

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 98-39

For the purpose of approving the bid documents and authorizing staff to issue the Request for Bid-Janitorial Labor Services to provide supplementary janitorial labor at the Portland Metropolitan Exposition Center.

The Metropolitan Exposition-Recreation Commission finds:

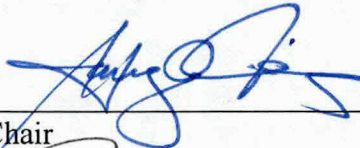
WHEREAS, provisions for janitorial labor services are subject to the MERC's formal bidding policy and;

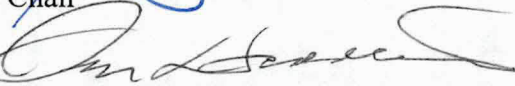
WHEREAS, as needed janitorial labor service is economically advantageous to the operation of the Portland Metropolitan Exposition Center and;

WHEREAS, MERC desires to continue utilizing supplementary janitorial labor service.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the Request for Bid-Janitorial Labor Services, attached as Exhibit A, and authorizes staff to proceed with the solicitation of bids.

Passed by the Commission on August 19, 1998.



Chair


Secretary-Treasurer

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

BY: 
Kathleen Pool
Senior Assistant Counsel

METROPOLITAN EXPOSITION-RECREATION COMMISSION

REQUEST FOR BIDS

FOR

JANITORIAL LABOR SERVICES

at the

Portland Metropolitan Exposition Center

BIDS DUE 2:00PM SEPTEMBER 9, 1998

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting sealed written bids for the purpose of providing janitorial labor services at the Portland Metropolitan Exposition Center (Expo Center) as described in these specifications.

Bids will be received until the hour of 2:00pm, September 9, 1998, at the Portland Metropolitan Exposition Center, 2060 North Marine Drive, Portland Oregon 97217, 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 RETAINED UNOPENED.

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Questions regarding this RFB should be referred to Mr. Randy Downs, Operations Manager, at (503) 736-5200.

INSTRUCTIONS TO BIDDERS

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

Section 1

Overview

SECTION 1 - OVERVIEW

1.1 Overview

The MERC manages the Portland Metropolitan Exposition Center which requires janitorial labor services on an as-needed basis.

Under direction of Expo Center Operations staff, janitorial labor services include, but are not limited to, sweeping, mopping, cleaning, disinfecting, polishing, vacuuming,, removing trash/debris/dirt/dust, glass cleaning and restocking of supplies in areas under the jurisdiction of the Expo Center.. These services will be utilized on an as needed basis prior to, during and following events as dictated by event scheduling and related cleaning requirements. Services will be required during any shift on any day. The number of janitorial laborers scheduled for any given shift may vary from one to twelve.

The MERC anticipates entering into an Agreement for Services contract with the most successful respondent for the purpose of assuring the consistency of janitorial labor services. Contractors agree to supply janitorial labor services to meet MERC's requirements during a three (3) year term at the rates accepted by the MERC as a result of the bidding process. The MERC's requirements for janitorial labor service cannot be predetermined, and therefore, the MERC does not guarantee any minimum or maximum amount of janitorial labor service needed. MERC further reserves the right to use labor from other agencies at it's option for any and all services as the MERC may deem necessary.

The MERC requests bids in the form of hourly rates for janitorial labor to be billed to the Expo Center from qualified janitorial service agencies. The lowest hourly rates will be the determining factor in contract awards to the bidders who have complied with all the requirements of this specification.

There will be a **voluntary pre-bid conference on August 24, 1998, 10:00am** at the Portland Metropolitan Exposition Center. 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 the Scope of Work.

Section 2

General Requirements

SECTION 2 -GENERAL REQUIREMENTS

2.1 Request for Bids (RFB)

The MERC requests bids for janitorial labor services.

This RFB sets forth the minimum requirements that all bids shall meet. Failure to submit bids in accordance with this RFB shall render the bid nonresponsive. All communications pertaining to this RFB should be directed to the Portland Metropolitan Exposition Center, 2060 North Marine Drive, Portland, Oregon 97217; Attention: Randy Downs, Operations Manager.

2.2 Changes to RFB

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

2.3 Bid Form and Content

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

Part 1- Completion of Bid Forms

The Bid Forms contained in Section 5 of this RFB (Forms 5.1-5.3) must be completed and included in Part I of the Bid. On Form 5.1, Bidders must quote indicated annual , maximum hourly rates for the category: Janitorial Labor . Bidders must also state any additional cost to the MERC. The MERC will not pay any cost that is not clearly stated on the Bid Form 5.1. Annual prices quoted on Bid Form 5.1 shall remain in effect for the time period stated on Form 5.1 and may not be increased during the term of the contract, except as specifically stated on Bid Form 5.1.

