

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 08-09

For the Purpose of Accepting the Midwest Folding Products Bid for the Oregon Convention Center Table and Table Cart Replacement Project; and, authorizing the MERC Chief Executive Officer to execute a contract in the amount of \$128,446.02.

WHEREAS, in March 2008, MERC staff issued a bid request for the Oregon Convention Center "Table & Table Cart Replacement Project which was approved in the 2007-08 Capital Project Budget"; and

WHEREAS, on June 9, 2008, MERC Staff received three responsive bids; and

WHEREAS, MERC staff have determined that Midwest Folding Products submitted the lowest responsive and responsible bid; and

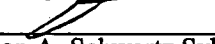
WHEREAS, it is in the public interest to accept the bid of \$128,446.02 from Midland Folding Products, submitted for the Oregon Convention Center "Table and Table Cart Replacement" Project.

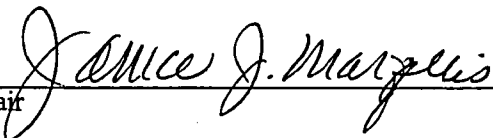
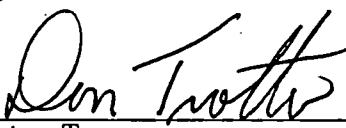
BE IT THEREFORE RESOLVED AS FOLLOWS:

1. The Metropolitan Exposition-Recreation Commission hereby finds that it is in the public interest to accept the Bid of Midland Folding Products, submitted for the "Table and Table Cart Replacement Project" for the Oregon Convention Center, and accordingly, authorizes the Chief Executive Officer to execute a contract with Midland Folding Products, Chicago, Illinois, in the amount of \$128,446.02 in a form substantially similar to the contract attached as Exhibit "A" to this Resolution .

Passed by the Commission on June 25, 2008.

Approved as to form:
Daniel B. Cooper, Metro Attorney

By: 
Nathan A. Schwartz Sykes
Senior Attorney


Chair

Secretary-Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of accepting the Midwest Folding Products bid for the Oregon Convention Center "Table and Table Cart Replacement Project"; and authorizing the MERC Chief Executive Officer to execute a contract in the amount of \$128,446.02.

Resolution No: 08-09

Date: June 25, 2008

Presented by: Jeff Blosser

BACKGROUND: An existing inventory amount of 900 tables have now come to the end of their useful life expectancy and need replacing. Additional tables and table carts, for transport and storage, were identified when budgeting for FY 07/08. MERC staff prepared and issued Bid Documents and a Request for Bids in accordance with MERC's Purchasing Policies for the replacement of the 900 tables and the addition of 38 table carts. Bids were received on June 9, 2008, with Midwest Folding Products., Chicago, IL, being the lowest responsive and responsible bidder for the amount of one hundred twenty-eight thousand, four hundred forty-six dollars and 02/100 (\$128,446.02).

FISCAL IMPACT: The Project's budget is currently set at \$125,000.00, which is included in the MERC Pooled Capital Budget for FY 07/08. The Capital Project Budget has surplus funds from savings of other completed project to cover the \$3446.02 difference from estimated budget cost of this table replacement project to actual bid costs.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission approve Resolution 08-09 for the purpose of accepting the Midwest Folding Products bid for the Oregon Convention Center "Table and Table Cart Replacement Project"; and authorizing the MERC Chief Executive Officer to execute a contract in the amount of \$128,446.02.



METROPOLITAN EXPOSITION
RECREATION COMMISSION



Goods and Supply Agreement

Contract No. _____

This Agreement is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742, and Midwest Folding Products whose address is 1414 S. Western Ave. Chicago, IL 60608; hereinafter referred to as the "Contractor".

TERM OF AGREEMENT

The term of this Agreement shall be for the period commencing July 1, 2008, through and including September 30, 2008, unless terminated or extended as provided in this Agreement. MERC may extend this Agreement, at its sole discretion, under the same terms and conditions of this Agreement, provided that the total contract amount does not exceed 20% of the initial contract amount. MERC shall provide written notice to Contractor should it decide to extend the Agreement.

AGREEMENT SUM AND TERMS OF PAYMENT

MERC shall compensate the Contractor for goods supplied as described in Specifications as stated below and Attachment A. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed (written amount) One Hundred Twenty-Eight Thousand Four Hundred Forty-Six and 02/100 dollars (\$128,446.02). Payment shall be on a unit price only for those goods received in an acceptable condition to MERC. Contractor's billing statements shall include an itemized statement of items purchased and shall be sent to MERC, ATTENTION: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. MERC will pay Contractor within 30 days of receipt of an approved billing statement.

SPECIFICATIONS

900 ea. Tables and 28 table carts as further specified below:

Base bid shall include the following:

250 ea. Plywood "seminar style" table - 18Wx72Lx30H

8 ea. Table trucks/carts with towing package (cap. 32-18" x 60/72" tables)
With caster load rating 2800 lbs, Neoprene Pads, forklift guides. (Midwest Upper Zone Seminar Table Trucks with tow package or proven equal that matches all specifications and can be used with Owner's existing table inventory).

350 ea. Plywood "seminar style" table - 18Wx96Lx30H

11 ea. Table trucks/carts with towing package (cap. 32-18" x 96" tables)
With caster load rating 2800 lbs, Neoprene Pads, forklift guides. (Midwest Upper Zone Seminar Table Trucks with tow package or proven equal that matches all specifications and can be used with Owner's existing table inventory).

