

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 98-31

For the purpose of accepting bids and authorizing the General Manager to execute, on behalf of the Commission, individual, non-exclusive contracts for Temporary Industrial Labor Services to provide janitorial and light industrial work at the Oregon Convention Center, Portland Center for the Performing Arts, Civic Stadium and the Portland EXPO Center spanning three (3) years beginning July 1, 1998 through June 30, 2001.

The Metropolitan Exposition-Recreation Commission finds:

WHEREAS, on May 13, 1998 the Commission approved and directed the issuance of a Request for Bids for Temporary Light Industrial Services and;

WHEREAS, on June 3, 1998, the Commission staff received and publicly read Invitation for Bids for Temporary Industrial Labor Services and;


WHEREAS, the bids were evaluated by staff based upon the criteria established in the Invitation for Bids and;

WHEREAS, the staff recommends the selection of Superior Staffing Services, Employers Overload Temporary Services and Instant Labor to provide temporary light industrial labor services;

BE IT THEREFORE RESOLVED that the Commission selects Superior Staffing Services, Employers Overload Temporary Services and Instant Labor as providers of temporary light industrial services and authorizes the General Manager to execute, on behalf of THE Commission, contracts for temporary light industrial services with Superior Staffing Services, Employers Overload Temporary Services and Instant Labor to commence July 1, 1998 and conclude June 30, 2001 in substantially the same form as the attached Exhibit A.

Passed by the Commission on June 10, 1998.


Chair


Secretary-Treasurer

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


BY: 
Kathleen Pool
Senior Assistant Counsel

EXHIBIT A

METROPOLITAN EXPOSITION-RECREATION COMMISSION

AGREEMENT FOR SERVICES

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, 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, 2001 unless sooner terminated under the provisions hereof.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's RFB 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 resolve in accordance with the order of precedence hereinafter enumerated:

First:	This Contract and mutually agreed upon modifications
Second:	The MERC's RFB
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 and supersedes all 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 for the services described in the Contract document as follows: Year One \$ _____/HR, Year Two \$ _____/HR, Year Three \$ _____/HR. 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 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 or upon receipt of notice from MERC. 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 in a timely fashion. The parties agree that 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 right 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 provide 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 and adhere to the following MERC employment policy in its recruitment and employment practices. It is the policy of MERC to ensure that Equal Employment Opportunities and practices exist for all applicants and employees without regard to their race, color, religion, national origin, sex, age marital status, Vietnam Era Veteran or disabled veteran status, disability for which reasonable accommodation can be made, sexual orientation or familial status. 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. Minority and Women-Owned Business Program

A. 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 & 200.

- 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 MERC First Opportunity Target Area 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 MERC, First Opportunity Target Area 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 Technician, P.O. Box 2746, Portland, Oregon 97208.

Notices by the MERC to the Contractor at the Address specified.

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.

Name _____

Chair

Secretary-Treasurer

Social Security or Federal ID No.

Metro General Counsel

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of bids for Temporary Industrial Labor for MERC facilities and execution of contracts with successful bidders.

Resolution No. 98-31

Date: June 10, 1998

Presented By: Mark B. Williams
Joe Barrett

BACKGROUND: At the May 13th meeting the Commission approved the Request for Bid documents for Temporary Industrial Labor for the MERC facilities. The bid documents were subsequently distributed by staff to interested bidders and also to State of Oregon Certified Qualified Rehabilitation Facilities (QRFs.) Seven bids were received with one formal decline to bid. Staff evaluated the bids for compliance to the bid document's Scope of Work and then identified the three lowest qualified bidders. Staff has also arranged to meet with a QRF provider to discuss a contract agreement with them and expects to return to the Commission in July with a staff recommendation on a QRF contract.

The three lowest bidders are:

Superior Staffing Services

Year one: 8.29/hr
Year two: 8.29/hr
Year Three: 8.29/hr

Employers Overload

Year one: 8.84/hr
Year two: 9.15/hr
Year three: 9.47/hr

Instant Labor

Year one: 9.58/hr
Year two: 9.58/hr
Year three: 9.58/hr

FISCAL IMPACT: In fiscal year 1998/99 the MERC facilities have budgeted a combined \$ 212,000 for Temporary Industrial Labor Services. Future years are expected to have similar amount budgeted.

RECOMMENDATION: Staff is recommending the Commission accept the bids of Superior Staffing Services, Employers Overload Temporary Services and Instant Labor and direct the General Manager to execute contracts with each to go into effect July 1, 1998 and run through June 30, 2001.