

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-45

Authorizing the Chairman and Secretary-Treasurer to execute, on behalf of the Commission, individual non-exclusive agreements with Employers Overload, Beginright, Inc. and St. Vincent dePaul Rehabilitation Services, Inc. to provide temporary industrial personnel services at the Oregon Convention Center, PCPA, Expo Center and Civic Stadium.


The Metropolitan Exposition-Recreation Commission finds:

1. That on June 8, 1994, the Commission issued an Invitation for Bids for temporary industrial personnel services.
2. That the Commission received bids from six companies and one State of Oregon Qualified Rehabilitation Facility.
3. That the Staff conducted bid review and evaluation based on the criteria established in the Invitation for Bids.
4. That based on the evaluation process and Staff recommendations, the Commission selects Employers Overload, Beginright, Inc., and St. Vincent dePaul Rehabilitation Services, Inc. to provide temporary industrial personnel services.


BE IT THEREFORE RESOLVED that the Chairman and Secretary-Treasurer is authorized to execute, on behalf of the Commission, Agreements for temporary industrial personnel services with Employers Overload, Beginright, Inc. and St. Vincent dePaul Rehabilitation Services, Inc.

Passed by the Commission on August 10, 1994.


Chair


Secretary-Treasurer

APPROVED AS TO FORM:


Metro General Counsel

METROPOLITAN EXPOSITION-RECREATION COMMISSION

MERC STAFF REPORT

DATE: July 28, 1994

AGENDA ITEM: Contract awards for Temporary Industrial Personnel
Labor Services

PRESENTED BY: Jim Waki

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Background

On June 8, 1994, the Commission approved release of formal bid documents soliciting temporary industrial labor services. A total of seven bids were received. Bid documents had been delivered to 24 prospective bidders. Bidder tally sheet is attached for reference. All bids were considered responsive and therefore accepted. Based on evaluation of the bids, Staff recommends contract awards be issued to Employers Overload, and Beginright, Inc.. St. Vincent dePaul Rehabilitation Services, Inc. will also be included as a provider as required by law under ORS 279.015 and 279.835.

Fiscal Impact

Approximately \$100,000 was expended for industrial temporary labor services during FY 93/94, with a hourly bill rate of \$7.04. The present low bid rate represents an increase of approximately 7% over last year. Hourly bill rates on other bids were as high as 50% over last years rates. Increases primarily due to higher "Workman Compensation and other Insurance Fees".

Recommendation

As a result of the formal bid process, Staff recommends acceptance of Employers Overload, Beginright, Inc. and St. Vincent dePaul Rehabilitation Services as providers of these services.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

TEMPORARY LIGHT INDUSTRIAL LABOR
 BIDDER TALLY SHEET IFB 94-32

BID OPENING JUNE 30, 1994

BIDDERS LIST	TOTAL PRICE PER HOUR	
	1st YEAR	OPTION YEAR
Beginright, Inc.	\$7.83	No Proposal
Employers Overload	\$7.63	" "
Job Shoppers, Inc.	\$10.71	\$11.32
Interim Personnel	\$9.55	\$9.89
Metro Services, Corp. dba Snelling Personnel Serv.	\$8.26	No Proposal
Olsten Temporary Services	\$8.43 (7/1/94-12/31/94)	\$8.55 (1/1/95-6/30/95)
* St. Vincent dePaul Rehabilitation Services, Inc. Employment Specialist	\$11.67 (6/30/94-12/31/94)	(12/31/94-Future) undetermined
Qualified Supervisor	\$13.33 (6/30/94-12/31/94)	" " (12/31/94-Future) undetermined
* Exempted from Public Bid Process per Oregon House Bill #3075, May 15, 1989.		
END 7 BIDDERS		

IFB advertised in: The Oregonian
 Daily Journal of Commerce
 The Portland Observer

IFB documents delivered to 24 prospective bidders.

Two formal no bid letters received: Bridgeport Staffing
 Northwest Temporary Services

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Employers Overload (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, 1995 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rate in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's IFB 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' IFB
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 supersedes all prior 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 \$7.63 per hour for the services described in the Contract document. 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

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 eight hours in any one day, [Bor 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 MERC on time. 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 because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. 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. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Bids regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

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 Disadvantaged Business Program and Target Area First Opportunity 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 Disadvantaged Business Program, Target Area First Opportunity 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 Coordinator, 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:

BEGINRIGHT, inc.

