

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 192

Approving a 60-day extension of the current industrial labor contract; approving Bid Documents; and authorizing issuance of a Request for Bids for temporary industrial labor services for the Memorial Coliseum and Civic Stadium to commence upon execution and end on June 30, 1993.

The Metropolitan Exposition-Recreation Commission finds:

1. That the current contract expires on September 11, 1992.
2. That the use of temporary industrial labor has been economically advantageous to the operation of the Memorial Coliseum and Civic Stadium.
3. That the Commission desires to continue to utilize temporary industrial labor at the Memorial Coliseum and Civic Stadium.
4. That the Commission wishes to issue a Request for Bids for solicitation of these services.
5. That \$500,000 is budgeted in the 1992/93 fiscal year budget for these services.

BE IT THEREFORE RESOLVED That the Metropolitan Exposition-Recreation Commission extends the current industrial labor contract; approves the Request for Bids; and authorizes the Purchasing Coordinator to release and advertise the Request for Bids.

Passed by the Commission on September 9, 1992.



Chair



Secretary/Treasurer

APPROVED AS TO FORM:



Metro Senior Assistant Counsel

INVITATION FOR BIDS

FOR

TEMPORARY PERSONNEL SERVICES

Invitation for Bid No. 92-06

BIDS DUE: 2:00pm September 24, 1992

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, September 24, 1992, at the Holladay Offices, 777 NE Martin Luther King Blvd., Portland, Oregon 97232 (or mailed to P. O. Box 2746, Portland, Oregon 97208), at which time and address the names of the Bidders submitting bids and 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 IFB should be referred to Freda Walker at (503) 731-7839.

INSTRUCTIONS TO BIDDERS

PROPOSALS, IN ORDER TO RECEIVE CONSIDERATION, 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 Civic Stadium, Memorial Coliseum, Oregon Convention Center and the Portland Center For The Performing Arts.

The MERC requires temporary industrial personnel services on an as-needed basis. Services required include provision of Temporary Labor Personnel for performance of "light industrial tasks" including, but not limited to general cleaning, set-ups and tear-downs of events which entails manual moving of tables, chairs flooring sections, hockey dasher sections, etc. and minor maintenance assistance such as assisting staff in functions such as painting and repair work. These services will be utilized at the Memorial Coliseum and Civic Stadium only and will be required on an as needed basis to be dictated by advanced scheduling. Services will be required during any shift on any day, however, most Coliseum labor utilization will take place from midnight to 8:00 a.m. during any given number of consecutive or non-consecutive days from the months of October through May. Civic Stadium labor utilization normally will occur during daytime hours during the months of February through November. The number of Temporary Laborers generally scheduled for any given shift will normally vary from one through thirty.

The MERC anticipates entering into a nonexclusive contract with one qualified temporary agency for the purpose of assuring the consistency of labor provided and allowing for the maximum possible volume rate. (This does not however, preclude the MERC from utilization of a back-up Service for the purpose of establishment of a second experienced Agency for the supply of consistent labor). The contractor agrees to supply temporary labor personnel to meet MERC's requirements during the term of the contract (1 Year), at the rate or 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 or the duration of services, and further reserves the right to use temporary labor from other agencies at its option for any and all services as the MERC may deem necessary, including industrial labor. During the fiscal year of 1991 through 1992, the MERC expended approximately \$415,000 for temporary industrial labor.

The MERC requests bids in the form of hourly rates to be billed to the MERC from qualified and experienced temporary labor agencies to meet the requirements for provision of Temporary Industrial Laborers. The lowest hourly rate will be the determining factor in contract award to the bidder who had complied with all requirements of this specification.

There will be a pre-Bid conference on August 20, 1992, 10:00am at the Oregon Convention Center, King Office Board 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 Invitation for Bids (IFB)

The MERC requests bids for temporary personnel services.

This IFB sets forth the minimum requirements that all bids shall meet. Failure to submit bids in accordance with this IFB shall render the bid unresponsive. All communications pertaining to the IFB should be directed to MERC, Purchasing Section, P.O. Box 2746, Portland, Oregon 97208; Attention: Freda Walker, Purchasing Coordinator.

2.2 Changes to IFB

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

2.3 Bid Format and Content

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

Part 1 - Bid Form - Cost

The Bid Forms contained in § 6 of this IFB (Forms 6.1 - 6.3) must be completed and included in Part I of the Bid. On Form 6.1, Bidders must quote maximum hourly rates for the personnel category listed in § 4. Bidders must also state any additional cost to the MERC. The MERC will not pay any cost that is not clearly stated in the Bid. Prices quoted may not be increased during the term of the contract.