Bidders should list current references on Bid Form 5.2. MERC checks references and will need current and accurate information.

Form 5.3 must be filled out designating Bidder's contract signing authority.

Part 2 - Company Qualifications

Bidders shall clearly identify company qualifications. Bidders shall provide an overview of organization, size and experience, major clients and duties performed, area of expertise, labor training programs and maximum call capabilities. In this section of the Bid, Bidder should address it's efforts to provide First Opportunity Target Area employment (see section 2.11). Additionally, Bidders should address the Scope of Services outlined in Section 4 and provide explanation of the ability to meet these requirement.

Part 3 - Qualifications of Personnel

Bidders should demonstrate the capability to provide personnel with skills at the classification listed in the Scope of Services, Section 4. Bidders should describe the minimum qualifications of personnel who will be assigned to work at the Expo Center in the following capacity:

Janitorial Labor

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., September 9, 1998**. Bid documents may be delivered or mailed to:

Metropolitan Exposition-Recreation Commission
c/o Portland Metropolitan Exposition Center
2060 North Marine Drive
Portland, Oregon 97217
Attn: Randy Downs, Operations Manager

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

To ensure proper identification and handling, mark the bid **"RFB: Janitorial Labor Services "** on the lower left hand corner of the envelope.

2.5 Cancellation/Rejection of Bids

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

2.6 Acceptance of Proposed MERC Contract Terms by Bidder

The applicable MERC contract is attached to this RFB. By submitting a Bid, Bidder warrants that it has read the MERC contract and agrees to all of its terms, with the exception of any contract terms which Bidder specifically identifies as unacceptable in their Bid, and for which Bidder requests specific alternatives. MERC will not negotiate any contract language changes with an apparent successful Bidder that have not been pre-identified in the Bid at the time of submission as required herein. MERC may, at its sole discretion, treat any request to negotiate contract language changes which have not been pre-identified, as required herein, as a withdrawal of the Bid.

2.7 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 bid will be evaluated.

2.8 Non-Discrimination

The Bidder shall not discriminate against any employee or applicant for employment and adhere to the following MERC employment policy in its recruitment and employment policies. 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.

2.9 Minority Owned Businesses, Women-Owned Businesses and Emerging Small Business Program

MERC has made a strong commitment to provide maximum opportunities to Minority Owned Businesses and Women-Owned Businesses and Emerging Small Businesses (MBE/WBE/ESB's) in contracting activities.

MERC extends Equal Opportunity to all persons and specifically encourages MBE's, WBE's and ESB's to access and participation in this and all MERC projects, programs and services.

2.10 Sub-Consulting or Subcontracting by Bidder

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 or subcontractor, the Bidder shall not sign up a sub-consultant or subcontractor on a exclusive basis. The Bidder must assume responsibility for any sub-consultant or subcontractor work and be responsible for the day-

to-day direction and internal management of the Bidder's efforts. In the event that any subcontracts are to be utilized in the performance of an agreement resulting from the RFB, Bidder's attention is directed to Metro Code Section 2.04.100. Copies of that document are available from Metro's Risk & Contract Management Division, 600 NE Grand Ave., Portland, OR 97232-2736.

2.11 MERC First Opportunity Target Area Designation and Definitions:

Bidders shall be consistent with Oregon law and policies adopted by MERC, use 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. 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. Bidders must document and report to MERC every six months on the implementation of these requirements.

MERC First Opportunity Target Area:

North Boundary:	Columbia Boulevard
East Boundary:	42 nd Avenues
South Boundary:	Banfield/ I-84 Freeway
North Boundary:	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 Disadvantage:

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.

2.12 Contract Monitoring

The MERC reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of the contract agreement and to monitor compliance with the Metro-MERC MBE/WBE/ESB outreach program, and MERC's First Opportunity Target Area Program.

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 BIDS

3.1 Evaluation Procedures

Cost will be the determining factor in making the contract award. The 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 Offer". The MERC reserves the right to award the contract upon review of submitted written bids.

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

SECTION 4 - SCOPE OF SERVICES

4.1 Scope

Bidders must be able to supply the Expo Center with uniformed, qualified, capable people, able to work as janitorial laborers.

