



Catherine McMullen County Clerk

Elections, Recording & Records Management

catherinemcmullen@clackamas.us
503-722-6086

1710 Red Soils Court, Suite 100
Oregon City, OR 97045

September 28, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Employer's Overload for Temporary Election Workers. Contract value is \$488,000 over 2 years. Funding is through fees and allocated costs, which may include a small portion of General Funds.

Previous Board Action/Review	N/A		
Performance Clackamas	1. Serves the residents of Clackamas County. 2. Reduces costs and conserves staff time for Human Resources and Clerk's Department staff. 3. Increases capacity for ballot processing and timely elections results reporting.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Michael Newgard	Contact Phone	503-655-8662

EXECUTIVE SUMMARY: The Clackamas County Elections Division uses a temporary agency as a payroll solution for Election Board Workers (EBWs). EBWs are vital staff (80-150 individuals) that facilitate the conduct of Vote-By-Mail elections in Clackamas County. The need to hire and quickly release these workers strained resources in County HR in the past. EBWs typically work a very short time (1 day-3 weeks) during each election cycle (4-6 months), and their hours can vary greatly depending on ballot volume each election. The Elections Division is responsible for all recruitment, onboarding, scheduling, and timesheet management for EBWs. Employers Overload maintains EBWs on their active payroll available for the Elections Division to schedule employees as necessary. The project cost varies per election cycle. EBWs are paid \$15.45-\$16.75 per hour. This purchase order allows us to spend up to \$244,000 in temporary labor each fiscal year as necessary to conduct elections.

RECOMMENDATION: Clerk and department staff recommend that the Board approve the contract.

Respectfully submitted,

Catherine McMullen, County Clerk



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8515**

This Personal Services Contract (this “Contract”) is entered into between **Dial Temporary Help Service, Inc., doing business as Employer’s Overload** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the County Clerk’s Office. This Contract is purchased against Washington County contract, contract Number 23-0335, attached and incorporated herein as Exhibit B.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **March 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Payroll Services for Temporary Elections Workers (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Eighty-Eight Thousand Dollars (\$488,000)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibits A and B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: mnewgard@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Tom Szambelan Phone: 503-603-2052 Email: tom@eostaffing.com	County Administrator: Michael Newgard Phone: 503-655-8662 Email: MNewgard@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including

reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor

were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that

may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.


Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Dial Temporary Help Service, Inc. DBA
Employer's Overload

 9/7/23
Authorized Signature Date

Tom Szambelan
Name / Title (Printed)

142654-90
Oregon Business Registry #

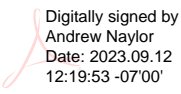
ABN/OR
Entity Type / State of Formation

Clackamas County

Chair Date

Recording Secretary

Approved as to Form:

Andrew Naylor 
Digitally signed by Andrew Naylor
Date: 2023.09.12 12:19:53 -07'00'

County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

ELECTIONS PROJECT INFORMATION

Clackamas County, under the laws of the State of Oregon, manages all elections functions held within the County. These elections include the general elections, primary elections, and various special elections throughout the year depending on the issues to be placed before the voters. The current number of regularly scheduled election dates within the state is four.

The Clackamas County Elections Division employs a number of people as permanent staff who plan, organize and manage all the elections. In addition to the regular County staff, the Division employs a number of individuals on a temporary basis for each election. Depending on the size and complexity of the election, this number ranges from a low of 8 to a high of 130.

PURPOSE/SCOPE OF PROJECT

Contractor shall provide payroll services for temporary employees hired by Clackamas County to assist in Clackamas County elections. Payrolling services shall be used mainly for payroll processing for persons assigned to an elections activity by the Clackamas County Clerk and Elections Division. Payrolling services include, but is not limited to, withholding and payment of all taxes, benefits, and costs, insurance and bonding, issuance of a payroll check, processing of all timesheets and related documents, and other activities in connection with payroll matters.

The Clackamas County Clerk Elections Office shall retain the responsibility for all scheduling of temporary employees hired by Clackamas County.

Personnel referred to Contractor by the Clackamas County Clerk and Elections Division shall not become an employee for the Contractor.

Contractor shall assume all responsibility for the personnel administration of all assigned temporary employees. This shall include, but not be limited to, the following:

- a. Payroll and related forms.
- b. Payment of social security and withholding taxes.
- c. Benefits, if applicable.
- d. Workers Compensation.
- e. Unemployment insurance.
- f. Other costs required by law or ordinarily furnished by the firm.
- g. Computation of all payroll records and expenses and release of paychecks to employees.
- h. Provide all W-2 forms as appropriate to employees.
- i. Provide general liability insurance for each employee as required.
- j. DMV checks for drivers

The County Clerk's office will provide Contractor the names of temporary employees for which Contractor will provide payrolling services.

EMPLOYEE CLASSIFICATION

Temporary employees will be divided into two classifications:

- a. Elections Clerk
- b. Elections Driver

CONSIDERATION

Contractor will charge County a flat percentage of the hourly rate for processing the payroll of temporary election board workers. The percentage will be 20-26%, depending on the position classification. Contractor will be paid 20% of the hourly rates for elections clerks, which is between \$14.75 to \$19.00 per hour. Contractor will be paid 26% of the hourly rate for elections drivers, which is \$14.175 to \$19.00.

LIABILITY FOR ELECTION RESULTS

If the personnel provided or serviced by the Contractor are used in connection with County activity within the Elections Division, the Contractor in no way shall retain any responsibility or liability for the outcome of any election. The complete and total responsibility for the integrity of the entire election process shall remain with the County.

QUALIFIED AND PAST EMPLOYEES

County will forward the names and contact information of temporary employees that are qualified and interested in working to the Contractor at least two weeks prior to needing the services of the temporary employees.

SERVICE REQUIREMENTS

The County Clerk and Elections Division will submit timecards for temporary employees to Contractor in an agreed upon format. County will provide Contractor with the names of County employees authorized to submit time cards.

The County Clerk and Elections Division requires weekly issuance of a payroll checks. Pay periods will follow the same payroll calendar schedule the County utilizes on a two week basis., which is weekly upon submission of approved time sheets by the Elections Division office.

The Clackamas County Clerk and Elections division will utilize pay checks, encourage direct deposit as preferred by the temporary employee.

EXHIBIT B
WASHINGTON COUNTY CONTRACT 23-0335



PERSONAL / PROFESSIONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon (“County”), and Employers Overload (“Contractor”).

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1 This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2 Services performed by Contractor shall be performed to the standards described in Section 30 of the County Contract Terms and Conditions below.

SECTION 2 - CONSIDERATION

- 2.1 Contractor shall perform the work described in Attachment A, in consideration for which County agrees to pay for the work in the manner as further described in this contract.
- 2.2 The maximum amount payable under this contract is \$ 720000; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3 If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4 Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 – CONTRACT TERM

- 3.1. The effective date is: 03/31/2020, or upon final signature, whichever is later.
- 3.2. The expiration date is: 3/31/2023, unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 – ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1 The following documents are incorporated into this contract:

- Solicitation # 2019-157P.
- Contractor’s response dated 1/16/2020.

4.2 The following Attachments are incorporated into and made a part of this contract:

- Attachment A – Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - State Insurance Program Requirements
- Attachment F – Business Associate Agreement
- Attachment G – PREA Policy Agreement
- Attachment J - Catalog of Federal Domestic Assistance
- Attachment Other – Prevailing Wage Standards
- Attachment Other - _____
- Other - _____

4.3 In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract, as modified by Attachment B, Attachment C, Attachment D, Attachment E, Attachment J and Prevailing Wage Standards; Attachment A; the remaining attached items checked in section 4.2; the Solicitation; and Contractor’s response.

SECTION 5- COUNTY CONTRACT ADMINISTRATOR

Contract Administrator Name: Margaret Garza

Telephone: 503.846.3928

Email: margaret_garza@co.washington.or.us

Address: 155 N First Ave., Ste 200 Mailstop: 8

City/State/ZIP: Hillsboro, Oregon 97124

CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.** ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.
8. **Independent Contractor.**
 - 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
 - 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
 - 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.

8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9 Environmentally Preferred Products/Material Safety Data Sheets. Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

10. Nondiscrimination. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. Termination.

11.1 This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
- c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.
- d. County may terminate this contract immediately upon declaration of bankruptcy by Contractor or Contractor is taken into receivership.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, either party may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to the other party. During this thirty-day period, each party shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the other party from such winding down and cessation of services.

11.5 The rights and remedies of each party provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.

11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

12. Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
- 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
- 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
19. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
20. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts,

copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.

- 21. Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
- 22. County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Workplace Discrimination, Harassment and Retaliation Prevention Policy, Workplace Violence Prevention Policy, Smoke Free Campus Policy and Personal Information Protection Policy. All subcontracts shall also comply with these provisions.
- 23. Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
- 24. Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
- 24.1 Workers Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 24.2 Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 24.3 Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 24.4 Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.

- 24.5 Extended Reporting Coverage (“Tail Coverage”).** For Professional Liability/Errors & Omissions Insurance written on a “claims made” basis and for any other required liability insurance provided on a “claims made” basis, Contractor shall provide “tail” coverage at the completion of the contract for a duration of thirty-six (36) months or continuous “claims made” liability coverage provided for thirty-six (36) months following contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 24.6 Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 24.7 Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor’s services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 24.8 Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 24.9 Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
- 25. Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
- 26. Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
- 27. Protecting the Federal Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government’s interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
- 28. Security of Information**
- 28.1** The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- 28.2** No County Contractor will print a person’s full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

28.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

29. Performance Standards. Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the established industry or business performance standards most closely involved in providing the goods or services.

30. Remedies. The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
- c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

31. Whole Contract. THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

SECTION 6 – SIGNATURES

FOR CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

DocuSigned by: <i>John Vanderkin</i> 97B1C45B6E5E499...	Authorized Signature	3/17/2020 12:47 PM PDT
John Vanderkin		President
Printed Signatory Name		Title

Business Name or DBA(Check Payable to): Employers Overload

Address: PO BOX 1928

City, State, Zip: Lake Oswego, OR 97035

Email: john@eostaffing.com

CCB Number and/or DUNS Number (if applicable): 07073-1187

Contractor Contact Person:

Contractor Contact Person: John Vanderkin Phone: 503.603.2053

Contractor Contact Email: john@eostaffing.com

FOR COUNTY:

DocuSigned by: <i>Sia Lindstrom</i> 7AFF957C9D2943D...	Authorized Signature	3/19/2020 11:29 AM PDT
Deputy County Administrator		
Printed Signatory Title		



ATTACHMENT A

**See Attached Proposal
Response Packet**



EMPLOYERS OVERLOAD 12540 SW 69th Ave Portland, OR 97223 o 503 639 1400 f 503 639 3504

January 16, 2020

Suzi Fulcher CPPB, Purchasing Manager
Washington County Purchasing Division
Charles D. Cameron Public Services Building
155 North First Avenue, Suite 270, MS 28
Hillsboro, Oregon 97124

Re: Cover Letter (# 2019.157P)

Dear Suzi,

We at Employers Overload sincerely appreciate the opportunity to provide our proposal for payroll services to Washington County. Employers Overload has provided payroll services to Washington County for more than 29 years and it would be our pleasure to be allowed to continue those services.

Enclosed is our proposal including the required forms, our responses to sections 42 thru 44, and a number of attachments. The attachments include samples of our application forms, insurance certificates, and sample reports.

As requested in section 27.1 of the Request for Proposal;

- 27.1.1 We are a full-service staffing company incorporated in Oregon
- 27.1.2 I, John Vanderkin, will represent our organization in any negotiations
- 27.1.3 I, John Vanderkin will sign any contract that is required
- 27.1.4 My contact information is;

John Vanderkin
PO Box 1928
Lake Oswego, OR 97035
Office (503) 603-2053 Fax (503) 639-3504
john@eostaffing.com

Sincerely,

John Vanderkin
President

PROPOSAL RESPONSE PACKET

2019.157P

**CERTIFICATION AND CONTRACT OFFER
PROPOSAL COST
INSURANCE REQUIREMENTS CERTIFICATION
SUSTAINABILITY QUESTIONNAIRE**

PAYROLLING SERVICES

PROPOSAL DUE DATE: 3:00 pm Friday

January 17, 2020

**WASHINGTON COUNTY PURCHASING DIVISION
CHARLES D. CAMERON PUBLIC SERVICES BUILDING, SUITE 270
155 NORTH FIRST AVENUE, MS 28
HILLSBORO, OREGON, 97124**

**THIS PROPOSAL FORM PACKET MUST BE COMPLETED AND RETURNED WITH
YOUR PROPOSAL**

CERTIFICATION AND CONTRACT OFFER

PROPOSAL TITLE: PAYROLLING SERVICES (#2019.157P)

PROPOSAL DUE DATE: 3:00 pm Friday January 17, 2020

The undersigned after having carefully examined the Special Instructions, Project/Proposal Information, General Instructions and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The proposer further agrees that this offer will remain in effect at the rates proposed for a period of not less than 180 calendar days from the date that proposals are due and that this offer may not be withdrawn or modified during that time.

The proposer hereby certifies that this proposal is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The proposer hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

The responder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

CERTIFICATION AND CONTRACT OFFER

Continued


The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the solicitation documents and addenda (if any) numbered 0 through 0 inclusive.

