

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-32

Approving Bid Documents and authorizing issuance of a Request for Bids for Temporary Industrial Labor Services for the purpose of provision of temporary industrial labor for janitorial and light industrial work at Oregon Convention Center, PCPA, EXPO Center & Civic Stadium for one year beginning July 1, 1994 with option to renew for one additional year.

The Metropolitan Exposition-Recreation Commission finds:

1. That light industrial temporary labor utilization has been economically advantageous to the operation of the PCPA, OCC and Civic Stadium under the management tenure of the MERC.

2. That it has been determined that provision of these temporary labor services are subject to the formal bidding policy as established by MERC Resolution.

3. That the Commission desires to continue to utilize temporary labor for janitorial and light industrial labor work at the PCPA, OCC, Expo and Civic Stadium.

4. That the Commission wishes to issue a Request for Bids for solicitation of these services from a Temporary Employment Service.

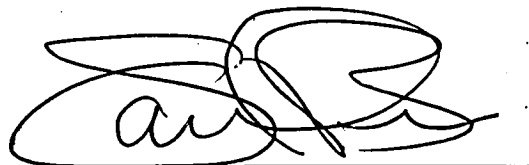
5. That approximately \$100,000 is budgeted in the 1994/95 fiscal year budget for provision of janitorial and light industrial temporary labor services.

BE IT THEREFORE RESOLVED:

1. That the Metropolitan Exposition-Recreation Commission approves the Request for Bids. Bids are due June 30, 1994, for solicitation of the services of a Temporary Employment Service to provide janitorial and light industrial labor for utilization at the OCC, PCPA, EXPO and Civic Stadium as scheduled and directed by staff.

2. That the Commission authorizes the Purchasing Coordinator to release and advertise said Request for Bids pursuant the Commission's Purchasing Policies and Procedures.

Passed by the Commission on June 8, 1994



Chairman



Secretary/Treasurer

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

By:



Mark B. Williams
Senior Assistant Counsel

MERC Staff Report

Agenda/Item Issue: Invitation for Bids for Temporary Industrial Labor for MERC Facilities

Resolution No. 94-32

Date: May 26, 1994

Presented By: Jim Waki

BACKGROUND:

Enclosed for your review is an IFB document for soliciting a Temporary Employment Agency to provide Temporary Laborers to perform "light industrial" work at the various MERC facilities. This IFB is patterned after the previous contract/IFB which restricted award to one agency in order to take advantage of volume discounts and to ensure consistency of laborers. The current contract expires June 30, 1994.

FISCAL IMPACT:

With the transition of the Memorial Coliseum, MERC's volume of temporary labor requirements was greatly reduced (from over \$400,000 a year to approx. \$100,000 a year). By consolidating all of MERC's temporary labor requirements we hope to be able to have a sufficient number of Temporary Agencies compete for the business which will keep this cost reasonable.

RECOMMENDATION:

Staff is asking for Commission approval of the IFB to be issued.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

INVITATION FOR BIDS

FOR

TEMPORARY PERSONNEL SERVICES
Invitation for Bid No. 94-32

BIDS DUE 2:00pm June 30, 1994

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting sealed written bids for the purpose of providing temporary personnel services described in these specifications.

Bids will be received until the hour of 2:00pm, Pacific Daylight Savings Time, June 30, 1994, at the MERC Administration Offices, located on the Holladay Street side of the Oregon Convention Center, 777 NE Martin Luther King Blvd., Portland, Oregon 97232 (or mailed to P.O. Box 2746, Portland, Oregon 97208), at which time the names and addresses of the Bidders submitting bids will be read publicly. BIDS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

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Questions regarding this IFB should be referred to Jim Waki at (503) 731-7839.

INSTRUCTIONS TO BIDDERS

BIDS, IN ORDER TO RECEIVE CONSIDERATION, MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS, GENERAL TERMS AND CONDITIONS.

SECTION 1- OVERVIEW

1.1 Overview of the Metropolitan Exposition-Recreation Commission

The MERC manages the Portland Civic Stadium, Exposition Center, Oregon Convention Center and the Portland Center for the Performing Arts.

The MERC requires temporary industrial personnel services on an as-needed basis. Services required may include provision of Temporary Labor Personnel for performance of "light industrial tasks" including, but not limited to general cleaning, set-ups and tear-downs of events which entails manual moving of tables, chairs, flooring sections, etc. and minor maintenance assistance such as assisting staff in functions such as painting and repair work. These services will be utilized on an as needed basis to be dictated by advanced scheduling. Services will be required during any shift on any day. However most MERC labor utilization will occur during daytime hours with occasional midnight to 8:00 a.m. requirements due to event schedules and during any given number of consecutive or non-consecutive days. Civic Stadium labor utilization normally occurs during the months of February through November. The number of Temporary Laborers generally scheduled for any given shift will normally vary from one through thirty.

