VI INSURANCE & BONDS

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

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. CONTRACTOR shall email Certificate of Insurance to [submitdocuments@oregonmetro.gov](mailto:submitdocuments@oregonmetro.gov). Certificate of Insurance shall identify the MERC contract number.

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

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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 Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

## ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

## ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to:

# Standard Public Contract

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MERC CONTRACT NO. 208045

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.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.



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## ARTICLE XI 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 agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

## ARTICLE XII 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 agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

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 XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, 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 XIV 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 agreement 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. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XVI: REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

# Standard Public Contract

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MERC CONTRACT NO. 208045

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

## ARTICLE XVII

### 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 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 Contractor 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 Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials \_\_\_\_\_.**

## ARTICLE XVIII

### 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.

## ARTICLE XIX

### ASSIGNMENT

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

## ARTICLE XX

### 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.

# Standard Public Contract

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MERC CONTRACT NO. 208045

ARTICLE XXI  
COUNTERPARTS

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

ARTICLE XXII  
DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Dan Nicholson  
Showcall Event Services  
3442-D SE 29<sup>th</sup> Ave.  
Portland, Oregon 97202  
503-233-8494 fax

To Metro: Metro Procurement Services  
600 NE Grand Ave.  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Natalia McDonough  
Oregon Convention Center  
777 NE Martin Luther King Jr., Blvd.  
Portland, Oregon 97232  
503-731-7806 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# Scope of Work – Attachment A

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MERC Contract No. 208045

## 1. Scope of Work

Contractor agrees to provide Temporary Audio Visual Staffing Services to Metro on an as-needed basis. Metro may at any time add additional positions, as needed. Contractor shall provide suitable persons to perform the function of Temporary Audio Visual Staffing Services, whose duties and qualifications appear below. Contractor agrees that no person whom Contractor provides will be considered as an employee of Metro, notwithstanding the probability that Metro may from time to time provide general direction to Temporary Audio Visual Staffing Services about the performance of their duties. Contractor agrees that it will so inform all persons provided by Contractor to perform as Temporary Audio Visual Staffing Services.

### **Duties and Qualifications**

Contractor shall provide the following:

- Recruit and select appropriate temporary audio visual staff.
- Provide highly trained temporary audio visual staff to perform various duties and specialized jobs as needed with minimum training and supervision from the Oregon Convention Center.
- Provide necessary training to temporary audio visual staff.
- Ensure temporary staff members have all certificates, licenses and endorsements needed to operate certain equipment or perform specific duties.
- Provide quick turn-around times in filling audio visual staffing requests.
- Replace temporary audio visual staff that don't meet required qualifications or work requirements.
- Ensure temporary audio visual staff do not divulge any proprietary information or reveal any trade secrets or pending agency projects to other agencies, business entities or the public.
- Ensure the professional display, attire and conduct of temporary audio visual staff adhere to Contractor's policies that are consistent with Metro human resource policies for contractors and/or vendors.
- Communicate all incidents or issues occurring at the Oregon Convention Center to Metro.
- Handle all payment of compensation owed to temporary audio visual staff including the provision of any and all benefits including workers compensation coverage and unemployment insurance.
- Transmit all reports, time sheets, financial statements or any supporting documentation to Metro in a timely manner.
- Report any discrepancies in service levels or failure in agreed performance to Metro in writing.

Contractor agrees, and will so inform those persons referred to Metro as Temporary Audio Visual Staff, that Metro's provision of personal protective equipment will not result in said persons being employees of Metro for any purpose.

### **Work Schedule, Staff Assignments**

Contractor shall provide Temporary Audio Visual Staffing during the following days and times:

Anytime temporary audio visual staff is needed, Sunday through Saturday. The number of Temporary Staffing Services provided will vary depending on Metro's needs. Metro reserves the right to alter this schedule including ending the workday early.

Metro reserves the right to request that contractor remove the services of any Temporary Audio Visual Staff who, in Metro's opinion, has failed to demonstrate the skills and ability necessary to perform the duties of the Temporary Audio Visual Staffing Services. Contractor shall so inform all individuals that it refers as Temporary Audio Visual Staffing Services.