The proposer will extend pricing and terms to other public agencies Yes or No

The proposer is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY: 	DATE: January 16, 2020
PRINTED NAME: John Vanderkin	TITLE: President
FIRM: Employers Overload	DUNS Number (if applicable): 07-073-1187
MAILING ADDRESS: PO Box 1928	PHYSICAL ADDRESS: 12540 SW 69th Ave Portland, OR 97223
CITY, STATE and ZIP Lake Oswego, OR 97035	E-MAIL ADDRESS: john@eostaffing.com
PHONE: (AREA CODE) (503) 603-2053	FAX: (AREA CODE) (503) 639-3504

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

PROPOSAL COST**PROPOSAL TITLE:** PAYROLLING SERVICES (#2019.157P)**PROPOSAL DUE DATE:** 3:00 pm Friday January 17, 2020**FIRM NAME:** Employers Overload

	<u>EMPLOYEE CLASSIFICATIONS</u>	<u>PERCENTAGE OVER COST Non - ACA Covered Employee</u>	<u>PERCENTAGE OVER COST ACA Covered Employee</u>
1.	Processing Boards and Counting Boards	20%	23%
2.	Runners and Drop Site Monitors	20%	23%
3.	Drivers	28%	31%
4.	Clerk I	20%	23%
5.	Clerk II	20%	23%

INSURANCE REQUIREMENTS CERTIFICATION FORM

The following minimum insurance will be required of the successful proposer(s). It is strongly advised that proposers give this information to their insurance agent to verify that all requirements can be met.

- 1. COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.
- 2. AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage for Washington County, its agents, officers, elected officials and employees during the term of this contract.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

No requirement in excess of that required under state law.
- 3. PROFESSIONAL LIABILITY INSURANCE**

Not required.

PROFESSIONAL LIABILITY INSURANCE with a combined single limit, or the equivalent, of not less than: \$1,000,000/\$2,000,000, or \$2,000,000/\$4,000,000 Other: \$ _____ each occurrence/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5. **OTHER COVERAGE REQUIRED**

POLLUTION OR ASBESTOS LIABILITY INSURANCE with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$_____ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor

ADDITIONAL INSURED ENDORSEMENT naming "Washington County, its agents, officers, elected officials and employees" with respect to liability for "Bodily Injury" and "Property Damage" included in the "products-completed operations hazard."

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and proposer. Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

I certify that the above insurance is available and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next proposer available for award if the certificate is not received within 10 days

By:



Date: January 16, 2020

SUSTAINABILITY QUESTIONNAIRE

Company Name: Employers Overload Date: January 16, 2020

The Sustainability Questionnaire must be completed and returned with your bid/proposal. This questionnaire is applicable to firms that provide services and/or goods to the County.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Check the items that apply.

- We apply environmental criteria when making purchasing decisions
- We purchase “green” (recyclable, reusable, non-toxic) supplies, products and materials
- We specify sustainable products and or locally manufactured products

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues.

2. What type of sustainable packaging/shipping materials do you use? Check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Check the items that apply.

- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles
- We purchase carbon offsets

Other – describe your company’s Green Transportation plan for your operation or provide a link.

4. What does your company do to minimize the environmental costs associated with shipping? Check the items that apply.

- We combine deliveries with customer visits
- We consolidate deliveries
- We utilize electronic communications and electronic transfer of documents

Other – describe what your company’s does to minimize the environmental costs associated with shipping.

5. Has your company ever been cited for non-compliance of any environmental or safety issues? Check the item that applies.

- No, my company HAS NOT been cited for non-compliance
 - Yes, my company HAS been cited for non-compliance
- State the reason, date and outcome of the citation.

6. Does your company have web-based material available documenting your “Green” initiatives? Check the items that apply.

- Our website, includes “Green” reference information (provide Link)
- Our website, includes an environmental policy statement (provide Link)
- Our website, includes our company’s Sustainability Report (provide Link)

Other – does your company have other web-based materials available documenting your “Green” initiatives (Provide Link)

7. If you are providing a product, to your knowledge, has the manufacturer of the product that you are bidding or proposing ever been cited for non-compliance of any environmental or safety issue? Check the item that applies.

- No, the manufacturer of the product HAS NOT been cited for non-compliance
- Yes, the manufacturer of the product HAS been cited for non-compliance

State the reason, date and outcome of the citation.

8. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit) Check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We have a company-wide Recycling Program
- We have formed a Sustainability Committee to identify sustainable solutions for our company

Other – what other programs do you have in place, or planned for promoting resource efficiency.

REFERENCES

PROPOSAL TITLE: PAYROLLING SERVICES (# 2019.157P)

PROPOSAL DUE DATE: 3:00 P.M. FRIDAY JANUARY 17, 2020

FIRM NAME: Employers Overload

Our firm has provided professional services of a similar nature to the following:

Please refer to "Confidential" information enclosed

Employers Overload Responses to Sections 41 - 44

41. SERVICE REQUIREMENTS (Evaluation Criteria C):

41.1

Employers Overload will accept timecards, timesheets, or other approved time reports from those authorized by the County, in the agreed upon format.

41.2

Employers Overload's standard payroll cycle is weekly. We collect timecards no later than Monday, for the hours worked the previous week, process payroll on Wednesday, and distribute checks on Friday. We also process a payroll on Friday to cover any late timecards submitted. We process all payroll within our corporate office so we can be extremely responsive to emergency conditions. If an alternative cycle is preferred for Washington County, Employers Overload will make the necessary exceptions.

41.3

Employers Overload will pay based on the County's pay cycle of Saturday through Friday.

41.4

Employers Overload accepts electronic transfer of hours tracked by Washington County for payroll processing from authorized County personnel, including an Excel spreadsheet format. In addition, Employers Overload can provide standard group time sheets or individual timecards that are to be signed by authorized County personnel. The paper time sheets and timecards can be picked up by EO (during large projects), scanned and e-mailed to Employers Overload, or faxed to the Employers Overload payroll department. Time clocks and web-based time reporting is also available.

41.5

Employers Overload will make every effort possible to reduce the time to sign up a new employee, and to track and submit hours worked. For large groups of employees, EO can be onsite at Washington County locations to help with the new employee paperwork. We believe each person can be provided the appropriate paperwork, quick instructions, and then have their documents reviewed and submitted within 5 minutes or less. In addition, we are happy to retrieve all completed employment paperwork from the county offices to alleviate the burden of scanning.

41.6

Employers Overload will deliver pay checks to the County locations each week, if preferred. However, we typically encourage each employee to utilize direct deposit or pay card processing for their weekly payroll, with no waiting period for implementation. This approach provides payroll funds to the employee much quicker and eliminates the need for live check pickup or delivery.

41.7

Employers Overload has the ability to provide customized reports to meet the County's needs. Reports can be provided monthly, quarterly, and yearly to match the July 1 – June 30th fiscal year. Please refer to "Confidential" information enclosed with this proposal to see a sample of one of our many available reports.

42. CONTRACT STARTUP / COVNERSION PLAN (Evaluation Criteria D):

42.1

Since Employers Overload has been providing payroll services to Washington County for many years, there will be little if any necessary start-up time. We would like to offer setting a meeting to see if there are areas of improvement we might offer and to help ensure that we are exceeding expectations. We have a new digital option for more quickly and accurately filling out the employment on-boarding paperwork, that we would like to present.

42.1.1

Payrolled employees selected by Washington County to work on assignment will be required to complete the EO employee packet that includes a quick payrolled employee application, W-4 form, I-9 form, and other required paperwork to meeting federal and state laws.

Sample packet of required employee paperwork: Our goal is to make it as quick and easy to sign the employees up on our payroll as possible, while meeting all government requirements and employer responsibilities. The following forms may be used, and exceptions made, upon further discussion (Please refer to “Confidential” information enclosed with this proposal to see a sample Application):

- | | |
|------------------------|--|
| Application: | A quick payroll application will be required for employees chosen by the County to be payrolled. This quick application process can be utilized if the county agrees to hold EO harmless from the selection criteria and decision to payroll specific individuals, which enables EO to proceed without background checks & employment history. |
| W-4: | All Employees |
| I-9: | I-9 / E-Verify process for all employees. For large hiring groups, Employers Overload can be on-site to process I-9's and conduct the E-verify process. |
| Oregon Saves: | A quick document allowing employees to quickly enroll or opt out of this required program. |
| Healthcare Enrollment: | A very quick document that allows employees to enroll or opt out of healthcare coverage. This document is required by the federal Patient Protection and Affordable Care Act. |
| DMV Authorization: | For individuals who will be doing occasional driving - those individuals will need to complete an Authorization for Release of Motor Vehicle Records form, and a hold harmless agreement. If they will be doing occasional driving of their own vehicles, we will also need to see proof and limits on their personal car insurance. |

42.1.2

For personnel recruited and placed by Employers Overload to fill an open position, Employers Overload will process them through our regular hiring procedures. This process includes our standard application process, including listing work history, skills, an interview process, and skills assessments. We utilize Skill Check skills testing to assess a candidate's skill levels in specific areas (This is an on-line program that can be e-mailed to candidates or performed at an EO or client location). In addition, all candidates placed by Employers Overload must meet E-Verify authorization. The requirements from the County and potential personnel will be minimal; provide the details of the open position (pay, job description, worksite details, etc.) and our team will take it from there.

42.1.3

No additional employment paperwork will be required for Employers Overload employees currently working for Animal Control; except for the possibility of DMV records if specified to drive while on assignment.

42.2

Employers Overload will work closely with the County to be able to process the paperwork of new payrolled employees so they can start the same day if necessary. Responsiveness is a key component to our quality service, and we are committed to making the process quick and timely so individuals can get right to work and be paid on time.

43. STATEMENT OF QUALIFICATIONS (Evaluation Criteria B):

43.1.1

Employers Overload's experienced team will ensure Washington County's payrolling needs are not only met but exceeded. We have worked with Washington County, providing payroll services, for more than 29 years. Employers Overload processes the payroll and makes all necessary withholdings for employer and tax purposes. We have continuously provided payroll checks on a timely manner and have promptly responded to any needs for adjustments.

As in prior years, the Contract Administrator, as well as other Washington County authorized personnel, will have direct access to Employers Overload's leadership and payroll team. Rosa Capote, our Regional Operations Director will be the County's main contact. Melissa Schirado, who has processed the Washington County payroll for many years, will continue to work closely with Rosa and the County Administrator to help ensure exceptional payrolling accuracy, timeliness, and customer service. Assigned to your account are the following experienced EO team members here in the Beaverton/Portland offices:

- **Rosa Capote: Regional Operations Director – 8 years with EO – Direct Contact**
- Melissa Schirado: Payroll Manager – 26.5 years with EO
- Tom Szambelan: CEO – 30 years with EO
- John Vanderkin: President – 10.5 years with EO
- Steve Morgan: COO – 2+ years with EO and over 25 years as a previous EO client

Experience of Company: Employers Overload was founded in 1947 and has been servicing the Portland metro area since 1960. Employers Overload's Owner/Chairman has been with the company since 1969. With 10 offices throughout the Willamette Valley and SW Washington, EO is one of the largest privately held staffing companies in the area.

Ability to Handle Payroll: Employers Overload processes payroll for approximately 7,000 employees throughout the year. High volume seasonal payrolling is our specialty and an area in which we excel. In addition to our years of experience processing payroll for Washington County, we have other accounts in which we supply and process the payroll for hundreds of employees.

43.1.2

Financial Capability: Employers Overload has a very strong balance sheet and financial performance. Please refer to "Confidential" information enclosed with this proposal to see our financial statements.

44. DIVERSITY - EQUITY

44.1

Employers Overload does not hold State of Oregon COBID Certifications.

44.2

- Race of Staff: 65.4% White, 26.9% Hispanic or Latino, 6.4% Black or African American, 1.3% Asian
- Gender: 74% Female, 26% Male
- Disabilities: We employ individuals with disabilities on our team.
- Veteran Status: We don't currently have a veteran working on our team

44.3

26% Spanish speaking.

44.4

Employers Overload has a heart for people as our number one core value, and we work hard to employ a diverse and talented workforce.

Above and beyond our efforts towards diversity, Employers Overload has a Supported Employment Division, with 24 staff members that provide career and employment services and support to more than 200 individuals experiencing intellectual and developmental disabilities. As we help our clients find integrated employment in the Clark County, WA and Washington County, OR communities, we then provide ongoing job supports and training to help the individual perform their job and help their employer to support their efforts.



PROJECT SPECIFICATIONS / SCOPE OF WORK

34 BACKGROUND INFORMATION

Washington County is a suburban county located on the western edge of Portland, Oregon. Its boundaries extend from the City of Portland to the coast range. The current population is approximately 600,000 people. There is a mix of urban, suburban and rural areas. The eastern half of the County is composed of service industries, light manufacturing, residential and commercial activity. It is relatively densely populated. The western half is primarily farms and private forest lands across rural settings, together with several smaller incorporated and unincorporated communities.

The County seat of government is located in Hillsboro, Oregon. The County has experienced substantial growth over the last fifty years principally in the electronics and high-tech industries. Twenty percent of the entire state's population growth in the last five years has occurred in Washington County.

The County is a home-rule county, governed by five elected Commissioners who appoint a County Administrator as the chief executive of the County. There are currently approximately 2000 employees in all areas of County government who are engaged in providing the multitude of services required by its member cities, businesses and general population.

35 PURPOSE/SCOPE OF PROJECT

- 35.1 Payrolling services shall be used mainly for payroll processing for persons assigned to an activity by the Department of Assessment and Taxation Elections Division. However other County Departments may utilize these services when needed. This shall include but not be limited to withholding and payment of all taxes, benefits, and costs, insurance and bonding, issuance of a payroll check, processing of all timesheets and related documents and other activities in connection with payroll matters.
- 35.2 Washington County shall retain the responsibility for all scheduling.
- 35.3 Personnel referred to the contractor by Washington County shall not become a deployable employee for the contractor except in instances where it is requested by the personnel and will not conflict with work for the County.
- 35.4 The contractor shall assume all responsibility for the personnel administration of all temporary employees. This shall include but not be limited to the following:
 - a. Payroll and related forms.
 - b. Payment of social security and withholding taxes.
 - c. Benefits, if applicable.
 - d. Workers Compensation.
 - e. Unemployment insurance.
 - f. Other costs required by law or ordinarily furnished by the firm.