Name

Joanne Bell

By

President

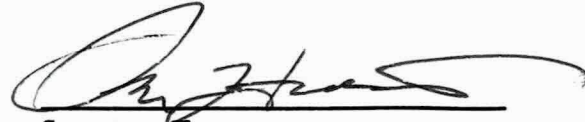
Title

93-0915902

Social Security or Federal ID No.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:


Chair


Secretary-Treasurer

APPROVED AS TO FORM:


Metro General Counsel

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Beginright, Inc. (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, 1995 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rate in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's IFB 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' IFB
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 supersedes all prior 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 \$7.83 per hour for the services described in the Contract document. 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

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 eight hours in any one day, [Bor 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 MERC on time. 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 because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. 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. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Bids regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

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 Disadvantaged Business Program and Target Area First Opportunity 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 Disadvantaged Business Program, Target Area First Opportunity 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 Coordinator, 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

Title

Secretary-Treasurer

Social Security or Federal ID No.

APPROVED AS TO FORM:

Metro General Counsel

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and St. Vincent dePaul Rehabilitation Services, Inc., (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, 1995 unless sooner terminated under the provisions hereof.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's IFB 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:

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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 supersedes all prior 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 \$11.67 per hour for the services described in the Contract document. 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 eight hours in any one day, [Bor 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.

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Convenience

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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.

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11. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Bids regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

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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

Title

Secretary-Treasurer

Social Security or Federal ID No.

APPROVED AS TO FORM:

Metro General Counsel



METROPOLITAN EXPOSITION-RECREATION COMMISSION

August 12, 1994

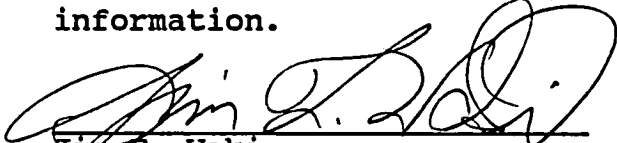
Ms. Cindy Wilkerson
Beginright Temporary Services
11300 N.E. Halsey, Suite 100
Portland, Or. 97220-2013

Dear Ms. Wilkerson

This is to notify you that the contract between the Metropolitan Exposition-Recreation Commission and Beginright Temporary Services has been approved for the year beginning July 1, 1994 and ending June 30, 1995 with all contract terms according to IFB 94-32.


If this meets with your approval please sign and date the three enclosed original contracts along with this cover letter. Once signed, please return two copies of the contracts and cover letter. I will sign and return an executed copy of this letter for your files. Should you have any questions, please feel free to call.

Also enclosed is a bidder tally sheet from IFB 94-32 for your information.



Jim F. Waki

8/18/94
Date



Cindy Wilkerson

8/15/94
Date

Sincerely,

Jim F. Waki
MERC Purchasing/Contracts Coordinator
731-7839

A METRO SERVICE

Revised Page 1

METROPOLITAN EXPOSITION-RECREATION COMMISSION

TEMPORARY LIGHT INDUSTRIAL LABOR
 BIDDER TALLY SHEET IFB 94-32

BID OPENING JUNE 30, 1994

BIDDERS LIST	TOTAL PRICE PER HOUR	
	1st YEAR	OPTION YEAR
Beginright, Inc.	\$7.83	No Proposal
Employers Overload	\$7.63	" "
Job Shoppers, Inc.	\$10.71	\$11.32
Interim Personnel	\$9.55	\$9.89
Metro Services, Corp. dba Snelling Personnel Serv.	\$8.26	No Proposal
Olsten Temporary Services	\$8.43 (7/1/94-12/31/94)	\$8.55 (1/1/95-6/30/95)
* St. Vincent dePaul Rehabilitation Services, Inc. Employment Specialist	\$11.67 (6/30/94-12/31/94)	(12/31/94-Future) undetermined
Qualified Supervisor	\$13.33 (6/30/94-12/31/94)	" " (12/31/94-Future) undetermined

* Exempted from Public Bid Process per Oregon House Bill #3075, May 15, 1989.

END 7 BIDDERS

IFB advertised in: The Oregonian
 Daily Journal of Commerce
 The Portland Observer

IFB documents delivered to 24 prospective bidders.