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.

Part 2 - Responsibility

Bidders shall clearly identify its role and qualifications. Bidders shall provide an overview of its organization, its size and experience, major clients and references, areas of expertise, and other matters that Bidder feels would assist the MERC in the evaluation process.

Part 3 - Qualifications of Personnel

Bidders shall be capable of providing personnel with skills in of the classification listed in the Scope of Services, § 4. Bidders shall address its ability to provide qualified personnel. Bidders should describe the minimum qualifications of personnel who will be assigned to work at the MERC in the following capacity:

Industrial Laborer

Bidders should outline the screening procedure that it will use to determine qualifications of personnel.

2.4 Submission of Bids

Three (3) copies of the Bid along with a cover letter must be received at the following location no later than 2:00 pm, Pacific Daylight Savings Time, August 27, 1992:

MERC
Freda Walker
Holladay Offices
777 NE Martin Luther King Blvd.
Portland, Oregon 97232

or mailed to:

MERC
Freda Walker
P.O. Box 2746
Portland, Oregon 97208

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

To ensure proper identification and handling, mark the bid "IFB 92-06" on the lower left hand portion of the envelope.

2.5 Cancellation/Rejection of Bids

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

2.6 Billing Procedures

Billing procedures and content shall be subject to review by the MERC.

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 any company contacted 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 because of race, color, religion, gender or national origin. The Bidder will take affirmative action to assure that applicants are hired and that employees are treated with out regard to race, color, religion, gender or national origin. Such action shall include, but not limited to, the following:

Employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay offs or termination; compensation; selection for training.

2.9 DBE/WBE Compliance Requirements

The MERC is committed to provide maximum opportunities to State of Oregon certified Disadvantaged Business Enterprises (DBEs) and Women Owned Business Enterprises (WBEs) in contracting activities. In the procurement of any subconsultants and subcontracting required for the requested services, the Bidder must either meet or exceed the specific goal for the DBE and WBE participation, or prove they have made good faith efforts to meet the goal prior to the time bids are due. The MERC's goals for this contract are: subcontracting seven-percent (7%) of the contract amount to Disadvantaged Businesses and five-percent (5%) of the contract amount to Women Owned Businesses, as that term is defined in the MERC's Disadvantaged Business Program as contained in the MERC's purchasing policies.

A sub-consultant is any person or firm proposed to work for the MERC or for the contractor directly under this agreement. The MERC prohibits any sub-consultant selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a sub-consultant, the prime Bidder shall not sign up a sub-consultant on an exclusive basis. The producer must assume responsibility for any sub-consultant work and be responsible for the day-to-day direction and internal management of the producer's efforts.

The MERC reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and the MERC's Disadvantaged Business Program.

Bidder's failure to comply with all the requirements of the MERC's Disadvantaged and Women Owned Business Program will constitute a non-responsive bid and will not be considered. Failure on the part of the successful Bidder to carry out the applicable provisions of the program shall constitute a breach of contract, and, after notification by the MERC, may result in termination or such other remedy as the MERC deems appropriate.

In addition, Bidders shall, consistent with Oregon law and policies adopted by the MERC, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center and Memorial Coliseum.

2.10 First Opportunity Target Area Designation

Bidders shall comply, to the maximum extent possible, with the goal of providing the target area the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center/Memorial Coliseum site. 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 the MERC every six months on the implementation of these requirements.

Target Area Boundary and Designation:

North Boundary:	Columbia Boulevard
East Boundary:	42nd Avenue
South Boundary:	Banfield Freeway, I-84
West Boundary:	Chatauqua Avenue to Willamette Boulevard to include Columbia Villa by designation [Portsmouth and Willis]; follow the Willamette River and Greeley Avenue by Fremont Bridge to Albina Community and Northwest Target Area boundaries, but continue south along Willamette River to I-5 and I-84. (A map of the target area is available upon request.)

Target Area Definitions:

First Opportunity:

The Bidders shall conduct an aggressive advertising and outreach program intended to inform economically disadvantaged residents in the target area of job opportunities. When an applicant pool is identified, economically disadvantaged residents of the target area will be considered first. If a qualified applicant is identified, that applicant will be appointed. If no qualified applicants are identified from the target area, individuals outside the target area will be considered for open positions.

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 either by the Bidder or by a provider.

Economically Disadvantaged:

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 annualization of income; current income if employed and previous twelve months if unemployed.

Bids shall contain a statement confirming the bidder's commitment to afford first employment opportunity to residents of the target area.

SECTION 3 - EVALUATION OF BIDS

3.1 Evaluation Procedures

Cost will be the determining factor in making contract award. Contract will be awarded to the lowest responsive and responsible bidder.