- g. Computation of all payroll records and expenses and release of paychecks to employees.
- h. Provide all W-2 forms as appropriate to employees.
- i. Provide general liability insurance for each employee as required.
- j. DMV checks for drivers

35.5 The County will provide the names of individuals who are qualified for temporary employment and who have worked for the County in the past. These individuals will become employees of the contractor and subject to their personnel policies and practices. However, the County will retain the right to reject a particular individual and direct the work of all employees.

35.6 The cost proposed to the County is to be a flat percentage of each employee's base salary/wage as defined in Section 37 below. Said percentage shall cover all taxes, insurance, employee-related costs and overhead and profit of the firm. Reference the Proposal Cost Form included in Attachment A: Proposal Form Packet.

36 ELECTIONS PROJECT INFORMATION

36.1 Washington County, under the laws of the State of Oregon, manages all elections functions held within the County. These elections include the general elections, primary elections, and various special elections throughout the year depending on the issues to be placed before the voters. The current number of regularly scheduled election dates within the state is four.

36.2 The Elections Division employs a number of people as permanent staff who plan, organize and manage all the elections. In addition to the regular County staff, the Division employs a number of individuals on a temporary basis for each election. Depending on the size and complexity of the election, this number ranges from a low of 8 to a high of 300.

37 CLASSIFICATION INFORMATION

37.1 For purposes of evaluation, an estimated number of hours have been assigned to each employee classification. The information is detailed below:

	EMPLOYEE CLASSIFICATION	NUMBER OF HOURS (ANNUALLY)
a.	Elections - Processing, Inspection Boards and Runners, Drivers	10,000
b.	Clerk I & II	8,600

38 EMPLOYEE CLASSIFICATIONS

38.1 Election Processing Boards and Counting Boards.

RATES:	\$13.25 per hour and above
	8 to 14 hours per day
	Overtime after 8 hours per day
	3-300 personnel, four times per year

38.2 Runners and Drop Site Monitors.

RATES:	\$13.25 per hour and above
	2 to 8 hours
	Overtime after 8 hours per day
	4 - 60 personnel, four times per year

38.3 Drivers.

RATES:	\$13.50 per hour and above
	2 to 8 hours
	Overtime after 8 hours per day
	2-30 personnel, four times per year

38.4 Clerk I.

RATES:	\$13.50 per hour and above
	Overtime after 8 hours per day
	2 - 20 personnel required, four times per year for 1 to 8 week period at any given election and/or when needed

38.5 Clerk II.

RATES:	\$15.50 per hour and above
	Overtime after 8 hours per day
	2 - 20 personnel required, four times per year for 4 to 12 week period at any given election and/or when needed

39 LIABILITY FOR ELECTION RESULTS

39.1 If the personnel provided or serviced by the contractor are used in connection with County activity within the Elections Division, the contractor in no way shall retain any responsibility or liability for the outcome of any election. The complete and total responsibility for the integrity of the entire election process shall remain with the County.

40 QUALIFIED AND PAST EMPLOYEES

40.1 The Elections Division will forward the names and contact information of workers that are qualified and interested in working to the contractor at least two weeks prior to needing the services of the workers.

41 SERVICE REQUIREMENTS (Evaluation Criteria C)

41.1 The County Divisions will submit time cards to the contractor in an agreed upon format. The names of those authorized to submit time cards for each entity will be provided to the contractor.

41.2 The County requires issuance of a payroll checks to be within 10 calendar days of completion of work. Describe your timelines for payroll processing of all timesheets and related documents and other activities in connection with payroll matters and options available to the County. Include frequency of check cutting, emergency procedures, and any other relevant information.

41.3 Pay periods will follow the same pay schedule as the County, Saturday through Friday.

- 41.4 Contractor shall detail acceptable methods of submitting time cards and information required from the County for each method. Include individual and group submittal options with approval process.
- 41.5 Provide an estimate of the average reporting burden to the County for the collection and submittal per person, per time card, including the time for reviewing instructions, completing form(s) and the approval process.
- 41.6 Describe payroll check distribution options.
- 41.7 The County requires monthly, quarterly, and yearly (July 1 - June 30) reports. Provide samples of reports available and detail the advantages and uses for each report.



AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Assessment and Taxation

Agenda Title: **ACCEPT PROPOSAL AND AWARD CONTRACT FOR PAYROLLING SERVICES (#2019.157P)**

Presented by: Margaret Garza, Interim Director of Assessment and Taxation

SUMMARY:

Request that your Board award a contract to Employers Overload for payrollling services for the Department of Assessment and Taxation Elections Division. The term of the contract will be effective for the period through and including March 31, 2023 with an option to exercise two one-year renewals. Annual spend will depend on the size and number of elections in a given year, but will not exceed \$240,000 annually.

The Elections Division contracts for assistance on a temporary basis for each election. The number of employees ranges from a low of 8-10 to a high of 150-300 depending on the size and complexity of the election.

The required legal advertisement and Request for Proposal (RFP) document was released December 23, 2019. Two provider responses were received by the due date and time. The proposals were evaluated by staff from Assessment & Taxation, Information Technology and Purchasing. The proposals scored as follows:

- Employers Overload 96 out of 100
- P.I.E. Management 81 out of 100

ADDITIONAL INFORMATION:

Community Feedback (Known Support/Opposition): None

Legal History/Prior Board Action: Board awarded a contract for these services to Employers Overload on June 02, 2015 (MO 15-178).

Budget Impacts: This expense is annually reflected in the A&T Elections budget.

DEPARTMENT'S REQUESTED ACTION:

Award a contract to Employers Overload for payrollling services for the Department of Assessment and Taxation Elections Division effective through March 31, 2023 with an option to exercise two one-year renewals. Authorize an annual expenditure for the contract of \$240,000.

COUNTY ADMINISTRATOR'S RECOMMENDATION:

I concur with the requested action.

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MARGARET GARZA 20.53
DATE 2.25.20
Margaret Garza

Agenda Item No	<u>2.g.</u>
Date:	02/25/20



**WASHINGTON
COUNTY,
OREGON**

Proposal submissions will not be accepted in electronic form. All submissions must be delivered in hard copy in accordance with the instructions of the document.

REQUEST
FOR
PROPOSALS

PAYROLLING SERVICES
FOR
WASHINGTON COUNTY, OREGON

PROPOSAL DUE BY or BEFORE: 3 pm PT Friday January 17, 2020

(NO. 2019.157PP)

PLEASE NOTE:

Copies of solicitation documents obtained from sources other than the Washington County Purchasing Division or ORPIN are not valid documents.

COPY OF LEGAL ADVERTISEMENT

WASHINGTON COUNTY, OREGON
REQUEST FOR PROPOSALS
(No. 2019.157P)

Washington County, Oregon is requesting sealed proposals from qualified firms to provide payrolling services. Payrolling services are used mainly for payroll processing for persons assigned to an activity by the Department of Assessment and Taxation Elections Division. However other County Departments may utilize these services when needed. This shall include but is not limited to withholding and payment of all taxes, benefits, and costs, insurance and bonding, issuance of a payroll check, processing of time sheets and related documents and other activities in connection with payroll matters.

Proposals must be received by 3:00 pm Friday January 17, 2020 in the Washington County Purchasing Division Office, Charles D. Cameron Public Services Building, Suite 270, 155 North First Avenue, Hillsboro, OR 97124. Proposals received after the designated time and date, per the official bid clock located in Purchasing, will be returned unopened.

The County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding by the County it is in the public interest to do so.

A copy of the Request for Proposal document is posted on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. Proposal documents can be viewed and downloaded from the ORPIN site. Proposers are responsible for checking the ORPIN site for any addendums before submitting their proposals.

The Washington County Board of Commissioners reserves the right to reject any and all proposals and to waive any and all informalities in the best interest of the County.

Dated this 23rd day of December 2019.

Suzi Fulcher CPPB
Purchasing Manager
Phone: (503) 846-8734

Published: December 24, 2019
December 27, 2019

ORPIN
Portland Tribune

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals to provide either goods or services to Washington County.

1 PRECEDENCE OF PROPOSAL DOCUMENTS

1.1 The order of precedence of documents is as follows:

1. Special Instructions
2. Standard Contract Terms & Conditions
3. Specifications/Scope of Work
4. General Instructions

2 COPIES OF PROPOSAL DOCUMENTS

2.1 Documents obtained from sources (such as directly from other contractors) other than the Washington County Purchasing Division or the Oregon Procurement Information Network (ORPIN) are not valid proposal documents. It is the proposer's responsibility to insure they are listed as an interested party on the ORPIN website for a particular project in order to receive notification of all addenda as well as additional relevant information.

3 LAWS AND REGULATIONS

- 3.1 The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to County in writing.
- 3.2 All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for obtaining for applicable permits and licenses.

GENERAL INSTRUCTIONS TO PROPOSERS

4 COOPERATIVE PURCHASING

- 4.1 Pursuant to the intent of Oregon Revised Statutes, Chapter 279A.200, any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods/services directly from contractor under the terms and conditions of this contract.
- 4.2 The proposer agrees to extend identical pricing and services to other public agencies for the same terms.
- 4.3 Each contracting agency will execute a separate contract with the successful proposer for its requirements. Any ordering and billing shall take place directly between the proposer and such entity.
- 4.4 Any proposer, by written notification at the time of the proposal due date and time, may decline to extend the prices, services and terms of this proposal to any, and/or all other public agencies. There is no penalty for declining cooperative procurements.

5 RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

- 5.1 Contractor is encouraged to use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
- 5.2 Washington County prefers materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.
- 5.3 Washington County supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract.

6 SPECIFICATION PROTEST PROCESS

- 6.1 Delivery: A proposer must deliver a protest of specifications to the County in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest
Proposal#: 2019.157P
Washington County Purchasing Division
ATTN: Purchasing Supervisor
155 North First Avenue, Suite 270 MS 28
Hillsboro, Oregon 97124-3072

GENERAL INSTRUCTIONS TO PROPOSERS

- 6.2 Content: A proposer's written protest must include:
 - 6.2.1 A detailed statement of the legal and factual grounds for the protest;
 - 6.2.2 description of the resulting prejudice to the proposer; and
 - 6.2.3 a statement of the form of relief requested or any proposed changes to the specifications.
- 6.3 County Response: The County may reject without consideration a proposer's protest after the deadline established for submitting protest. The County shall provide notice to the applicable proposer if it entirely rejects a protest. If the County agrees with the proposer's protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation.
- 6.4 Extension of Closing: If the County receives a written protest from a proposer in accordance with this rule, the County may extend closing if the County determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.
- 6.5 Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

7 PROPRIETARY INFORMATION

- 7.1 The County is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The County will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
- 7.2 The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.
- 7.3 All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:
 - 7.3.1 It shall be clearly marked in bulk and on each page of the confidential document.
 - 7.3.2 It shall be kept separate from the other RFP documents in a separate envelope or package.
 - 7.3.3 Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.

GENERAL INSTRUCTIONS TO PROPOSERS

- 7.3.4 Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- 7.3.5 This statement shall be inserted in the place where the requested information was to have been placed.
- 7.4 Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria in 8.3 above.
- 7.5 Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the County is directed to disclose by the County’s Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the County will notify the Proposer. If the Proposer disagrees with the County’s decision, the County may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

8 RECEIPT OF PROPOSALS

- 8.1 All proposals must be in a sealed envelope or appropriate packaging and addressed to the Washington County Purchasing Division address below. The name and address of the proposer should appear on the outside of the envelope. The outside lower left-hand corner should state the RFP title and number and the RFP due date and time.
- 8.2 The proposal can be mailed or delivered to:

Washington County Purchasing Division
Charles D. Cameron Public Services Building
155 North First Avenue, Suite 270, MS #28
Hillsboro, OR 97124

- 8.3 All mail addressed to Washington County, including FedEx and UPS deliveries etc., is automatically delivered to the County's central mailroom where it is sorted and disbursed to the individual County locations and staff. It is the sole responsibility of the proposer to insure proposals are received at the location above by the due date and time. Receipt of proposal documents in the central mailroom is not sufficient.

9 PHONE PROPOSALS, LATE PROPOSALS OR MODIFICATIONS

- 9.1 Late proposals or modifications of proposals will be handled in the following manner:

GENERAL INSTRUCTIONS TO PROPOSERS

9.1.1 It is the sole responsibility of the proposer to ensure receipt of proposals by the County at the specified time and location. Proposals received after this time will not be considered and will be returned unopened.

9.2 Any modification of a proposal is subject to the same conditions set forth in 10.1.1 above.

9.3 Phone proposals will not be accepted. FAX or electronically transmitted proposals will not be considered unless authorized by the special instructions.

10 CERTIFICATION AND CONTRACT OFFER

10.1 An individual of the company who is authorized to legally obligate the company must sign the certification and contract offer in ink before an award will be made.

10.2 An offer will not be considered for award where the certification has been omitted, modified or not properly signed prior to presentation to the County Administrator or Board of Commissioners for award.

11 PERIOD PROPOSAL SHALL REMAIN VALID

11.1 All proposals shall remain firm for a period of 180 calendar-days after date specified for receipt of proposals.

12 OWNERSHIP AND USE OF DOCUMENTS

12.1 All documents submitted to the County shall become public records, subject to disclosure, unless otherwise protected pursuant to the Oregon Public Records Law.