The MERC anticipates entering into a nonexclusive contract with one qualified temporary agency for the purpose of assuring the consistency of labor provided and allowing for the maximum possible volume rate. (This does not however, preclude the MERC from utilization of a back-up service for the purpose of establishment of a second experienced Agency for the supply of consistent labor). The contractor agrees to supply temporary personnel to meet MERC's requirements during the term of the contract (1 Year), at the rates accepted by the MERC, as a result of the bidding process. The MERC's requirements for temporary industrial labor cannot be predetermined, and therefore, the MERC does not guarantee any minimum or maximum amount or the duration of services, and further reserves the right to use temporary labor from other agencies at it's option for any and all services as the MERC may deem necessary, including industrial labor. During the fiscal year 1993 through 1994, the MERC expended approximately \$100,000 for temporary labor.

The MERC requests bids in the form of hourly rates to be billed to the MERC from qualified and experienced temporary labor agencies to meet the requirements for provision of Temporary Industrial Laborers. The lowest hourly rate will be the determining factor in contract award to the bidder who had complied with all the requirements of this specification.

There will be a voluntary pre-bid conference on June 17, 1994, 10:00 a.m. at the Oregon Convention center MERC Commission Board Room. The conference is not mandatory, however, it will be helpful to obtain an overview of the intended labor utilization and any information relating to scheduling and accessibility.

SECTION 2-GENERAL REQUIREMENTS

2.1 Invitation for Bids (IFB)

The MERC requests bids for temporary personnel services.

This IFB sets forth the minimum requirements that all bids shall meet. Failure to submit bids in accordance with this IFB shall render the bid nonresponsive. All communications pertaining to this IFB should be directed to MERC Administration, P.O. 2746, Portland, Oregon 97208; Attention: Jim Waki, Purchasing/Contracts Coordinator.

2.2 Changes to IFB

The MERC has the right to modify, revise or cancel this IFB. Changes shall be made by written addendum and issued to all prospective proposers listed on the MERC's bidder list for this IFB.

2.3 Bid Form and Content

Bids should be clear and concise and address all topics in this IFB. The MERC shall not be liable for any expense incurred in the preparation of bids. Bids must conform to the following format:

Part 1 - Bid Form - Cost

The Bid Forms contained in Section 6 of this IFB (Forms 6.1-6.3) must be completed and included in Part I of the Bid. On Form 6.1, Bidders must quote maximum hourly rates for the personnel category listed in in Section 4. Bidders must also state any additional cost to the MERC. The MERC will not pay any cost that is not clearly stated in the Bid. Prices quoted may not be increased during the term of the contract.

Bidders should indicate whether there is any firm policy regarding "hiring away" by the MERC of assigned temporary personnel and length of employment criteria if applicable.

Part 2 - Responsibility

Bidder shall clearly identify its role and qualifications. Bidders shall provide an overview of its organization, its size and experience, major clients and references, area of expertise, and other matters that Bidder feels would assist the MERC in the evaluation process.

Part 3 - Qualifications of Personnel

Bidders shall be capable of providing personnel with skills in all of the classifications listed in the Scope of Services, Section 4. Bidders should describe the minimum qualifications of personnel who will be assigned to work at the MERC in the following capacity:

Industrial Laborer

Bidders should outline the screening procedure that it will use to determine qualifications of personnel.

2.4 Submission of Bids

Three (3) copies of the Bid documents along with a cover letter must be received no later than 2:00 p.m., Pacific Daylight Savings Time, June 30, 1994:

MERC
Jim Waki
MERC Administration/Holladay Office
Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97208

Or mailed to: MERC
Attn: Jim Waki
P.O. Box 2746
Portland, Oregon 97208

NOTE: BIDS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

To ensure proper identification and handling, mark the bid "IFB 94-32" on the lower left hand corner of the envelope.

2.5 Cancellation/Rejection of Bids

The MERC reserves the right to cancel this IFB at any time without liability prior to execution of the contract by the MERC and to reject any and all proposals in the best interest of the MERC.

2.6 Validity Period and Authority

Bids shall be considered valid for a period of sixty (60) days and shall contain a statement to that effect. The Bid shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the company contracted during the period in which the proposal will be evaluated.