Under direction of Expo Center Operations staff, janitorial labor services include, but are not limited to, sweeping, mopping, cleaning, disinfecting, polishing, vacuuming, removing trash/debris/dirt/dust, glass cleaning and restocking of supplies in areas under the jurisdiction of the Expo Center

MERC shall not be billed for employees that refuse to work or leave the site prior to the end of a minimum 4 hour shift.

4.2 Experience

Janitorial laborers supplied to the Expo Center shall have had janitorial and other related physical labor experience.

4.3 Training

Bidder shall provide general safety training to the janitorial laborers utilized at the Expo Center.

4.4 On-Call Requirements

Bidders must be able to provide a minimum of two (2) janitorial laborers to the Expo Center within one (1) hour of request (or more if call is short due to no-shows).

Contractor will make transportation arrangements for janitorial laborers on large calls, or odd shifts.

4.5 Call Shortages

Bidder shall provide telephone numbers of agents of the company that can be contacted to remedy call shortages or other problems regardless of day of week or shift.

4.6 On The Job Injuries

Bidder shall have a plan in effect for transportation and medical treatment of janitorial laborers in the event of a non-emergency, on the job injury. A description of the plan shall be included in the bid documents.

4.7 Term

The term of the contract shall commence upon execution and end on June 30, 2001

Section 5

Bid Forms

SECTION 5 - BID FORMS

5.1 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 a MBE, WBE or ESB?

4. Attach narrative addressing topics outlined in Section 2.3.

The Bidder agrees to provide janitorial labor with skills as required for the following classification, as defined in Section 4, Scope of Services of this RFB, at the following hourly rate.

Year One: contract execution date through June 30, 1999

Classification

Rate

Janitorial Labor

\$ _____/Hr.

Are there additional costs to MERC? _____ If "yes", please specifically explain:

Year Two:

July 1, 1999 through June 30, 2000

Classification

Rate

Janitorial Labor

\$ _____/Hr.

Are there additional costs to MERC? _____ If "yes", please specifically explain:

Year Three:

July 1, 2000 through June 30, 2001

Classification

Rate

Janitorial Labor

\$ _____/Hr.

Are there additional costs to MERC? _____ If "yes", please specifically explain:

5.2 References

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 _____

5.3 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 or One Partner

SIGNATURE OF CORPORATION

Name of Corporation

Name of Local Representative

State of Incorporation

Mailing Address

Signature of Corporation Officer/Agent

Telephone

Telephone

CONTACT PERSON

Please Print

Telephone

Section 6

Agreement for Services

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 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, 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 resolved 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. and 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 Portland Metropolitan Exposition Center, 2060 North Marine Drive, Portland, Oregon 97217. 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 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 Expo Center in a timely fashion. 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 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 Contractor'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 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 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 Portland Metropolitan Exposition Center, 2060 North Marine Drive, Portland, Oregon 97217.

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

13. Modification

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

Executed in four copies on _____, 1998

CONTRACTOR:

Name

By

Title

Social Security or Federal ID No.

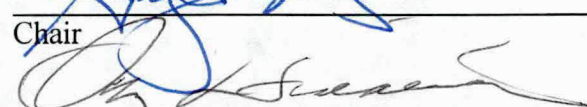
APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel

Kathleen A. Pool, Senior Assistant Counsel

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:



Chair



Secretary-Treasurer

MERC STAFF REPORT

Agenda Item/Issue: Request for Bid-Janitorial Labor Services

Resolution No. 98-39

Date: August 19, 1998

Presented By: Chris Bailey

BACKGROUND: Janitorial labor services at the Expo Center have long been provided through two resources; temporary labor during an event and a janitorial service company for pre, nightly and post-event cleaning. In order to enhance the level of supervision, efficiencies, cleanliness and ultimately reduce costs; it was determined to transition the majority of Expo Center's custodial needs to in-house staff. The transition to date has included the purchase of a sweeper/scrubber and the employing of a full-time Utility Lead.

Driven by event scheduling and related cleaning requirements; however, the need to provide supplementary janitorial labor on an as needed basis will continue. The purpose of this resolution, therefore, seeks approval in issuing a Request for Bid to janitorial labor service providers in accordance with the attached documents.

FISCAL IMPACT: In Fiscal Year 1997-98, janitorial labor costs were approximately \$140,000. In Fiscal Year 1998-99, it is anticipated that these costs will be reduced to approximately \$65,000.

RECOMMENDATION: Staff recommends that the Commission approve the Request for Bid documents and direct staff to proceed with the bid process to obtain janitorial labor services.