13 ACCEPTANCE, REJECTION OR CANCELLATION OF AWARD

13.1 Washington County reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified proposer(s) for all or part of the requested goods and services. All proposals become the property of the County.

13.2 This RFP does not commit the County to award a contract or to pay any costs incurred by companies responding. Washington County reserves the right to cancel award of this contract at any time before execution of the contract if cancellation is deemed to be in the County's best interests. In no event shall the County have any liability for the cancellation of the award. All costs of the proposal process, interviews, contract negotiations, and related expenses are the responsibility of the proposer.

13.3 Acceptance of a proposal is subject to budget approval, appropriation and budgetary constraints.

GENERAL INSTRUCTIONS TO PROPOSERS

14 RIGHTS OF BOARD OF COMMISSIONERS

- 14.1 The Board of Commissioners expressly reserves the following rights:
 - 14.1.1 To waive irregularities in the proposals submitted.
 - 14.1.2 To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.
 - 14.1.3 To base awards with due regard to quality of services, experience, compliance with specifications, proposal response, and other such factors as necessary in the circumstances.
 - 14.1.4 To make the award to any proposer whose proposal, in the opinion of management and the Board, is in the best interest of the County.
 - 14.1.5 To negotiate contract terms and conditions.

15 QUALIFICATIONS/INVESTIGATION OF REFERENCES/RESPONSIBLE PROPOSER

- 15.1 Qualifications of proposers will be evaluated when determining the award. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- 15.2 The County reserves the right to investigate references and to consider the past performance of any proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the proposer.
- 15.3 Before awarding a contract, the County shall determine that the apparent successful proposer has met the requirements of responsibility outlined in ORS 279B.110.

16 AWARD RECOMMENDATION

- 16.1 The notice of intent to award will be posted on the ORPIN website at least seven (7) days before the award of the contract. See Section 19 of this section for protest of award.
- 16.2 The decision by the Board or the County Administrator to award the contract shall constitute the final decision of the County to award the contract.

GENERAL INSTRUCTIONS TO PROPOSERS

17 INSPECTION OF PROPOSALS

- 17.1 Subject to the provisions of the Oregon Public Records Law, all proposals received will be available for public inspection after the notice of intent to award has been published. Public inspection of hard copy files is by appointment only. If possible, proposals will be provided via an electronic link.
- 17.2 Copies of material from proposal files may be obtained from the Washington County Purchasing Division upon payment of a charges based upon the current County Fee Schedule.
- 17.3 Prepayment is required for mailing copies of materials from the proposal files.

18 PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD

- 18.1 Purpose. The award by the Washington County Board of Commissioners of the contract shall constitute a final decision of the County to award the contract if no written protest of the award is filed. A proposer may protest the award of a contract, or the intent to award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410(1) are satisfied. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.
- 18.2 Delivery. A proposer must deliver a written protest to the Washington County Purchasing Supervisor within seven (7) days after issuance of the notice of intent to award the contract.
- 18.3 Content of Protest. A proposer's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410(2). Proposer may not protest the content of specifications in an award protest. Proposers may protest only deviations from laws rules, regulations, or procedures including procedures set out in this RFP. Disagreement with the scoring by the Selection Committee is not a basis for protest. Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based.
- 18.4 County Response. The County shall not consider a proposer's contract award protest submitted after the timeline established for submitting such protest. The County shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the County upholds the protest, in whole or in part, the County may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation. The County shall not consider any protest against award based on the content of specifications.
- 18.5 Judicial Review. Judicial review of the Board's or its designee's decision relating to a contract award protest shall be in accordance with ORS 279B.415.

GENERAL INSTRUCTIONS TO PROPOSERS

19 NEGOTIATION WITH AWARDED CONTRACTOR(S)

19.1 The County reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the County.

20 CONTRACTOR'S RESPONSIBILITY

20.1 It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the contractor's liability, or status as independent contractor, and contractor will remain responsible for the cost of all permits unless otherwise specified.

20.2 Contractor agrees to meet the highest standards prevalent in the industry or business most closely related to the goods or services of this proposal.

21 SOCIAL EQUITY

21.1 In order to promote economic growth, the County seeks to maximize the participation of diverse partners and suppliers throughout the duration of the contract.

21.2 Working in a way that promotes the empowerment of individuals, organizations, and communities most affected by inequities is a practical method of achieving equity. We want to integrate empowering equity strategies that allow for authentic voice to be heard and ultimately represented in decisions from this delivery of service.

21.3 The County values the community as a whole and calls out those providing and receiving services should have a positive economic impact from the delivery of services that is long term and positively changes our hierarchical systems to incorporate those who are most affected by inequities.

21.4 It is the County's desire to create full and equal access to opportunities for all people that enable them to attain their full potential. We pay particular attention to the development of income and wealth for communities most affected by inequities.

SPECIAL INSTRUCTIONS TO PROPOSERS

In addition to the enclosed project/proposal information and general instructions, the following special instructions apply to this proposal only.

22 PROPOSED TIMELINES

DATE	ACTIVITY
December 23, 2019	Date of Legal Advertisement
Seven (7) calendar days before proposal due date	Submit Protest to Specifications
Seven (7) calendar days before proposal due date; before 5 p.m. (PST)	Last Day to Submit Questions
3:00 pm January 17, 2020	Proposal Due Date
January 20 - January 31, 2020	Evaluation Process
Seven (7) calendar days before award of contract	Notice of Intent to Award
February 18, 2020	Award Recommendation to County Board of Commissioners

- 22.1 The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes to the due date will be made to all parties that have received the proposal directly from the County or from ORPIN.

23 CONTACT PERSON

- 23.1 Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Suzi Fulcher CPPB Purchasing Manager

E-mail: wcpurchasing@co.washington.or.us

Fax: (503) 846-8329

Phone: (503) 846-8734

24 INTERPRETATIONS AND ADDENDA

- 24.1 If necessary, interpretations or clarifications in response to questions will be issued by addenda. Questions received less than seven (7) business days before the proposal due date may not be answered unless the County determines, in its sole discretion that it is in its best interests to do so. Oral and other interpretations or clarifications will be without legal effect.
- 24.2 Any amendment(s) to or error(s) in the RFP called to the attention of the County will be added to or corrected by written addendum and posted to ORPIN. The County may also issue addenda to modify the proposal documents, as it deems advisable.
- 24.3 Receipt of addenda must be acknowledged on the certification and contract offer form.
- 24.4 Proposers shall be solely responsible to check for and download all addenda, if any, from the ORPIN web site at <http://orpin.oregon.gov>, prior to submitting their proposals.

SPECIAL INSTRUCTIONS TO PROPOSERS

25 Do not contact any other Washington County staff, employee or official regarding this RFP. Communication between a Proposer and any Metro staff is prohibited from the time the Request for Proposals (RFP) is advertised until the award of a contract to the proposer selected by Metro.

26 **RESPONSE FORMAT**

26.1 The proposal shall be prepared succinctly, providing a straight forward, concise description of the proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits.

26.2 The proposal should contain no more than fifteen, double-sided 8.5 x 11, pages of written material (excluding biographies and brochures which may be included in an appendix) describing the ability of the proposer to perform the work described. The minimum font shall be twelve (12) point single spaced and the minimum margins shall be one (1) inch on all sides.

26.3 Proposals should be submitted on double-sided recyclable paper (post consumer content). Submittals should be bound by staple, band or binder clip and shall consist of paper only. All binders, plastic separators, non-recyclable material, etc. are discouraged. Submittals are not evaluated on the aesthetic of the package.

27 **PROPOSAL CONTENT**

To facilitate evaluation, please prepare your proposal according to the format outlined below:

27.1 Letter of Transmittal/Cover Letter Should include the following:

27.1.1 Structure or type of business entity

27.1.2 Name(s) of the person(s) authorized to represent the Proposer in any negotiations

27.1.3 Name(s) of the person(s) authorized to sign any contract that may result

27.1.4 Contact person's name, mailing or street addresses, phone and fax numbers, and email address

27.1.5 Statement that no redactions are requested, if applicable

A legal representative of the Proposer, authorized to bind the firm in contractual matters must sign the Cover Letter.

27.2 Certification and Contract Offer. (Attachment A, Proposal Response Packet) Failure to sign and submit this form may be cause for rejection.

27.3 A minimum of five references of current accounts for which proposer provides payrolling service for 50 or more people. References should include both private firms and public agencies. List the number of years of service that have been provided and number of employees for each reference provided.

SPECIAL INSTRUCTIONS TO PROPOSERS

27.4 Responses to Sections 42 thru 44, including samples.

28 GUIDELINES FOR PROPOSAL SUBMITTAL AND RECEIPT

28.1 To be considered for this contract, each proposer must submit four copies of its complete proposal document, including one copy clearly marked as the original and an electronic copy in Adobe Acrobat (PDF) or Microsoft Word format in the sequential order of the proposal with a separate folder for any proprietary information. The electronic copy can be on a jump drive or disk and included with the copies of the proposal response. Proposals must be addressed and mailed or hand-delivered to:

Suzi Fulcher CPPB
Purchasing Manager
Washington County Purchasing Division
Charles D. Cameron Public Services Building
155 North First Avenue, Suite 270, MS 28
Hillsboro, Oregon 97124

28.2 Proposals must be physically received at the above location by 3:00 pm Friday January 17, 2020. A postmark is not sufficient.

28.3 Proposals received after the designated time and date will be returned unopened.

28.4 Proposers are required to submit the proposal forms furnished in this RFP document. Please retain a copy for your records.

28.5 Proposals will not be read aloud.

28.6 Each submittal shall contain the following:

28.6.1 All proposal response forms, including the signed and dated certification and contract offer sheet. All addenda must be acknowledged on the certification and contract offer.

28.6.2 Responses to Article 27 - Proposal Content

28.6.3 Insurance Requirements Certification form and Sustainability Questionnaire

28.6.4 Failure to submit any of the required items may be grounds for rejection of the proposal.

SPECIAL INSTRUCTIONS TO PROPOSERS**29 EVALUATION CRITERIA AND SELECTION PROCESS**

- 29.1 All proposals will be reviewed by staff based on the following criteria. Each evaluation criteria has been assigned points based on its relative value to the contract as a whole. The criteria and the associated points are listed in the table below:

	EVALUATION CRITERIA	POINTS
A.	Cost from Proposal Cost Form (markup)	30
B.	Statement of Qualifications (Section 43)	20
C.	Ability to Meet Service Requirements (Section 41)	30
D.	Contract Startup / Conversion Plan (Section 42)	10
E.	Diversity - Equity (Section 44)	10
	TOTAL POINTS	100

- 29.2 A single firm will be identified that is best able to provide the services to the County. The County reserves the sole right to determine the best Proposal. A notice of intent to award will be published and a recommendation will be presented to the County Administrator or Board of Commissioners for their consideration.
- 29.3 The County reserves the right to check references only on the highest scoring proposers, or depending on the scoring differential, just the highest proposer.
- 29.4 The County reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

30 FORM OF CONTRACT

- 30.1 A copy of the standard personal service contract that the County expects the successful firm or individual to execute is attached. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

31 INSURANCE REQUIREMENTS

- 31.1 The insurance requirements for this contract are outlined in the Insurance Requirements Certification Form. The proposer must sign and return this form with their response.

SPECIAL INSTRUCTIONS TO PROPOSERS

32 TERM OF CONTRACT

- 32.1 The term of the contract will be effective for the period through and including March 31, 2023 with an option to exercise two one year renewals.
- 32.2 The maximum term of the contract will be five years.
- 32.3 The estimated annual expenditure for the contract is approximately \$240,000. Actual expenditures may be more or less depending on actual requirements.

33 CONTRACT ADMINISTRATION

- 33.1 The Contract Administrator will be Margaret Garza.

PROJECT SPECIFICATIONS / SCOPE OF WORK

34 BACKGROUND INFORMATION

Washington County is a suburban county located on the western edge of Portland, Oregon. Its boundaries extend from the City of Portland to the coast range. The current population is approximately 600,000 people. There is a mix of urban, suburban and rural areas. The eastern half of the County is composed of service industries, light manufacturing, residential and commercial activity. It is relatively densely populated. The western half is primarily farms and private forest lands across rural settings, together with several smaller incorporated and unincorporated communities.

The County seat of government is located in Hillsboro, Oregon. The County has experienced substantial growth over the last fifty years principally in the electronics and high-tech industries. Twenty percent of the entire state's population growth in the last five years has occurred in Washington County.

The County is a home-rule county, governed by five elected Commissioners who appoint a County Administrator as the chief executive of the County. There are currently approximately 2000 employees in all areas of County government who are engaged in providing the multitude of services required by its member cities, businesses and general population.

35 PURPOSE/SCOPE OF PROJECT

35.1 Payrolling services shall be used mainly for payroll processing for persons assigned to an activity by the Department of Assessment and Taxation Elections Division. However other County Departments may utilize these services when needed. This shall include but not be limited to withholding and payment of all taxes, benefits, and costs, insurance and bonding, issuance of a payroll check, processing of all timesheets and related documents and other activities in connection with payroll matters.

35.2 Washington County shall retain the responsibility for all scheduling.

35.3 Personnel referred to the contractor by Washington County shall not become a deployable employee for the contractor except in instances where it is requested by the personnel and will not conflict with work for the County.

35.4 The contractor shall assume all responsibility for the personnel administration of all temporary employees. This shall include but not be limited to the following:

- a. Payroll and related forms.
- b. Payment of social security and withholding taxes.
- c. Benefits, if applicable.
- d. Workers Compensation.
- e. Unemployment insurance.
- f. Other costs required by law or ordinarily furnished by the firm.
- g. Computation of all payroll records and expenses and release of paychecks to employees.