Two formal no bid letters received: Bridgeport Staffing
 Northwest Temporary Services

A METRO SERVICE



METROPOLITAN EXPOSITION-RECREATION COMMISSION

August 12, 1994

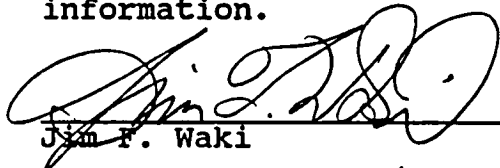
Mr. Tom Szambelan
Employers Overload
P.O. 1928
Lake Oswego, Or. 97035-0018

Dear Mr. Szambelan:

This is to notify you that the contract between the Metropolitan Exposition-Recreation Commission and Employers Overload has been approved for the year beginning July 1, 1994 and ending June 30, 1995 with all contract terms according to IFB 94-32.

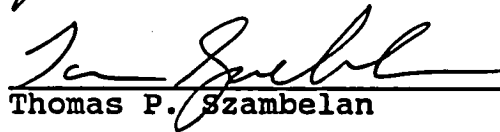
If this meets with your approval please sign and date the three enclosed original contracts along with this cover letter. Once signed, please return two copies of the contracts and cover letter. I will sign and return an executed copy of this letter for your files. Should you have any questions, please feel free to call.

Also enclosed is a bidder tally sheet from IFB 94-32 for your information.



Jim F. Waki

8/18/94
Date



Thomas P. Szambelan

8/15/94
Date

Sincerely,

Jim F. Waki
MERC Purchasing/Contracts Coordinator
731-7839

Received Page

METROPOLITAN EXPOSITION-RECREATION COMMISSION

TEMPORARY LIGHT INDUSTRIAL LABOR
 BIDDER TALLY SHEET IFB 94-32

BID OPENING JUNE 30, 1994

BIDDERS LIST	TOTAL PRICE PER HOUR	
	1st YEAR	OPTION YEAR
Beginright, Inc.	\$7.83	No Proposal
Employers Overload	\$7.63	" "
Job Shoppers, Inc.	\$10.71	\$11.32
Interim Personnel	\$9.55	\$9.89
Metro Services, Corp. dba Snelling Personnel Serv.	\$8.26	No Proposal
Olsten Temporary Services	\$8.43 (7/1/94-12/31/94)	\$8.55 (1/1/95-6/30/95)
* St. Vincent dePaul Rehabilitation Services, Inc. Employment Specialist	\$11.67 (6/30/94-12/31/94)	(12/31/94-Future) undetermined
Qualified Supervisor	\$13.33 (6/30/94-12/31/94)	" " (12/31/94-Future) undetermined

* Exempted from Public Bid Process per Oregon House Bill #3075, May 15, 1989.

END 7 BIDDERS

IFB advertised in: The Oregonian
 Daily Journal of Commerce
 The Portland Observer

IFB documents delivered to 24 prospective bidders.

Two formal no bid letters received: Bridgeport Staffing
 Northwest Temporary Services

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Employers Overload (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, 1995 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rate in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's IFB 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' IFB
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 supersedes all prior 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 \$7.63 per hour for the services described in the Contract document. 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

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 eight hours in any one day, [Bor 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 MERC on time. 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 because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. 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. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Bids regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

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 Disadvantaged Business Program and Target Area First Opportunity 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 Disadvantaged Business Program, Target Area First Opportunity 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 Coordinator, 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:

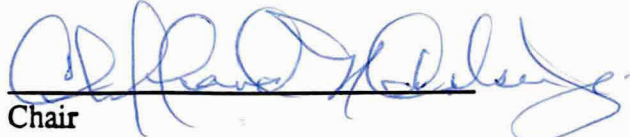

Name

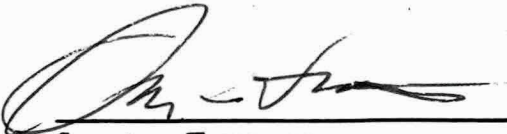
Employers Overload
By

T.Q.M. Facilitator
Title

93-0630573
Social Security or Federal ID No.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:


Chair


Secretary-Treasurer

APPROVED AS TO FORM:


Metro General Counsel