

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 98-25

For the purpose of approving the Bid Documents and authorizing issuance of a Request for Bids 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, light industrial temporary labor utilization has been economically advantageous to the operations of the Oregon Convention Center, the Portland Center for the Performing Arts, Civic Stadium and the Portland Expo Center;

WHEREAS, it has been determined provisions for these temporary labor services are subject to the MERC's formal bidding policy;

WHEREAS, the Commission desires to continue to utilize temporary labor services for janitorial and light industrial labor work at the Oregon Convention Center, the Portland Center for the Performing Arts, Civic Stadium and the Portland Expo Center;


WHEREAS, the Commission wishes to issue a Request for Bids for solicitation of the services from Temporary Employment Services;

WHEREAS, approximately \$ 212,000 is budgeted in the 1998/99 fiscal year budget for provision of janitorial and light industrial temporary services at the Oregon Convention Center, the Portland Center for the Performing Arts, Civic Stadium and the Portland Expo Center with similar budgeted amounts anticipated for fiscal years 1999/00 and 2000/01;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the Request for Bids for Temporary Personal Services, Light Industrial Labor, attached hereto as Exhibit A, and authorizes staff to proceed with the solicitation of bids pursuant to the Commission's policies and procedures.

Passed by the Commission on May 13, 1998


Chair


Secretary/Treasurer

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

By: 

Kathleen Pool

Senior Assistant Counsel

Exhibit A

REQUEST FOR BIDS

**TEMPORARY PERSONNEL SERVICES
LIGHT INDUSTRIAL LABOR**

**Metropolitan Exposition-Recreation Commission
777 N. E. Martin Luther King Jr. Blvd.
Portland, Oregon 97232**

**Administrative Representative - Joe Barrett
Purchasing Technician
Telephone (503) 731-7839
FAX (503) 731-7870**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

REQUEST FOR BIDS

FOR

TEMPORARY PERSONNEL SERVICES
LIGHT INDUSTRIAL LABOR

Request for Bid No. 98-25

BIDS DUE 2:00PM June 3, 1998

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, Wednesday June 3, 1998, 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 RFB should be referred to Joe Barrett, Purchasing Technician at (503) 731-7839.

INSTRUCTIONS TO BIDDERS

IN ORDER TO RECEIVE CONSIDERATION, BIDS, 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, Oregon Convention Center, the Portland Center for the Performing Arts and Portland Expo Center all of which require the temporary industrial personnel services on an as-needed basis.

Services required include Temporary Labor Personnel for performance of "light industrial tasks" including, but not limited to, general facility cleaning and custodial work, exterior grounds clean up, and event set-ups and tear-downs which require manual moving of tables, chairs, equipment, flooring/staging sections, etc. Temporary Labor Personnel may also assist staff in minor maintenance functions such as painting and non-technical 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. The normal work week for MERC employees is a flexible schedule Thursday through Wednesday with no additional hourly pay to work Saturdays or Sundays. However, most MERC labor utilization will occur during daytime hours with occasional midnight to 8:00a.m. shifts driven by event schedules and during any given number of consecutive or non-consecutive days. The number of Temporary Laborers generally scheduled for any given shift will vary from one through thirty. Civic Stadium labor utilization is seasonal normally occurring during the months of February through November. The Oregon Convention Center, the Portland Center for the Performing Arts and the Expo Center have Temporary Labor requirements year around but with lower utilization needs.

The MERC anticipates entering into nonexclusive contracts with three qualified temporary agencies for the purpose of assuring consistency of labor provided and allowing for the maximum possible volume rate. (This does not, however, preclude the MERC from utilizing of back-up services to ensure a consistent supply of experienced labor.). Contractors agree to supply temporary personnel to meet MERC's requirements during a three (3) year contract term, 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 of service needed. MERC further reserves the right to use temporary labor from other agencies, at it's option, for any and all services as it may deem necessary, including industrial labor. During the fiscal year 1997/98, the MERC will have expended over \$150,000 for temporary industrial labor services.

The MERC requests bids in the form of hourly rates for Temporary Industrial Laborer to be billed to the MERC from qualified and experienced temporary labor agencies. The lowest hourly rates will be the determining factor in contract awards to the qualified bidders who have complied with all the requirements of this specification.

There will be a voluntary pre-bid conference on Monday, May 18, 1998 at 9:00 a.m. at the Oregon Convention Center, MERC Commission Conference 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 Request for Bids (RFB)

The MERC requests bids for temporary personnel 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 MERC Administration, P.O. 2746, Portland, Oregon 97208; Attention: Joe Barrett, Purchasing Technician.

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 proposers 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 6 of this RFB (Forms 6.1-6.3) must be completed and included in Part I of the Bid. On Form 6.1, Bidders must quote indicated annual, maximum hourly rates for the personnel category: Industrial 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 6.1. Annual prices quoted on Bid Form 6.1 shall remain in effect for the time period stated on Form 6.1 and may not be increased during the term of the contract, except as specifically stated on Bid Form 6.1.

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. Space is provided on Bid Form 6.1 for statement of Bidder's policy.