PROJECT SPECIFICATIONS/SCOPE OF WORK

- h. Provide all W-2 forms as appropriate to employees.
- i. Provide general liability insurance for each employee as required.
- j. DMV checks for drivers

35.5 The County will provide the names of individuals who are qualified for temporary employment and who have worked for the County in the past. These individuals will become employees of the contractor and subject to their personnel policies and practices. However, the County will retain the right to reject a particular individual and direct the work of all employees.

35.6 The cost proposed to the County is to be a flat percentage of each employee’s base salary/wage as defined in Section 37 below. Said percentage shall cover all taxes, insurance, employee-related costs and overhead and profit of the firm. Reference the Proposal Cost Form included in Attachment A: Proposal Form Packet.

36 ELECTIONS PROJECT INFORMATION

36.1 Washington County, under the laws of the State of Oregon, manages all elections functions held within the County. These elections include the general elections, primary elections, and various special elections throughout the year depending on the issues to be placed before the voters. The current number of regularly scheduled election dates within the state is four.

36.2 The Elections Division employs a number of people as permanent staff who plan, organize and manage all the elections. In addition to the regular County staff, the Division employs a number of individuals on a temporary basis for each election. Depending on the size and complexity of the election, this number ranges from a low of 8 to a high of 300.

37 CLASSIFICATION INFORMATION

37.1 For purposes of evaluation, an estimated number of hours have been assigned to each employee classification. The information is detailed below:

	EMPLOYEE CLASSIFICATION	NUMBER OF HOURS (ANNUALLY)
a.	Elections - Processing, Inspection Boards and Runners, Drivers	10,000
b.	Clerk I & II	8,600

38 EMPLOYEE CLASSIFICATIONS

38.1 Election Processing Boards and Counting Boards.

RATES:	\$13.25 per hour and above
	8 to 14 hours per day
	Overtime after 8 hours per day
	3-300 personnel, four times per year

PROJECT SPECIFICATIONS/SCOPE OF WORK

38.2 Runners and Drop Site Monitors.

RATES:	\$13.25 per hour and above
	2 to 8 hours
	Overtime after 8 hours per day
	4 – 60 personnel, four times per year

38.3 Drivers.

RATES:	\$13.50 per hour and above
	2 to 8 hours
	Overtime after 8 hours per day
	2-30 personnel, four times per year

38.4 Clerk I.

RATES:	\$13.50 per hour and above
	Overtime after 8 hours per day
	2 – 20 personnel required, four times per year for 1 to 8 week period at any given election and/or when needed

38.5 Clerk II.

RATES:	\$15.50 per hour and above
	Overtime after 8 hours per day
	2 – 20 personnel required, four times per year for 4 to 12 week period at any given election and/or when needed

39 LIABILITY FOR ELECTION RESULTS

39.1 If the personnel provided or serviced by the contractor are used in connection with County activity within the Elections Division, the contractor in no way shall retain any responsibility or liability for the outcome of any election. The complete and total responsibility for the integrity of the entire election process shall remain with the County.

40 QUALIFIED AND PAST EMPLOYEES

40.1 The Elections Division will forward the names and contact information of workers that are qualified and interested in working to the contractor at least two weeks prior to needing the services of the workers.

41 SERVICE REQUIREMENTS (Evaluation Criteria C):

41.1 The County Divisions will submit time cards to the contractor in an agreed upon format. The names of those authorized to submit time cards for each entity will be provided to the contractor.

PROJECT SPECIFICATIONS/SCOPE OF WORK

- 41.2 The County requires issuance of a payroll checks to be within 10 calendar days of completion of work. Describe your timelines for payroll processing of all timesheets and related documents and other activities in connection with payroll matters and options available to the County. Include frequency of check cutting, emergency procedures, and any other relevant information.
- 41.3 Pay periods will follow the same pay schedule as the County, Saturday through Friday.
- 41.4 Contractor shall detail acceptable methods of submitting time cards and information required from the County for each method. Include individual and group submittal options with approval process.
- 41.5 Provide an estimate of the average reporting burden to the County for the collection and submittal per person, per timecard, including the time for reviewing instructions, completing form(s) and the approval process.
- 41.6 Describe payroll check distribution options.
- 41.7 The County requires monthly, quarterly, and yearly (July 1 – June 30) reports. Provide samples of reports available and detail the advantages and uses for each report.

42 CONTRACT STARTUP/ CONVERSION PLAN (Evaluation Criteria D):

- 42.1 Detail the time necessary and the process for startup after the award of contract to provide the payroll services required under this contract.
 - 42.1.1 What documents and or testing will be required from the County and potential personnel at the start of the contract? Provide samples. Specify format and indicate hard copy or electronic; if electronic indicate program desired.
 - 42.1.2 What documents and or testing will be required from the County and potential personnel when there is a need for personnel? Provide samples. Specify format and indicate hard copy or electronic; if electronic indicate program desired.
 - 42.1.3 Detail the process for converting personnel who will already be working for Animal Control when the new contract begins.
- 42.2 Time is of the essence in getting people on board; many times unexpected illness or inability of staff provided to perform functions will create the need to immediately bring in others. How long before the employee is required to start work must the County provide the names and paperwork for any persons who are to be added to the list?

PROJECT SPECIFICATIONS/SCOPE OF WORK

43 STATEMENT OF QUALIFICATIONS (Evaluation Criteria B):

43.1 Each Statement of Qualifications shall include as a minimum:

43.1.1 Organization and Staff Experience: Proposer shall describe their qualifications and detail the number of years performing the work described in the Request for Proposal. Information about experience should include direct experience with the specific requirements identified in the RFP. Experience in Oregon and local offices are desired.

43.1.2 Financial Capability: Proposer shall demonstrate ability to provide payroll for up to 500 persons, including providing the findings from most recent audit of the company or the past two years financial statements if audit documents are not available.

44 DIVERSITY - EQUITY

44.1 Does your firm hold State of Oregon COBID Certification, or a comparable Emerging Small Business, Minority Owned Business, Women Owned Business, Veteran Owned Business, or Disadvantaged Business certification from another State or Entity? If yes, indicate the state of certification, all certification types and your firm's certification number.

44.2 Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity.

44.3 Describe the diversity and language capabilities of your agency's personnel, particularly those who will be involved in outreach and information gathering.

44.4 Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.

45 PAYMENT

45.1 Payment will be made on a 30-day payable cycle.

45.2 Payment will be made after satisfactory performance of contractual services, in accordance with all the provisions, and upon receipt and verification of a properly completed invoice.

PROJECT SPECIFICATIONS/SCOPE OF WORK

46 PRICE ADJUSTMENTS

- 46.1 Wage rates for these are based on minimum wage and are to be increased whenever the State of Oregon increases the minimum wage.
- 46.2 Private mileage rate shall be consistent with the IRS standard mileage rate when directed by the County. The IRS has set the standard mileage rate at \$.58 per mile effective January 1, 2019. PMR is to be increased whenever the IRS announces an increase in the standard mileage rate.

SAMPLE PERSONAL SERVICES CONTRACT

PERSONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and, _____ ("Contractor"). **County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:**

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2. Services performed by Contractor shall be performed to the standards described in Section 30 of the County Standard Contract Terms and Conditions below.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the services described in Attachment A, in consideration for which County agrees to pay for the services in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$ _____ ; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: _____ , or upon final signature, whichever is later.
- 3.2. The expiration date is: _____ , unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SAMPLE PERSONAL SERVICES CONTRACT

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1. The following documents are incorporated into this contract:

- Solicitation # _____.
- Contractor's response dated: _____.
- Washington County Standard Contract Terms and Conditions.

4.2. The following Attachments are incorporated into and made a part of this contract:

- Attachment A - Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Standard Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - Specific Program Requirements
- Attachment F - Business Associate Agreement
- Other _____.

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor's response.

SECTION 5 - County Contract ADMINISTRATOR

Name:

Mail Stop:

Address:

Hillsboro, OR

Telephone:

E-Mail:

SAMPLE PERSONAL SERVICES CONTRACT

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature

Date

Name (Printed)

Title

Business Name or DBA(Check Payable to): _____

Address: _____

E-Mail

DUNS Number (if applicable)

Contractor Contact Person:

Name: _____

E-Mail: _____

Address: _____

Telephone: _____

Fax Number: _____

COUNTY:

Signature

Date

Printed Name

Title

Recording Secretary:	(For use with Board items)
_____	Minute Order #:
_____	_____

SAMPLE PERSONAL SERVICES CONTRACT

STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.**
 - 7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

SAMPLE PERSONAL SERVICES CONTRACT

- 7.2 The Contractor agrees to:
- a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. Independent Contractor.

- 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
- 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. Environmentally Preferred Products/Material Safety Data Sheets. Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

10. Nondiscrimination. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

SAMPLE PERSONAL SERVICES CONTRACT

11. **Termination.**

- 11.1 This contract may be terminated under the following conditions:
- a. By mutual consent of both parties.
 - b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
 - c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.
- 11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.
- 11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.
- 11.4 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to Contractor. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
- 11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

SAMPLE PERSONAL SERVICES CONTRACT

13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 - 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
 - 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 - 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t1|sdn.pdf>
 - 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.

SAMPLE PERSONAL SERVICES CONTRACT

17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.

SAMPLE PERSONAL SERVICES CONTRACT

23. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.
24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.

SAMPLE PERSONAL SERVICES CONTRACT

- 25.5 **Extended Reporting Coverage (“Tail Coverage”).** For Professional Liability/Errors & Omissions Insurance written on a “claims made” basis and for any other required liability insurance provided on a “claims made” basis, Contractor shall provide “tail” coverage at the completion of the contract for a duration of thirty-six (36) months or continuous “claims made” liability coverage provided for thirty-six (36) months following contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor’s services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Protecting the Federal Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government’s interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.

SAMPLE PERSONAL SERVICES CONTRACT

29. **Security of Information**

29.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

29.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

29.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

30. **Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services.

SAMPLE PERSONAL SERVICES CONTRACT

31. **Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:
- a. Reducing or withholding payment;
 - b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
 - c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.
32. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

PROPOSAL RESPONSE PACKET

2019.157P

**CERTIFICATION AND CONTRACT OFFER
PROPOSAL COST
INSURANCE REQUIREMENTS CERTIFICATION
SUSTAINABILITY QUESTIONNAIRE**

PAYROLLING SERVICES

PROPOSAL DUE DATE: 3:00 pm Friday

January 17, 2020

**WASHINGTON COUNTY PURCHASING DIVISION
CHARLES D. CAMERON PUBLIC SERVICES BUILDING, SUITE 270
155 NORTH FIRST AVENUE, MS 28
HILLSBORO, OREGON, 97124**

**THIS PROPOSAL FORM PACKET MUST BE COMPLETED AND RETURNED WITH
YOUR PROPOSAL**

CERTIFICATION AND CONTRACT OFFER

PROPOSAL TITLE: PAYROLLING SERVICES (#2019.157P)

PROPOSAL DUE DATE: 3:00 pm Friday January 17, 2020

The undersigned after having carefully examined the Special Instructions, Project/Proposal Information, General Instructions and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The proposer further agrees that this offer will remain in effect at the rates proposed for a period of not less than 180 calendar days from the date that proposals are due and that this offer may not be withdrawn or modified during that time.

The proposer hereby certifies that this proposal is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The proposer hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

The responder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

CERTIFICATION AND CONTRACT OFFER

Continued

The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the solicitation documents and addenda (if any) numbered ___ through ___ inclusive.

The proposer will extend pricing and terms to other public agencies Yes or No

The proposer is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY:	DATE:
PRINTED NAME:	TITLE:
FIRM:	DUNS Number (if applicable):
MAILING ADDRESS:	PHYSICAL ADDRESS:
CITY, STATE and ZIP	E-MAIL ADDRESS:
PHONE: (AREA CODE)	FAX: (AREA CODE)

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

PROPOSAL COST

PROPOSAL TITLE: PAYROLLING SERVICES (#2019.157P)

PROPOSAL DUE DATE: 3:00 pm Friday January 17, 2020

FIRM NAME: _____

	<u>EMPLOYEE CLASSIFICATIONS</u>	<u>PERCENTAGE OVER COST Non - ACA Covered Employee</u>	<u>PERCENTAGE OVER COST ACA Covered Employee</u>
1.	Processing Boards and Counting Boards		
2.	Runners and Drop Site Monitors		
3.	Drivers		
4.	Clerk I		
5.	Clerk II		

INSURANCE REQUIREMENTS CERTIFICATION FORM

The following minimum insurance will be required of the successful proposer(s). It is strongly advised that proposers give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage for Washington County, its agents, officers, elected officials and employees during the term of this contract.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

No requirement in excess of that required under state law.

3. **PROFESSIONAL LIABILITY INSURANCE**

Not required.

PROFESSIONAL LIABILITY INSURANCE with a combined single limit, or the equivalent, of not less than: \$1,000,000/\$2,000,000, or \$2,000,000/\$4,000,000 Other: \$ _____ each occurrence/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5. OTHER COVERAGE REQUIRED

POLLUTION OR ASBESTOS LIABILITY INSURANCE with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$_____ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor

ADDITIONAL INSURED ENDORSEMENT naming "Washington County, its agents, officers, elected officials and employees" with respect to liability for "Bodily Injury" and "Property Damage" included in the "products-completed operations hazard."

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and proposer. Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

I certify that the above insurance is available and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next proposer available for award if the certificate is not received within 10 days

By: _____ Date: _____

SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

The Sustainability Questionnaire must be completed and returned with your bid/proposal. This questionnaire is applicable to firms that provide services and/or goods to the County.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Check the items that apply.