2.8 Non-Discrimination

The Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. The Bidder will take affirmative action to assure that applicants are hired and that employees are treated equally without regard to race, color, religion, gender or national origin. Such affirmative action shall include, but not be limited to, the following:

Employment upgrading; demotion or transfer; recruitment advertising; lay-offs or termination; compensation; selection for training.

2.9 MBE/WBE Program Requirements

MERC is committed to provide maximum opportunities to State of Oregon certified Minority Business Enterprises (M.B.E.) and Women Business Enterprises (WBE) in contracting activities. In the procurement of any subconsultants and subcontracting that may result from contract award the Bidder will be required to meet the requirements of the Metropolitan Exposition-Recreation Commission's MBE/WBE Business Utilization Program as contained in the MERC's Purchasing Policies.

The MERC prohibits any sub-consultant or subcontractor selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a sub-consultant, the prime proposer shall not sign up a sub-consultant on an exclusive basis. The producer must assume responsibility for any sub-consultant work and be responsible for the day-to-day direction and internal management of the producer's efforts.

The MERC reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this agreement and the MERC's MBE/WBE Business Utilization Program.

Bidder's failure to comply with the requirements of the MERC's MBE/WBE Business Utilization Program will constitute a non-responsive proposal and will not be considered. Failure on the part of the successful Bidder to carry out the applicable provisions of the program shall constitute a breach of contract, and, after notification by MERC, may result in termination or such other remedy as the MERC deems appropriate.

2.10 MERC First Opportunity Target Area Designation and Definitions:

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

MERC First Opportunity Target Area :

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

Qualified Applicants:

Applicants who meet the Bidder's minimum requirements for education, experience, and skills or who are able to meet these requirements within a reasonable time period (as negotiated with the Bidder) with training provided by the Bidder or by a provider.

Economically Disadvantaged:

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

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

SECTION 3 - EVALUATION OF PROPOSALS

3.1 Evaluation Procedures

Cost will be the determining factor in making contract award. Contract will be awarded to the lowest responsive Bidder.

In the event the evaluation committee requires additional information, the committee may submit to Bidders additional questions regarding the Bids. Bidders should be prepared to respond either in writing or by interview as required by the committee.

When evaluations have been completed, Bidders may be requested to submit "Best and Final Offers". The MERC reserves the right to award the contract upon review of submitted written Bids.

The MERC reserves the right to determine any Bid outside the competitive range. The MERC also reserves the right to cancel this IFB, without liability, at any time prior to contract execution.

SECTION 4 - SCOPE OF SERVICES

4.1 Scope

Bidder must be able to supply the MERC with qualified, capable people, able to work as "light industrial laborers."

4.2 Experience

Temporary employees supplied to the MERC for industrial work shall have had janitorial and other related physical labor experience.

4.3 On-Call Requirements

Bidders must be able to provide a minimum of three (3) people to the MERC, within one (1) hour of request.

4.4 Term

The term of the contract shall commence upon execution and end on June 30, 1995. MERC shall have the option to renew the contract for one (1) year under the same terms and conditions. The contract rate in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon at the time of renewal.

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and _____ (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1995 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rate in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's IFB and Contractor's Bid are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. Any conflict or discrepancy between any document herein incorporated by reference shall be resolved in accordance with the order of precedence hereinafter enumerated:

- First: This Contract and mutually agreed upon modifications
- Second: The MERC' IFB
- Third: Contractor's Bid

The Contract documents as above described constitute the entire agreement between the parties with respect to the services to be provided supersedes all prior negotiations, representations or agreements.

3. Contractor Identification

Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

4. Compensation

The MERC agrees to pay Contractor \$_____ per hour for the services described in the Contract document. Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the

agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

5. Contractor is Independent Contractor

A. Contractor shall be an independent contractor for all purposes and shall be entitled to no other compensation other than the compensation provided for under Paragraph 4 of this Contract.

B. Contractor acknowledges responsibility for liability arising out of its performance of this Contract and shall hold the MERC harmless from and indemnify the MERC for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting directly or indirectly from the Contractor's negligent acts or omissions. The MERC may require Contractor to provide proof of insurance in an amount not less than the MERC's maximum liability under the Oregon Tort Claims Act, to assure indemnification.

C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime.

6. Termination

Convenience

A. The MERC may terminate this Contract, in whole or in part, at any time by 30 days written notice to the Contractor. Contractor shall be paid for work performed up to the time of termination.