300 ea. Plywood table - 30Wx96Lx30H

19 ea. Table trucks/carts with towing package (cap. 16-30" x 96" tables)
With caster load rating 2800 lbs, Neoprene Pads, forklift guides. (Midwest Upper Zone Seminar Table Trucks with tow package or proven equal that matches all specifications and can be used with Owner's existing table inventory).

Additional table specifications:

Color: Grey Standard Laminate (provide color chart & laminate upgrade as alternate no. 1 to bid).

Metal Finish Color: Black

Edge Molding Color: Black

Plywood: Solid 3/4" thick plywood (surfaced with high pressure plastic laminate, sealed with a backing sheet and edged with vinyl "T" molding).

Leg Braces: Spring Loaded with case hardened steel detents.

Tops: square corner steel frame.

Steel Leg Construction: 14 gauge steel with non removable high impact leg glides.

ATTACHMENT A (Unit Pricing of Goods)

Attachment A shall describe the goods (food and/or other supplies) purchased under this Agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. MERC shall have complete discretion to select only those goods needed at the time. See attached quote (Attachment A) as filled out by Midwest Folding Products.

ATTACHMENT B (Delivery and Service Requirements)

Delivery shall be to MERC at the designated point f.o.b. as set forth in Attachment B or at MERC docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. MERC shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS A PART OF THIS AGREEMENT.

CONTRACTOR

Signature: _____

Date: _____

Name: _____

Company: Midwest Folding Products

Address: 1414 S. Western Ave.

Chicago, IL 60608

Telephone: 800-621-4716

Tax ID or SS#: 36-3140384

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Signature: _____

Date: _____

Title: _____

Department: _____

Division: _____

Project Manager: Heather Peck

Telephone: 503-731-7846

Fax: 503-731-7870

Copy 1 – MERC Contracts

Copy 2 – Facility

Copy 3 – Contractor

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: ATTACHMENT A

CONTRACTOR shall deliver to MERC the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

ARTICLE II: ATTACHMENT B

Title to materials purchased hereunder shall pass to MERC f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated MERC docks.

ARTICLE III: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Agreement, and shall indemnify, defend and hold harmless MERC, its appointed officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement. 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. CONTRACTOR is responsible for the acts and omissions of its agents, employees, subcontractors and/or representatives and for all claims.

ARTICLE IV: TERMINATION

MERC may terminate this Agreement upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential damages, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE V: INSURANCE

CONTRACTOR shall purchase and maintain, at CONTRACTOR's expense, the following types of insurance with a per occurrence limit at a minimum of \$1,000,000, covering the CONTRACTOR, its employees and agents: 1) Comprehensive General Liability insurance covering personal injury, property damage, bodily injury with automatic coverage for premises and operation, product liability, personal and advertising injury and contractual liability; and 2) Commercial Automobile Liability for owned and non-owned vehicles. Contractor shall maintain workers' compensation coverage in compliance with ORS 656.017.

For CONTRACTORS making delivery to MERC, MERC, its appointed officials, departments, employees and agents, shall be named as an additional insured on the CONTRACTOR's general liability and auto liability policy.

ARTICLE VI: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A &B, 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, including, but not limited to, ORS 279B.220 to 279B.235.

ARTICLE VII: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this agreement, and are hereby expressly not disclaimed.

ARTICLE VIII: SAFETY

If services of any nature are to be performed in connection with the providing goods 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. All applicable MSD sheets shall accompany the goods.

ARTICLE IX: 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.

ARTICLE X: 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 XI: INTEGRATION OF AGREEMENT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Agreement are hereby expressly incorporated to reference. Otherwise, this Agreement represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written oral. This Agreement may be amended only by written instrument signed by both MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Agreement.

ARTICLE XII: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from the Agreement without prior written consent from MERC, consent shall not be unreasonably withheld.

ATTACHMENT A
(Unit Pricing of Goods)

Attachment A described the goods (food and/or other supplies) purchased under this Agreement. It is expressly understood that not all items in Schedule A will be needed. MERC shall have complete discretion to select only those goods and amounts needed at the time.

Item	Measurement	Amount	Comments
Plywood "seminar style" table - 18Wx72Lx30H	(See item details)	250 ea.	
Table trucks/carts with towing package (cap. 32-18" x 60/72" tables) With caster load rating 2800 lbs, Neoprene Pads, forklift guides. (Midwest Upper Zone Seminar Table Trucks with tow package or proven equal that matches all specifications and can be used with Owner's existing table inventory).	(See item details)	8 ea.	
Plywood "seminar style" table - 18Wx96Lx30H	(See item details)	350 ea.	
Table trucks/carts with towing package (cap. 32-18" x 96" tables) With caster load rating 2800 lbs, Neoprene Pads, forklift guides. (Midwest Upper Zone Seminar Table Trucks with tow package or proven equal that matches all specifications and can be used with Owner's existing table inventory).	(See item details)	11 ea.	
Plywood table - 30Wx96Lx30H	(See item details)	300	
Table trucks/carts with towing package (cap. 16-30" x 96" tables) With caster load rating 2800 lbs, Neoprene Pads, forklift guides. (Midwest Upper Zone Seminar Table Trucks with tow package or proven equal that matches all specifications and can be used with Owner's existing table inventory).	(See item details)	19 ea.	
Shipping	(See item details)	TOTAL	

Unit pricing: Unit pricing may not increase without the express written approval of MERC.

Recycled Content: Please specify the exact or minimum percentage of recycled content in all products offered, plus the post consumer and secondary waste content of the products offered.

N/A