- We apply environmental criteria when making purchasing decisions
- We purchase "green" (recyclable, reusable, non-toxic) supplies, products and materials
- We specify sustainable products and or locally manufactured products

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues.

2. What type of sustainable packaging/shipping materials do you use? Check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Check the items that apply.

- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles
- We purchase carbon offsets

Other – describe your company's Green Transportation plan for your operation or provide a link.

4. What does your company do to minimize the environmental costs associated with shipping? Check the items that apply.

- We combine deliveries with customer visits
- We consolidate deliveries
- We utilize electronic communications and electronic transfer of documents

Other – describe what your company's does to minimize the environmental costs associated with shipping.

5. Has your company ever been cited for non-compliance of any environmental or safety issues? Check the item that applies.

- No, my company HAS NOT been cited for non-compliance
- Yes, my company HAS been cited for non-compliance

State the reason, date and outcome of the citation.

6. Does your company have web-based material available documenting your “Green” initiatives?

Check the items that apply.

- Our website, includes “Green” reference information (provide Link)
- Our website, includes an environmental policy statement (provide Link)
- Our website, includes our company’s Sustainability Report (provide Link)

Other – does your company have other web-based materials available documenting your “Green” initiatives (Provide Link)

7. If you are providing a product, to your knowledge, has the manufacturer of the product that you are bidding or proposing ever been cited for non-compliance of any environmental or safety issue?

Check the item that applies.

- No, the manufacturer of the product HAS NOT been cited for non-compliance
- Yes, the manufacturer of the product HAS been cited for non-compliance

State the reason, date and outcome of the citation.

8. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit) Check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We have a company-wide Recycling Program
- We have formed a Sustainability Committee to identify sustainable solutions for our company

Other – what other programs do you have in place, or planned for promoting resource efficiency.

Confidential

ABC Company

Employee Hours and Billing Summary
Billing records from 1/1/2018 to 12/31/2018

Employee	Hours			Gross		
	Reg Hours	OT Hours	Other Hours	Reg Billing	OT Billing	Other Billing
Portland Metro						
Marva L. Adams	1.00	0.00	0.00	3,528.00	0.00	0.00
Grayson S. Aguilar	27.10	0.00	0.00	409.75	0.00	0.00
Jasmin E. Alvarez	32.00	0.00	0.00	483.84	0.00	0.00
Braden Anderson	223.50	10.50	0.00	3,379.32	238.14	0.00
James A. Bach	28.00	0.00	0.00	423.36	0.00	0.00
David R. Barnes	12.00	0.00	0.00	181.44	0.00	0.00
Carol A. Beauchamp	4.50	0.00	0.00	68.04	0.00	0.00
William Blair	1.00	0.00	0.00	5,796.00	0.00	0.00
Ramiro Campos	13.25	0.00	0.00	200.34	0.00	0.00
Lizbeth Chavez	28.00	0.00	0.00	423.36	0.00	0.00
Natalie E. Clayton	43.00	0.00	0.00	650.16	0.00	0.00
Myrna C. Conroy	40.00	0.00	0.00	604.80	0.00	0.00
Thomas R. Coots	26.00	0.00	0.00	393.12	0.00	0.00
Lydia R. Cox	33.00	0.00	0.00	498.96	0.00	0.00
Logan J. Dale	31.00	0.00	0.00	468.72	0.00	0.00
Garrett J. Dale	12.00	0.00	0.00	181.44	0.00	0.00
Aiden R. DeRoest	17.55	0.00	0.00	265.36	0.00	0.00
Maya R. Divine	47.00	0.00	0.00	710.64	0.00	0.00
Sharon E. Driskill	17.50	0.00	0.00	264.60	0.00	0.00
Abigail R. Duda	7.50	0.00	0.00	113.40	0.00	0.00
Nicole G. Duda	7.50	0.00	0.00	113.40	0.00	0.00
Madilyn R. Dyche	38.50	0.00	0.00	582.12	0.00	0.00
Hannah K. Dyche	37.00	0.00	0.00	559.44	0.00	0.00
Sophia Earl	43.00	0.00	0.00	650.16	0.00	0.00
Madison E. Emond	27.50	0.00	0.00	415.80	0.00	0.00
Kris Ericson	5.00	0.00	0.00	75.60	0.00	0.00
Payton Estes	327.40	32.80	0.00	5,261.71	858.82	0.00
Kent Estes	1,260.00	101.00	0.00	38,102.40	4,581.36	0.00
James D. Feemster	99.50	46.50	0.00	2,131.29	1,494.05	0.00
Gerardo Flores Castro	44.00	0.00	0.00	665.28	0.00	0.00
Andrew Garcia-Chavez	50.00	0.00	0.00	756.00	0.00	0.00
Audrey K. Geiger	24.50	0.00	0.00	370.44	0.00	0.00
Luisa N. Gregorio Morales	27.00	0.00	0.00	408.24	0.00	0.00
Gabriela Guzman	27.65	0.00	0.00	418.07	0.00	0.00
Roberto M. Guzman	21.20	0.00	0.00	320.54	0.00	0.00
Adrien E. Hagele	17.00	0.00	0.00	257.04	0.00	0.00
Elizabeth Heninger	20.50	0.00	0.00	309.96	0.00	0.00
Martyn R. Hill	25.00	0.00	0.00	378.00	0.00	0.00
Brook D. Huffman	68.50	21.50	0.00	1,100.80	518.37	0.00
Jacob H. Jarvis	26.00	0.00	0.00	393.12	0.00	0.00
Anne E. Kidd	46.00	0.00	0.00	695.52	0.00	0.00
Teresa Kilby	83.25	38.50	0.00	1,337.83	928.24	0.00
Alexa Kimbrough	31.07	0.00	0.00	469.78	0.00	0.00
Paulette Kimbrough	21.00	0.00	0.00	297.78	0.00	0.00
Rebecca D. Lee	7.00	0.00	0.00	105.84	0.00	0.00
Leah M. Matheny	28.16	0.00	0.00	425.78	0.00	0.00
David H. Mayoral	48.35	0.00	0.00	731.05	0.00	0.00
Kailey D. McLean	44.00	0.00	0.00	665.28	0.00	0.00
Elisabetta L. Minervini	47.50	0.00	0.00	718.20	0.00	0.00
Eileen J. Mitchell	44.50	0.00	0.00	672.84	0.00	0.00
Thomas D. Musser	1.00	0.00	0.00	5,796.00	0.00	0.00
Shannon L. Newton	54.75	0.00	0.00	1,034.78	0.00	0.00
Dustin V. Nguyen	44.00	0.00	0.00	665.28	0.00	0.00

ABC Company

Employee Hours and Billing Summary
Billing records from 1/1/2018 to 12/31/2018

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Employee	Hours			Gross		
Britney L. Norby	127.66	0.00	0.00	1,930.22	0.00	0.00
Juan P. Nunez	26.00	0.00	0.00	393.12	0.00	0.00
Joesph R. Olmedo	34.00	0.00	0.00	514.08	0.00	0.00
Overcomer K. Orikannu	40.50	0.00	0.00	612.36	0.00	0.00
Joel H. Owens	27.36	0.00	0.00	413.68	0.00	0.00
James B. Palmer	32.00	0.00	0.00	483.84	0.00	0.00
Faith M. Pauken	49.50	0.00	0.00	748.44	0.00	0.00
Evan J. Peirce	75.00	0.00	0.00	1,134.00	0.00	0.00
Ethan A. Peterson	28.00	0.00	0.00	423.36	0.00	0.00
Elys d. Pham	38.63	0.00	0.00	584.09	0.00	0.00
Mekenzie A. Pittman	47.50	0.00	0.00	718.20	0.00	0.00
Victoria R. Ramirez	37.00	0.00	0.00	559.44	0.00	0.00
Emiliana R. Rawley	41.00	0.00	0.00	619.92	0.00	0.00
Breanna L. Rebich	47.00	0.00	0.00	710.64	0.00	0.00
Olivia P. Rebich	25.50	0.00	0.00	385.56	0.00	0.00
Julian Rosales-Espinosa	208.00	6.50	0.00	3,144.96	147.42	0.00
Breyanna A. Rose	20.00	0.00	0.00	302.40	0.00	0.00
Sebastian A. Rubio	33.00	0.00	0.00	498.96	0.00	0.00
Nickolas A. Sabatini	38.41	0.00	0.00	580.76	0.00	0.00
Kieran A. Salcedo- Freeman	47.00	0.00	0.00	710.64	0.00	0.00
Selena R. Salmeron Reyna	28.00	0.00	0.00	423.36	0.00	0.00
Ivan E. Sanchez	49.50	0.00	0.00	748.44	0.00	0.00
Benjamin E. Sanders	24.50	0.00	0.00	370.44	0.00	0.00
Tanis K. Sanders	19.45	0.00	0.00	318.59	0.00	0.00
Allison Q. Shaff	28.00	0.00	0.00	423.36	0.00	0.00
Alicia Shipley	72.25	0.00	0.00	1,638.63	0.00	0.00
Madison K. Smith	28.00	0.00	0.00	423.36	0.00	0.00
Hayden A. Stevenson	41.73	0.00	0.00	630.96	0.00	0.00
Jane Stockbridge	10.50	0.00	0.00	158.76	0.00	0.00
Tyler R. Thyuersen	47.00	0.00	0.00	710.64	0.00	0.00
Cameron C. Tobin	34.74	0.00	0.00	525.27	0.00	0.00
Bianca A. Valenzuela Valdivia	36.50	0.00	0.00	551.88	0.00	0.00
Amy E. Vargas	28.50	0.00	0.00	430.92	0.00	0.00
Victor Vargas	36.25	0.00	0.00	548.10	0.00	0.00
Marissa M. Vaternuk	50.00	0.00	0.00	756.00	0.00	0.00
Kleverson D. Villanueva	28.00	0.00	0.00	423.36	0.00	0.00
Steve Vuylsteke	1.00	0.00	0.00	5,796.00	0.00	0.00
Alexis S. Walker	20.50	0.00	0.00	309.96	0.00	0.00
Jeffrey Walls	1,240.00	25.50	0.00	23,436.00	722.93	0.00
Olivia Warren	29.00	0.00	0.00	438.48	0.00	0.00
Kaitlyn T. Washburn	37.75	0.00	0.00	570.78	0.00	0.00
Dorothy G. Washburn	29.00	0.00	0.00	438.48	0.00	0.00
Taylor J. Watkins-Mullins	28.00	0.00	0.00	423.36	0.00	0.00
Kendrick J. Winter	31.23	0.00	0.00	472.20	0.00	0.00
Michael Wold	622.50	32.45	0.00	19,608.75	1,533.26	0.00
98	6,967.19	315.25				

ABC Company

Confidential

Employee Hours and Billing Summary
Billing records from 1/1/2018 to 12/31/2018

Employee	Hours			Gross		
	6,967.19	315.25	0.00	\$161,974.75	\$11,022.57	\$0.00

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DIAL TEMPORARY HELP SERVICES, INC.
BALANCE SHEETS

	SEPTEMBER 30,	
	2019	2018
	<u> </u>	<u> </u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 421,795	\$ 296,406
Accounts receivable	2,063,398	2,573,639
Note receivable - Cobot Team	227,729	0
Advances - employees	4,500	0
Advances - officers	9,182	11,011
Prepaid worker's compensation	38,378	26,052
Other prepaid expenses	44,011	34,821
	<u>2,808,993</u>	<u>2,941,929</u>
PROPERTY & EQUIPMENT (NOTE 2)	<u>73,924</u>	<u>100,787</u>
OTHER ASSETS:		
Investment - Cobot Team, LLC	200	0
Deposits	14,245	12,645
Unamortized goodwill	324,317	56,550
	<u>338,762</u>	<u>69,195</u>
Total other assets	<u>338,762</u>	<u>69,195</u>
	<u>\$ 3,221,679</u>	<u>\$ 3,111,911</u>

See accompanying notes to financial statements.
SEE ACCOUNTANTS' COMPILATION REPORT

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	SEPTEMBER 30,	
	2019	2018
	<u> </u>	<u> </u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 144,260	\$ 122,027
Commissions payable	12,408	44,486
Payroll taxes payable	205,663	227,587
Worker's compensation payable	123,516	103,509
Credit line - Wells Fargo	0	200,000
Accrued salaries	116,667	75,000
	<u>602,514</u>	<u>772,609</u>
	<u> </u>	<u> </u>
LONG-TERM DEBT:		
	<u>0</u>	<u>0</u>
	<u> </u>	<u> </u>
STOCKHOLDERS' EQUITY:		
Common stock (Note 5)	1,000	1,000
Additional paid-in capital	1,950	1,950
Retained earnings - Exhibit B	2,641,835	2,361,972
Less: Common stock held by the company	(25,620)	(25,620)
	<u>2,619,165</u>	<u>2,339,302</u>
	<u> </u>	<u> </u>
	<u>\$ 3,221,679</u>	<u>\$ 3,111,911</u>
	<u> </u>	<u> </u>

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REFERENCES

PROPOSAL TITLE: PAYROLLING SERVICES (#2019.157P)

PROPOSAL DUE DATE: Friday, January 17, 2020

FIRM NAME: Employers Overload

Our firm has provided professional services of a similar nature to the following:

1. Name of Organization: Washington County Elections 28+ Years 100+
Address: 3700 SW Murray Blvd, Beaverton, OR 97005
Contact Person: Mickie Kawai
Phone Number: (503) 846-5820 Email: mickie_kawai@co.washington.or.us

2. Name of Organization: Weyerhaeuser 20+ Years 400+
Address: 2 sites in Oregon and 2 sites in Southwest Washington
Contact Person: Jeff Mehlschau
Phone Number: (541) 3272213 Email: jeff.mehlschau@weyerhaeuser.com

3. Name of Organization: Clackamas County Elections 1 Year 100+
Address: 1710 Red Soils Ct., Suite 100, Oregon City, OR 97045
Contact Person: Andrew Jones
Phone Number: (503) 722-6089 Email: AJones2@co.clackamas.or.us

4. Name of Organization: SEH America 7 Years 50+
Address: 4111 NE 112th Avenue
Contact Person: Teresa Carlsen
Phone Number: (360) 713-6814 Email: Jamie.Britton@Oregonicecream.com

5. Name of Organization: Old Trapper Smoked Products 2 Years 50+
Address: 4071 24th Ave, Forest Grove, OR 97116
Contact Person: Janell Anderson
Phone Number: (503) 359-5425 Email: Janell.Anderson@OldTrapper.com

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Sample Application Packet

The following packet is a sample that can be adjusted based on feedback from Washington County personnel.