Bidders should list current references on Bid Form 6.2. MERC checks references and will need current and accurate information.

Form 6.3 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 its efforts to provide First Opportunity Target Area employment (see section 2.10). Additionally, Bidders should address the Scope of Services outlined in Section 4 and provide explanation of ability to meet these requirements.

Part 3 - Qualifications of Personnel

Bidders should demonstrate 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 MERC in the following capacity:

Industrial Labor

Bidders should outline the screening procedure used to determine qualifications of personnel.

2.4 Submission of Bids

Five (5) 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 3, 1998. Bid documents may be delivered to:

Metropolitan Exposition-Recreation Commission
c/o Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97208
Attn: Joe Barrett, Purchasing Technician

Or mailed to: MERC

Attn: P.O. Box 2746
Portland, Oregon 97208
Attn: Joe Barrett

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 98-25" 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 proposals 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 apparently 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 Businesses 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 prime proposer shall not sign up a sub-consultant or subcontractor on a exclusive basis. The prime proposer must assume responsibility for any sub-consultant or subcontractor work and be responsible for the day-

to-day direction and internal management of all proposer 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 and Contract Management Division, 600 NE Grand Ave., Portland, OR 97232-2736.

2.11 MERC First Opportunity Target Area Program and Definitions

Bidders shall be consistent with Oregon law and policies adopted by MERC and 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 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 TO RESIDENTS OF THE TARGET AREA.

SECTION 3 - EVALUATION OF BIDS

3.1 Evaluation Procedures

Cost will be the determining factor in making contract awards. Contracts will be awarded to the 3 lowest responsive Bidders.

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 contracts 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 MERC with qualified, capable people, able to work as "light industrial laborers." Bidders must be able to provide the number of temporary laborers requested at the time requested for any or all of the facilities which are part of this RFB.

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

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

4.3 Training

Bidder shall provide general safety training to the temporary employees assigned to MERC facilities.

4.4 On-Call Requirements

Bidders must be able to provide a minimum of three (3) people to the MERC, within one (1) hour of request, (or more, if call is short due to no-shows.)

Contractor will make transportation arrangements for temporary employees 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 temporary employees 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 Supervision

Contractor will provide a working crew supervisor if over 10 employees are requested for any given call.

4.8 Term

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

SECTION 5

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, 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, 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.

CONTRACTOR:

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:

Name

Chair

By

Secretary-Treasurer

Title

Social Security or Federal ID No.

APPROVED AS TO FORM:

Metro General Counsel

SECTION 6

BID FORMS

RFB No. 98-25
Form 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 a MBE, WBE or ESB?

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.

Year One: contract execution date through June 30, 1999.

Classification

Proposed Hourly Rate

Industrial laborer \$ _____/HR.

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

Year Two: July 1, 1999 through June 30, 2000

Classification

Proposed Hourly Rate

Industrial laborer \$ _____/HR.

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

Year Three: July 1, 2000 through June 30, 2001

<u>Classification</u>	<u>Proposed Hourly Rate</u>
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Industrial laborer	\$ _____/HR.
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Are there additional costs to MERC? _____ If "yes" please specifically explain:

State "hiring away" policy if any:

RFB No. 98-25
Form 6.2 References of Prior Industrial Labor Service Clients

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

2. CompanyName _____
Contact _____
Address _____
City/State/Zip _____
Telephone _____

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

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

RFB No. 98-25
Form 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 or One Partner

SIGNATURE OF CORPORATION

Name of Corporation

State of Incorporation

Signature of Corporation Officer/Agent

Telephone

Name of Local Representative

Mailing Address

Telephone

CONTACT PERSON

Please Print

Telephone

MERC STAFF REPORT

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

Resolution No. 98-25

Date: May 13, 1998

Presented By: Candy Cavanagh

BACKGROUND: In June of 1996, the Commission approved Temporary Industrial Labor contracts for three qualified providers upon completion of a formal Request for Bid process. The contracts were for one year with two, one year renewal options. The first of the two one year renewal options was initiated by MERC for the three qualified contractors in fiscal year 1997/98. However, as we draw close to renewal time on the second year option, staff has been informed by the contractors they do not wish to renew again. The reason given is that their labor costs have risen to the point where it is not a wise business decision for them to renew at a rate they were able to offer in 1996. The rise in labor costs will additionally be impacted by the new minimum wage law requirement set to go into effect January 1, 1999.

The facilities still have the need for temporary labor services for event set-up/tear-down, post event clean-up and general custodial duties based on seasonal schedules where demand ebbs and flows according to facility calendar bookings.

It is with this set of circumstances that staff wishes to invite potential providers to bid on these needed services. Staff is recommending MERC select the three lowest, qualified bidders as there will be times when no one provider can meet all MERC requirements.

FISCAL IMPACT: In fiscal year 1998/99 the three MERC facilities requiring these services have budgeted a combined \$ 212,000 for Temporary Industrial Labor Services.

RECOMMENDATION: Staff is recommending the Commission approve the Request for Bid documents and direct staff to proceed with the bid process to obtain Temporary Light Industrial Service labor.