

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 98-41

For the purpose of accepting the bid and authorizing the General Manager to execute, on behalf of the Commission, an agreement to provide supplementary janitorial labor at the Portland Metropolitan Exposition Center.

The Metropolitan Exposition-Recreation Commission finds:

WHEREAS, on August 19, 1998 the Commission approved the issuance of a Request for Bids for Janitorial Labor Services at the Portland Metropolitan Expo Center and;


WHEREAS, on September 9, 1998, the Commission staff received and subsequently evaluated the bids based upon the evaluation procedure and;

WHEREAS, staff recommends the selection of ROSE CITY TEMPORARY SERVICE to provide non-exclusive supplementary janitorial labor services at the Portland Metropolitan Exposition Center.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission accepts the bid of ROSE CITY TEMPORARY SERVICE and authorizes the General Manager to execute, on behalf of the Commission, the agreement for janitorial labor services to commence upon execution and conclude June 30, 2001 in substantially the same form as the attached Exhibit A.

Passed by the Commission on September 16, 1998.


Chair


Secretary-Treasurer

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

BY: 
Kathleen Pool
Senior Assistant Counsel

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 ROSE CITY TEMPORARY SERVICE, (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 \$9.00/hr., Year Two \$9.00/hr. and Year Three \$9.00/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.

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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 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 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

ROSE CITY TEMPORARY SERVIC:

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:

Name

Mark B. Williams, General Manager

Title

Social Security or Federal ID No.

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

Kathleen A. Pool, Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of bid for Janitorial Labor Services at the Portland Metropolitan Exposition Center and execution of agreement.

Resolution No. 98-41

Date: September 16, 1998

Presented By: Chris Bailey

BACKGROUND: At the August 19, 1998 Commission meeting, the Commission approved Request for Bid-Janitorial Labor Services documents for the Portland Metropolitan Exposition Center. Approved documents were distributed to seventeen interested parties and six responses were received. Staff evaluated the bids for compliance to the bid documents and then identified the lowest bidder. Staff has also arranged to meet with a QRF provider to discuss an agreement and expects to return to the Commission in October with a staff recommendation on a QRF provider.

The lowest bid was:

ROSE CITY TEMPORARY SERVICE
820 NE 11th Avenue
Portland, OR 97220

Year one: \$9.00
Year two: \$9.00
Year three: \$9.00

FISCAL IMPACT: Driven by event scheduling and related cleaning requirements, it is anticipated that janitorial labor services will approximate \$65,000 in Fiscal Year 1998-99, \$71,000 in FY 00 and \$75,000 in FY 01.

RECOMMENDATION: Staff recommends that the Commission accept the Janitorial Labor Services bid submitted by ROSE CITY TEMPORARY SERVICE and direct the General Manager to execute an agreement effective upon signature(s) through June 30, 2001.