B. Contractor shall submit its termination claim within 30 days of the effective date of termination. The claim must itemize the cost of and expenses for work performed up to the time of termination.

Default

A. The MERC may terminate this Contract for default by Contractor. Contractor is in default if it has materially breached this Contract and has not remedied the breach within three (3) days of Contractor's actual knowledge of the breach, or within such period as stated in MERC's written notice of the breach to Contractor. Material breach includes, but is not limited to, Contractor's failure to provide services within four (4) hours of request by the MERC's staff or failure to pay temporary personnel assigned to the MERC on

time. The parties agree that the MERC shall retain the exclusive right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. The parties agree that the MERC shall retain the exclusive right to demand performance which is in all ways satisfactory to it, and that the MERC shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the MERC shall have the right to terminate this agreement and all rights and obligations hereunder.

7. Workers' Compensation Coverage

Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees, either as a direct responsibility employer as provided by ORS 656.407 or as a contributing employer. Contractor agrees to maintain workers' compensation insurance coverage for the duration of this agreement. Failure to maintain workers' compensation insurance coverage at all times during the term of this agreement shall be cause for immediate termination of this agreement.

In addition to any liability insurance certifications required by the Contract, the Contractor shall provided to the MERC within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes issued by an insurance company satisfactory to the MERC. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without sixty (60) days advance written notice to the MERC.

8. Subletting or Assigning of Contracts

Contractor agrees that it shall not assign, sell, transfer or sublet its rights or delegate its responsibilities under this Contract in whole or in part without written consent of the MERC.

9. Law of Oregon

This Contract shall be governed by the laws of the State of Oregon. The Contract provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

10. Discrimination Prohibited

In performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Bids regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.

C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.

D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

12. Notices

Notices by the Contractor to the MERC regarding this agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the Purchasing Coordinator, P. O. Box 2746, Portland, Oregon 97208.

Notices by the MERC to the Contractor hereunder shall be sent to:

13. Requirements Contract

This is a requirements contract. Contractor shall provide services as necessary to meet the MERC's requirements. The estimates shown on the Bid Form are estimates of the MERC's annual requirements. The MERC does not warrant that it will require any particular level of services from Contractor, and the MERC is not obligated to purchase services of the type covered by this Contract exclusively from Contractor.

14. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:

Name

By


Title

Social Security or Federal ID No.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:



Chair



Secretary-Treasurer

APPROVED AS TO FORM:



Metro Assistant Senior Counsel

SECTION 6 - BID FORM No. 1 of 3
IFB 94-30

6.1 Statement of Qualifications and Quotes

Name of Bidder _____

Address _____

1. Is there any reason why you cannot do business in Oregon? _____
2. How many years has your organization been in business? _____
3. Is your business certified by the Executive Department of the State of Oregon as a MBE, WBE or DBE? _____
4. Attach narrative addressing topics outlined in Section 2.3.

The Bidder agrees to provide temporary personnel with skills as required for the following classification, as defined in Section 4, Scope of Services of this RFB, at the following proposed billing rate or rates.

<u>Classification</u>	<u>Proposed Rate</u>	<u>Valid Through (Dates)</u>
Industrial Laborer	\$ _____/Hr.	____/____ - ____/____
	\$ _____/Hr.	____/____ - ____/____

SECTION 6 - PROPOSAL FORM No. 2 of 3
IFB 94-30

6.2 References of Prior Industrial Labor Services

1. Company Name _____
Contact _____
Address _____
City/State/Zip _____
Telephone _____

2. Company Name _____
Contact _____
Address _____
City/State/Zip _____
Telephone _____

3. Company Name _____
Contact _____
Address _____
City/State/Zip _____
Telephone _____

4. Company Name _____
Contact _____
Address _____
City/State/Zip _____
Telephone _____

SECTION 6 - PROPOSAL FORM No. 3 of 3

IFB 94-30

6.3 Signature Requirement

SIGNATURE FOR SOLE PROPRIETORSHIP

Name of Company

Address

City/State/Zip

Signature of Individual

Telephone

SIGNATURE OF PARTNERSHIP

Name of Partnership

Address

City/State/Zip

Telephone

Names of Partners (1)

(2)

(3)

Signature of One Partner

SIGNATURE OF CORPORATION

Name of Corporation

State of Incorporation

Signature of Corporation Officer/Agent

Telephone

Name of Local Representative

Mailing Address

City/State/Zip

Telephone

CONTACT PERSON

Please Print

Telephone