## Scope of Work – Attachment A

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MERC Contract No. 208045

### Management Services

The Contractor agrees to provide overall managerial and personnel management services necessary to the performance of this contract, including the recruitment and selection of sufficient personnel in each of the job categories to maintain a pool of qualified workers that will be continuously available to Metro, to be responsible for the evaluation, discipline, hiring and firing of such personnel, and to perform sufficient proficiency testing, and background and reference verification to assure the qualifications of the workers to be provided under this contract. The Contractor further agrees that it retains the right to control the terms and conditions of the employment of the Temporary Audio Visual Staff referred to Metro. The Contractor shall assume all legal responsibility as the employer of the temporary audio visual service employee, including payment of wages, benefits and other compensation due to such persons and compliance with all Federal and State payroll tax requirements.

The Contractor shall assume all responsibility for the personnel administration of all temporary audio visual service employees. This shall include but not be limited to the following:

- Payroll and related forms.
- Payment of social security and withholding taxes.
- Benefits, if applicable.
- Worker's compensation.
- Unemployment insurance.
- Other costs required by law or ordinarily furnished by the Contractor.
- Computation of all payroll records and expenses and release of paychecks to employees.
- Provide all W-2 forms as appropriate to employees.
- Provide general liability insurance for each employee as required.
- All personnel shall be selected and furnished by the Contractor.
- Develop a performance monitoring system to insure reliability of each temporary employee.

### Unsatisfactory Personnel

The Contractor shall remove all unsatisfactory personnel immediately upon notification. Metro shall not be billed for the unsatisfactory employee's hours if notice is given to the contractor by phone or in writing within four hours after employee reports to the assignment.

### Guarantee

The Contractor will guarantee that any employee provided for temporary audio visual personnel services is qualified to fill the position specified and will perform in an efficient professional manner. If the temporary audio visual personnel fail to perform in a satisfactory manner, Metro will not be charged for such services.

### Response Time

The Contractor will provide the services requested within four hours when possible and in all cases within 24 hours from the time of the request. This response shall indicate whether or not the contractor can fill the request. A negative response allows Metro to seek services from an alternate source. The Contractor shall, upon request, provide written response of inability to fill a specific request for service. A positive response indicates the Contractor will fill the request but does not necessarily indicate the particular employee has been located and assigned.

### Criminal History Check

Contractor shall run a background check and screen each temporary service employee before that employee will be allowed access to Metro's facility or be authorized to perform any Services under the Contract. The Contractor shall establish verification by requiring that the applicant, as a condition of employment with

## Scope of Work – Attachment A

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MERC Contract No. 208045

Contractor apply for and receive a criminal history check from the Oregon State Police Identification Services Section, or an appropriate State/Federal Security Agency.

### **Media Disclosure**

The Contractor shall not provide any information to the media regarding this Price Agreement without first consulting with Metro. The Contractor shall contact Metro immediately when any media contact occurs. Metro will assist the Contractor with an appropriate follow-up response for the media.

## **2. Payment, Billing and Terms**

For all work requiring time and a half pay under ORS279.334, Contractor shall add only the actual amount of the overtime wage to the bill rate.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of labor provided and expenses incurred during the billing period, and will not be submitted more frequently than once a month.

Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.



3442-D SE 29th Portland, OR. 97202  
Phone: (503) 517-0160 Fax: (503) 233-8494  
www.showcallservices.com

**Labor Rate Cut Sheet**

<b>Position</b>	<b>Rate</b>	<b>Per</b>
Stage Hand	\$24.65	Hour
Truck Loader	\$27.65	Hour
Down Rigger	\$34.75	Hour
Up Rigger	\$45.00	Hour
Fork Operator	\$28.75	Hour
Camera Operator	\$46.50	Hour
Crew Lead/Steward	\$38.00	Hour
Runner	\$225.00	Day

All rates are inclusive of all Fee's and Tax's. All employees are covered under Workers Comp and \$ 2 Million General Liability while on the job site. A Crew Lead is required on all calls of 7 or more employees this can be a working lead for calls up to 12 anything above that he is more of a steward. This gives you someone to coordinate with and us someone to track hours, breaks and such.

All calls require a 4 hour minimum per call if there is more than a 2 hour lapse between call times it is considered a new call. All call's over 10 hours straight time should have 1 meal provided. Overtime is after 12 hours in a single work day or 40 hours in a work week. Breaks should be given in a timely manner preferably 1 after every 2.5 hours worked.

Transportation is covered within 45 minutes of our office. Any travel time beyond 45 minutes will be billed at ½ whatever the total drive time is i.e. 2 hours extra drive time will be 1 hour paid travel time as well as a mileage charge to cover the vehicle.

Per Diem will be required on any job where the employee is required to stay out of town overnight. Standard is \$35.00 per day although in some cases if it is in a city with a higher cost of living rate could be adjusted.