The final agreed to packet will be compiled into a fillable PDF document. This will allow a user to fill out the front page of the document and the same data will be automatically filled in on the additional documents located in the packet.

This fillable/automated approach will significantly reduce the time it takes to complete the paperwork and improve the legibility of the documents that need to be filed with the federal and state government.

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PAYROLL EMPLOYEE APPLICATION PROCESS

Employee Name (As listed on Social Security Card):

First Name: _____ **Middle Initial (or Name):** _____

Last Name: _____

Suffix (i.e. Jr., Sr., etc.): _____

Social Security (last 4 #'s): _____

Home Address:

Apt/Building #: _____ P.O. Box: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (If different from above):

Apt/Building #: _____ P.O. Box: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Numbers (Fill in those that apply)

Home #: _____

Cell #: _____

Emergency Contacts

Name: _____

Phone Number: _____

I CERTIFY THAT I HAVE READ AND UNDERSTAND ALL OF THESE STATED CONDITIONS OF EMPLOYMENT

Signature

Date

EMPLOYERS OVERLOAD - CONDITIONS OF EMPLOYMENT**CONFIDENTIAL**

If employed, I realize any false, misrepresentation, or omission of information during my employment application process, which may later come to the attention of EO, may be sufficient cause for termination of my employment.

CONFIDENTIAL INFORMATION: Any employee of Employers Overload (Company), during and after employment with Company and/or the Worksite Employer shall not use for himself/herself or others or disclose to any third party any confidential, proprietary or trade secret information of Company and/or Worksite Employer.

EMPLOYMENT

Employment with Employers Overload is at will and therefore termination from employment may be made without notice, for any reason or for no reason. Termination from employment or disciplinary steps up to and including termination may result from, but are not limited to the following:

- Failure to report to your job assignment on time.
- Unacceptable or poor work performance.
- Reporting to work or working under the influence of a controlled substances or alcohol.
- Failed drug screening and/or refusal to or failure to show-up for drug screening, physical, or other required screening when requested.
- Operation of machinery, equipment, or performing job duties, for which you have not been authorized or trained to use.
- Driving or operating a company owned vehicle, or your own vehicle for work purposes, without prior authorization from your EO office.
- Failure to use issued safety equipment.
- Violations of any EO, program, or employer site policies.
- Misconduct or insubordination.

If you have any safety or wellness concerns to perform the job site responsibilities, or should injure yourself, or be witness to an accident, NOTIFY YOUR WORK SITE SUPERVISOR IMMEDIATELY!

SAFETY EQUIPMENT- If safety equipment such as safety glasses, safety shoes, hard hats, or gloves are necessary they will be issued to you at the job location. The specified use of all such safety equipment is mandatory and failure to properly use this equipment is grounds for termination.

ASSIGNMENT INSTRUCTIONS: While on assignment you are to perform your duties under the supervision and control of the Worksite supervisor and to follow their direction and instructions. You must comply with all rules, regulations and policies of the Worksite employer at all times.

SPECIFIC JOB DUTIES - Employees are to perform the job responsibilities for which they are assigned. Variations from these duties must be approved by Employers Overload.

WORKPLACE VIOLENCE - Threats, intimidation, assault or acts of violence are unacceptable behavior and are grounds for termination. If you experience any threats of violence tell your supervisor immediately.

FREEDOM FROM HARASSMENT - We are committed to employing a diverse workforce. People may have a different background and frame of reference. What is offensive to another person may not be offensive to you.

- Don't make jokes about groups of people or with sexual content.
- Don't use foul language or make inappropriate comments.
- Keep your hands to yourself and respect the personal space of others.
- If you feel uncomfortable with another person's behavior, notify your supervisor immediately.

SUBSTANCE ABUSE POLICY

Possession, sale, purchase, delivery, use, or transfer of illegal substances on company property is prohibited. While you are at work, or on company business, it is unacceptable for you to have any illegal drugs in your system or be under the influence of alcohol. Employees in violation of this policy are subject to disciplinary action, up to and including termination.

SAFETY BASICS

No running or horse play. Be aware of your personal work space and that of others. Never operate equipment that you were not specifically trained to use. Maintain proper eating habits to assure work readiness and capabilities throughout the shift.

HAZARD COMMUNICATION - Material Safety Data Sheets (MSDS)

Do not use any chemicals that you have not been trained to use and notify your supervisor immediately if you come in contact with a chemical of any kind. Copies of all MSDS and an accompanying index can be found at the employer site. These sheets tell you what chemicals are on premise, their dangers, and how to treat if you come in contact with the chemical.

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INTERNAL OFFICE USE

Driving Record Check

Date: _____ EO Office: Hillsboro Company: Washington County Elections Invoice: _____

Authorization for Release of Motor Vehicle/Driving Records (Employment)

I, _____, hereinafter referred to as "Employee", do hereby authorize and allow Choice Screening or other information service bureau, acting as an agent, to obtain a copy of my driver's license record/abstract information, which may include personal information, to be used for verification of information and for Employment purposes, and to release my information to: **EMPLOYERS OVERLOAD, 12540 SW 69th, Portland, Oregon 97223, 503-639-1400**

Driver's Full Name (Please Print): _____

Date of Birth: _____

Social Security Number: _____ - _____ - _____

Drivers License Number: _____ State of Issuance: _____

Insurance Company and Policy Number: _____

Provide Proof of Insurance Showing Policy Limits: _____

Signature: _____ Date: _____

DRIVING RECORD CHECK - ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT. I hereby authorized the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any enforcement agency, administrator, state or federal agency, institution, school or university (public or private, information service bureau, employer or insurance company to furnish any and all background information requested by Choice Screening, another outside organization acting on behalf of Employer and/or Employer itself. I agree that a facsimile ("fax") of photographic copy of this Authorization shall be as valid as the original.

I certify that the information contained on this Authorization form is true and correct and that my application or employment may be terminated based on any false, omitted or fraudulent information. In addition, I

Signature: _____ Date: _____

EMPLOYEE AUTOMOBILE AGREEMENT

This Agreement made and entered into the date identified below, by and between EMPLOYERS OVERLOAD and Employee. For good and valuable considerations, the parties hereto agree that the Employee shall release and hold forever harmless the Company from and against any and all responsibility and liability for bodily injury or property damage arising out of the operation of vehicles provided by the Employee in connection with the work to be performed for the Company by such Employee.

(Employee shall wear a seat belt as required by law).

Signature: _____ Date: _____

CONFIDENTIAL**EMPLOYEE COPY****NOTICE REGARDING BACKGROUND INVESTIGATION**

Employers Overload ("the Company") may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may be obtained at anytime after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Choice Screening, 600 Grant St., Suite 700, Denver, Colorado (720) 974-7882 or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing Employer to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

Use of the date of birth is for identification purposes only. Employers Overload is an equal opportunity employer. Prospective employees will receive consideration without discrimination because of race, creed, color, sex, national origin, handicap or veteran status.

New York applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by Employer by contacting the consumer reporting agency identified above directly.

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

You must be told if information in your file has been used against you.

Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identify theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at (888) 567-8688.

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

Consumer reporting agencies, creditors and others not listed below:

Federal Trade Commission: Consumer Response Center - FCRA
Washington, DC 20580 1-877-382-4357

National banks, federal branches / agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name):

Office of the Comptroller of the Currency
Compliance Management, Mail Stop 6-6
Washington, DC 20219 800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks):

Federal Reserve Board
Division of Consumer & Community Affairs
Washington, DC 20551 202-452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name):

Office of Thrift Supervision
Consumer Complaints
Washington, DC 20552 800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name):

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314 703-519-4600

State-chartered banks that are not members of the Federal Reserve System:

Federal Deposit Insurance Corporation
Consumer Response Center, 2345 Grand Avenue,
Suite 100
Kansas City, Missouri 64108-2638 1-877-275-3342

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission:

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission
Department of Transportation, Office of Financial Management
Washington, DC 20590 202-366-1306

Activities subject to the Packers and Stockyards Act, 1921:

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250 202-720-705



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9

OMB No. 1615-0047
 Expires 08/31/2019

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (*Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.*)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States (<i>See instructions</i>)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (<i>See instructions</i>)	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR</p> <p>2. Form I-94 Admission Number: _____ OR</p> <p>3. Foreign Passport Number: _____ Country of Issuance: _____</p>	QR Code - Section 1 Do Not Write In This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

Preparer and/or Translator Certification (check one):

I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
 (*Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.*)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)			City or Town	State ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

Employee's Withholding Certificate

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
 ▶ **Give Form W-4 to your employer.**
 ▶ **Your withholding is subject to review by the IRS.**

2020

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		▶ Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly (or Qualifying widow(er)) <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the online estimator, and privacy.

Step 2: Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld ▶

TIP: To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependents	If your income will be \$200,000 or less (\$400,000 or less if married filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____ Multiply the number of other dependents by \$500 ▶ \$ _____ Add the amounts above and enter the total here 3 \$ _____		
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Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income 4(a) \$ _____		
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here 4(b) \$ _____		
	(c) Extra withholding. Enter any additional tax you want withheld each pay period 4(c) \$ _____		

Step 5: Sign Here	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	▶ _____ ▶ Employee's signature (This form is not valid unless you sign it.)		_____ Date

Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)
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2019 Form OR-W-4

Page 1 of 4, 150-101-402 (Rev. 12-18) Oregon Department of Revenue



Office use only

Oregon Withholding

Important information

Complete Form OR-W-4 if:

- You're a new employee.
- You filed a 2018 or 2019 federal Form W-4 with your employer and didn't file a separate Oregon form specifying a different number of allowances for Oregon.
- You weren't satisfied with your prior year Oregon tax-to-pay or refund amount.
- You've had a recent personal or financial change that may affect your tax situation, such as a change in your income, filing status, or number of dependents.

Specific information to consider:

- Do you (including your spouse) **have another job?**
- Do you expect your wages or adjusted gross income (AGI) on your 2019 return to be **more than \$100,000** (or

\$200,000 if filing using the married filing jointly or qualified widow(er) filing status)?

- Are you making **mid-year changes** to your withholding?
- Do you receive pension or annuity payments?
- Are you a part-year resident, nonresident, or nonresident alien?



If you answered **yes to any** of these questions, read the "Specific information" section in the instructions before filling out the corresponding worksheets or Form OR-W-4. The online **Oregon Withholding Calculator** at www.oregon.gov/dor may provide more accurate results. If you use the online calculator, you don't need to complete any of the corresponding worksheets.

Otherwise, read the instructions and complete all applicable worksheets **before** filling out the Form OR-W-4 and giving it to your employer.

Separate here and **give Form OR-W-4 to your employer.** Keep the worksheets for your records.

Form OR-W-4

Oregon Employee's Withholding Allowance Certificate

2019

First name and initial	Last name	Social Security number (SSN)		
Address		City	State	ZIP code

Note: Your eligibility to claim a certain number of allowances or an exemption from withholding is subject to review by the Oregon Department of Revenue. Your employer may be required to send a copy of this form to the department for review.

1. **Select one:** Single Married Married, but withholding at the higher single rate.

Note: If married, but legally separated, or if your spouse is a nonresident alien, check the "Single" box.

2. **Allowances.** Total number of allowances you're claiming on line **A4, B15, or C5.** If you meet a qualification to skip the worksheets and you aren't exempt, **enter -0-**.....2.

3. **Additional amount,** if any, you want withheld from each paycheck..... 3.

4. **Exemption from withholding.** I certify that my wages are exempt from withholding and I meet the conditions for exemption as stated on page 2 of the instructions. Complete **both** lines below:

• Enter the corresponding exemption code. (See instructions)..... 4a.

• Write "Exempt"..... 4b.

Sign here. Under penalty of false swearing, I declare that the information provided is true, correct, and complete.

Employee's signature (This form isn't valid unless signed.)	Date
	/ /

Employer. Complete the following:

Employer's name	Federal employer identification number (FEIN)		
Employer's address	City	State	ZIP code

—Provide this form to your employer—

VSI **2976700-AZH**

OFFICE USE ONLY

LOCATION _____

Rehire Date ___/___/_____

BENEFIT ELECTION FORM

FSL ESC/MEC 4USW P1M v1.1

A. REQUIRED EMPLOYEE INFORMATION**PRINT USING BLACK or BLUE INK (Must Be Filled Out)**

Name		
Home Phone		
Social Security Number		
Date of Birth	Gender <input type="checkbox"/> M <input type="checkbox"/> F	
Address		Apt.
City	State	Zip

B. MEDICARE INFORMATION

Do you or any of your dependents receive Medicare Benefits?

 Yes No If Yes, fill out the remainder of this section.

Medicare Health Insurance Claim Number (HICN):

Medicare Effective Date:

Name of Covered Person(s):

- 1.
- 2.
- 3.