In the event the 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 oral interview as required by the committee.

When evaluations have been completed, Bidders may be requested to submit Best and Final Offers. The committee shall evaluate the Best and Final Offers in accordance with the evaluation criteria set forth below at Section 3.2, and select bids for contract award. The committee shall make a recommendation for contract awards to the MERC. The MERC reserves the right to award the contract upon review of submitted written bids.

The MERC reserves the right to determine any bid outside the competitive range. The MERC also reserves the right to cancel this solicitation, 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 capable people, able to work as "light industrial laborers."

4.2 Experience

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

4.3 On-Call Requirements

Bidders must be able to provide a minimum of three (3) people to the MERC, within one (1) hour of the request.

4.4 Term

The term of the contract shall commence upon execution and end on June 30, 1993.

SECTION 5 - TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and _____, (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1993 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:

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 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, or 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 hereunder shall be sent to

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 Assistant Senior Counsel

SECTION 6 - BID FORM No. 1 of 3
RFB No. 92-06

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 certified by the Executive Department of the State of Oregon as a MBE, WBE or DBE? _____
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.

<u>Classification</u>	<u>Proposed Rate</u>	<u>Valid Through (Dates)</u>
Industrial Laborer	\$ _____/Hr.	____/____/____ - ____/____/____
	\$ _____/Hr.	____/____/____ - ____/____/____

6.2 References

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

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

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

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

6.3 Signature Requirement

SIGNATURE FOR SOLE PROPRIETORSHIP

Name of Company

Address

Signature of Individual

City/State/Zip

Telephone

SIGNATURE OF PARTNERSHIP

Name of Partnership

Names of Partners (1)

Address

(2)

City/State/Zip

(3)

Telephone

Signature of One Partner

SIGNATURE OF CORPORATION

Name of Corporation

Name of Local Representative

State of Incorporation

Mailing Address

Signature of Corporation Officer/Agent

City/State/Zip

Telephone

Telephone

CONTACT PERSON

Please Print

Telephone

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Barret Business Services, (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, 1993 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:

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 \$7.05 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, or 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 hereunder shall be sent to John Bolzell, Barrett Business Services, 2828 SW Kelly, Portland, Oregon 97201.

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

JOHN BOLZELL

By

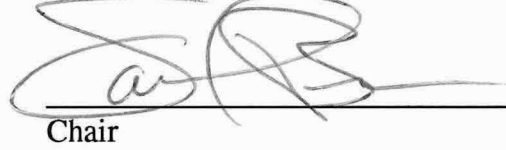
SALES

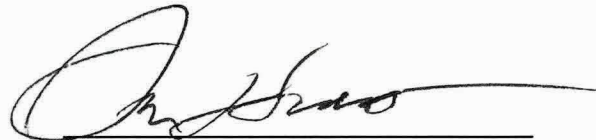
Title

52-08-12977

Social Security or Federal ID No.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:


Chair


Secretary-Treasurer

APPROVED AS TO FORM:


Metro Assistant Senior Counsel

April 10, 1991

"Expertise in the Public
Interest"

To Whom it may Concern:

This letter shall verify that the following named employer is complying with the workers' compensation laws of the State of Oregon:

BARRETT BUSINESS SERVICES INC.

2828 SW Kelly Street
Portland, Oregon 97201

Oregon WCD No. 675153-1

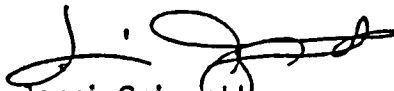
Registration Self-Insured No. 1063

Effective: August 17, 1987 until Cancelled or Revoked

Should you have questions in addition to the above, please contact our Self-Insured Specialist, Douglas W. Brown, (503) 373-7792.

To verify coverage contact our Employers Indexing at 378-4954 or 378-5540.

Sincerely,



Jerri Grimmatt
Registration Secretary
Compliance Section
Workers' Compensation Division

2347c/jwg

cc: Barrett Business Services Inc.
Tom Lucas, Manager,
Employee Leasing



21 Labor and Industries
Bldg.
351 West Summer St. NE
Salem, OR 97310

FAX (503) 378-6828

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, 1993 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:

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 \$6.75 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, or 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 hereunder shall be sent to Jo Anne Bell, Beginright, Inc., 11300 NE Halsey St., Suite 201, Portland, Oregon 97220.

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:

BEGIN RIGHT, inc.

Name

Joanne E Bell

By

President

Title

93-0915902

Social Security or Federal ID No.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:



Chair



Secretary-Treasurer

APPROVED AS TO FORM:



Metro Assistant Senior Counsel