C. REQUIRED DEPENDENT INFORMATION

Name	DOB
Social Security #	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Domestic Partner	
Name	DOB
Social Security #	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Domestic Partner	
Name	DOB
Social Security #	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Domestic Partner	

G. REQUIRED SIGNATURE**YOU MUST SIGN AND DATE EVEN IF YOU DECLINE COVERAGE**

I have read the Summary of Benefits and the Limitations and Exclusions for the Fixed Indemnity Limited Medical Plan. I understand that I have been offered ACA compliant coverage (MEC Wellness/Preventive), and open enrollment is only available for a limited time. I understand that making no benefit selection is a declination of coverage. I affirmatively consent to the voluntary receipt of the plan documents elections, via email or website. I acknowledge that Limited Benefit insurance is not major medical insurance and is not a substitute for major medical insurance. It does not qualify as minimum essential health coverage under the Federal Affordable Care Act. I understand this Limited Benefit insurance will not satisfy the federal requirement that I have health coverage.

DATE

▶ SIGNATURE

D. ENROLL IN LIMITED BENEFIT PLANSYou **MUST** select a coverage level before any benefits. Your coverage level for all the benefits will be identical.**SELECT COVERAGE LEVEL**

- Employee Only
 Employee + Child(ren)
 Employee + Spouse
 Employee + Family
 NO to ALL Benefits

FIXED INDEMNITY MEDICAL PLAN**Weekly Payroll Deducted Rates**

- YES** **\$19.98** Employee Only
 \$33.17 Employee + Child(ren)
 \$37.96 Employee + Spouse
 NO **\$50.55** Employee + Family

BENEFIT BUNDLE**Weekly Rates**

Includes Dental, Vision, Hearing and Term Life. Premium amounts reflect total for all benefits. These benefits can only be selected together.

- YES** **\$8.51** Employee Only
 \$21.03 Employee + Child(ren)
 NO **\$16.20** Employee + Spouse
 \$30.86 Employee + Family

SHORT TERM DISABILITY (STD)***Weekly Rate**

* Not available in CA, CT, FL, HI, ID, MA, MI, MN, MS, MT, NJ, NM, NY, PA, SD, VT, WA, or WY.

- YES** **\$4.20** Employee Only
 NO

E. BENEFICIARY INFORMATION

If you have selected the Benefit Bundle, please write in your beneficiary information for the Term Life Benefit.

Name
Relationship

F. ENROLL IN MEC WELLNESS/PREVENTIVE BENEFIT

- MEC PLAN** **\$14.29** Employee Only
Weekly Payroll **\$20.31** Employee + Child(ren)
Deducted Rates **\$19.00** Employee + Spouse
 \$25.01 Employee + Family
 NO to MEC Plan

82976700-M-AZH

CONFIDENTIAL



**EMPLOYERS
OVERLOAD**

Check Delivery Options

Name: _____ SS#: _____

Signature: _____ Date: _____

Please select one of three (3) payroll options below by checking the appropriate box:

- Direct Deposit** (Attach the Direct Deposit Agreement Form)
- Pay Card** (Attach the Kittrell Pay Card Agreement Form)
- Live Check**

Please select one of three (3) delivery options below to receive your pay check or pay stub:

- I will retrieve my pay stub online through my Employers Overload online account.**
- Please Mail my check or pay stub to the address listed below.**
I understand that if the check is lost in the mail, Employers Overload will not reissue a check for 30 days.

Address: _____

City, State, ZIP: _____

CONFIDENTIAL



EMPLOYEE COPY

OregonSaves

The State of Oregon is rolling out its new retirement saving program, **OregonSaves**. OregonSaves is a simple and convenient way for Oregon Employees to save for retirement. This program is an Oregon State run program and not an Employers Overload sponsored plan.

Employees are automatically enrolled in the OregonSaves plan

The OregonSaves program automatically enrolls everyone at the standard deduction rate of **5% of your gross pay** unless you take action to opt out. This means 5% is deducted from every paycheck (post tax) and contributed into a Roth IRA in your name. Starting with your very first paycheck deduction, you can change your contribution level in 1% increments, with a minimum of 1% and a maximum of 10% per year. You are also auto enrolled in a yearly 1% increases (takes place starting Jan 1, 2019), following at least 6 months enrollment. This increase will cap out at 10%. You may opt out of the auto increase at any time.

You will receive correspondence, via the US Postal Service, from OregonSaves. This correspondence has information regarding your online client portal, contribution investments, withdrawal information and more. Please make sure you do not throw this information away as Employers Overload will not have access to this information. Your client portal will allow you to make changes to your deductions and will allow you to opt In and Out of the OregonSaves program at any time. This portal is State run and will be yours throughout your lifetime. Employers Overload does not have access to your client portal and any questions regarding this site will need to be addressed by OregonSaves.

As an existing Employers Overload employee, you have the option to make your initial contribution changes or to opt out of OregonSaves by filling out the attached form. Going forward all changes will have to be made through the OregonSaves program. Employers Overload will not be able to make any changes to your existing account after the initial enrollment period.

Please note that future contribution and/or plan status changes need to be initiated at least 6 days before payroll. Changes not made within this timeframe may not take effect until the following payroll. Once you have received your correspondence from OregonSaves, you may make changes to your plan by logging onto your client portal, or by calling, emailing or sending written inquiries to OregonSaves.

OregonSaves Client Service: (844)661-6777

OregonSaves Email Inquiries: clientservices@oregonsaves.com

OregonSaves US Mailing Address: OregonSaves, PO Box 55086, Boston, MA 02205

CONFIDENTIAL



OREGONSAVES RETIREMENT PROGRAM

First Name _____ Middle Initial _____ Last Name _____ Suffix _____

Social Security Number _____ Date of Birth (MM/DD/YYYY) _____

Physical Street Address _____ Apt/Suite _____

City _____ State _____ Zip Code _____

Telephone Number _____

I would like to opt OUT of the Oregon Saves Retirement Program (Please skip to the signature line and sign)

I would like to opt IN to the Oregon Saves Retirement Program

Contribution Amount (please use a percentage between 1-10%, please note that if left blank, you will be auto enrolled at 5%)
_____ %

I wish to opt IN to the 1% auto increase (effective 1/1/2019) I wish to opt OUT of the auto increase

Employee Signature Date

CONFIDENTIAL

Workplace Accommodations Notice

Employers Overload is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, gender expression or any other classification protected by law.

Employers Overload will make reasonable accommodations for known physical or mental disabilities of an applicant or employee as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship. Among other possibilities, reasonable accommodations could include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation

For this reason, Employers Overload **will not**:

- Deny employment opportunities on the basis of a need for reasonable accommodation
- Deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship.
- Take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation.
- Require an applicant or an employee to accept an accommodation that is unnecessary.
- Require an employee to take family leave or any other leave, if the employer can make reasonable accommodation instead.

To request an accommodation or to discuss concerns or questions about this notice, please contact any one of our branch employees or our Corporate Office.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210 www.bbnw.com	CONTACT NAME: Jennie Randall PHONE (A/C, No, Ext): 503-219-3251 FAX (A/C, No): 503-914-5451 E-MAIL ADDRESS: jrandall@bbnw.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Insurance Company 18058 INSURER B: SAIF Corporation INSURER C: Federal Insurance Company 20281 INSURER D: INSURER E: INSURER F:
INSURED Dial Temporary Help Service Inc dba: Employers Overload P O Box 1928 Lake Oswego OR 97035	

COVERAGES CERTIFICATE NUMBER: 49418162 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab-See Below Lmts <input checked="" type="checkbox"/> Prof Liab - Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1999536	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1999536	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB681469	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	953565 (OR)	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	Employee Dishonesty			82500081	7/1/2019	7/1/2020	Client's Protection: \$ 1,000,000 Deductible: \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: \$3,000,000 Each Occurrence/\$3,000,000 Aggregate w/\$10,000 Per Claim Deductible
 All operations of the Named Insured as provided under the policy terms, conditions & exclusions.
 General Liability Coverage includes Blanket Additional Insured as required by written contract per endorsement #CG 20 26 (attached).

CERTIFICATE HOLDER Washington County Attn: Margaret Garza Public Service Bldg., Ste. 210 155 North 1st Ave. Hillsboro OR 97124	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jennie Randall
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2026 Additional Insured - Designated Person or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include any person or organization you are required to add as an additional insured to this policy when requested in:

1. A written contract or agreement; or
2. An oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued;

But the written or oral contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

The following additional provisions apply to coverage provided under this endorsement

1. The person or organization is only an additional insured with respect to liability arising out of:
 - a. Premises or equipment you own, rent, lease, or occupy; or
 - b. Your ongoing operations performed for that additional insured by or for you.

The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" included within the "products-completed

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

operations hazard."

2. The Limits of Insurance applicable to such additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less and are subject to the terms and conditions of this coverage form. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. A person's or organization's status as an additional insured under this endorsement ends 30 days after your operations or agreement for that additional insured are completed or cease, or the expiration of this policy, whichever is earlier.

The insurance provided to any additional insured does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of an architect's, engineer's, or surveyors' rendering of or failure to render any professional services including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications; and
2. Supervisory, inspection, or engineering services.

Coverage provided under this endorsement shall be excess over any other valid and collectible insurance available to any additional insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual agreement specifically requires this insurance be primary.

All other terms and conditions of this Policy remain unchanged

For Administrative Use Only – Z99999

Supplier Name: Employers Overload

Actual Contract Number (CustomText4): 20-0335

Department (Location): Assess & Taxation

Contract Type: 1 Services

Contract Sub Type (Custom2Code):

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 20-0335

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): A&T - Elections

BILL TO (LocBillTo): A&T - Elections

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram): 100.301005

Contract Admin (Administrator): Veronica Garcia

Certificate Of Completion

Envelope Id: 8F0CAE6AED8C462383C421E5B50E3CB5	Status: Completed
Subject: Please DocuSign: Washington County Contract 20-0335: Employers Overload	
Source Envelope:	
Document Pages: 97	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kittie Kong
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	kittie_kong@co.washington.or.us
	IP Address: 204.147.152.5

Record Tracking

Status: Original	Holder: Kittie Kong	Location: DocuSign
3/17/2020 10:51:18 AM	kittie_kong@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

John Vanderkin
john@eostaffing.com
President
Security Level: Email, Account Authentication (None), Authentication

Signature



DocuSigned by:
John Vanderkin
97B1C45B0E5E499...

Signature Adoption: Pre-selected Style
Using IP Address: 24.22.108.6

Timestamp

Sent: 3/17/2020 10:58:39 AM
Viewed: 3/17/2020 12:42:15 PM
Signed: 3/17/2020 12:47:20 PM

Authentication Details

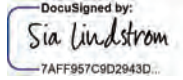
Phone Auth:
Transaction: 71ebe24c-bcb3-46f4-86bc-14d44db501b1
Result: passed
Vendor ID: Authenticate
Type: PhoneAuth
Performed: 3/17/2020 12:42:00 PM
Phone: +1 503-726-6188 (recipient-provided)

Phone Auth:
Transaction: ff364c46-1b04-4311-9214-4b3f2b136d26
Result: passed
Vendor ID: Authenticate
Type: PhoneAuth
Performed: 3/19/2020 2:28:59 PM
Phone: +1 360-314-5891 (recipient-provided)

Electronic Record and Signature Disclosure:

Accepted: 3/17/2020 12:42:15 PM
ID: 066f3d82-7b15-47bb-86c1-215c7fa221c7

Sia Lindstrom
sia_lindstrom@co.washington.or.us
Deputy County Administrator
Washington County, Oregon
Security Level: Email, Account Authentication (None), Access Code



DocuSigned by:
Sia Lindstrom
7AFF957C9D2943D...

Signature Adoption: Pre-selected Style
Using IP Address: 204.147.152.5

Sent: 3/17/2020 12:47:26 PM
Resent: 3/19/2020 11:18:27 AM
Viewed: 3/19/2020 11:26:24 AM
Signed: 3/19/2020 11:29:49 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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PURCHASING
wcpurchasing@co.washington.or.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 3/19/2020 11:29:54 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/19/2020 11:29:54 AM
Certified Delivered	Security Checked	3/19/2020 11:29:54 AM
Signing Complete	Security Checked	3/19/2020 11:29:54 AM
Completed	Security Checked	3/19/2020 11:29:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.



WASHINGTON COUNTY OREGON

1/23/23

TERMS AMENDMENT

Contract No: 23-0128

CONTRACT AMENDMENT No: 1

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and Employers Overload.

This amendment modifies that certain contract between the parties, the original contract number being 20-0335.

The contract is amended as follows:

- Section 2.2 Consideration is adjusted by \$ 144,000.00; the first sentence is replaced with:
The maximum amount payable under this contract is \$ 864,000.00; unless otherwise amended.
- Section 3.2 Contract term is extended two (2) years. The sentence is replaced with the following: **The expiration date is March 31, 2025; unless otherwise amended.**
- Attachment A is modified by adding the following language:


The most recent insurance requirements are found in ECATS contract number: 20-0335.

- Attachment C: Insurance requirements are replaced with the updated Attachment C.
- Other:

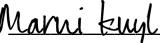
Effective Date of Amendment: April 1, 2023, or upon final signature, whichever is later.
All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

DocuSigned by:

 6F4D0040F2E5 Signature
 2/27/2023 | 09:47 PST Tom Szambelan
 Date Printed Signatory Name
 CEO
 Title Telephone
 tom@eostaffing.com
 E-Mail Address

FOR COUNTY:

DocuSigned by:

 725A010000 Signature
 2/27/2023 | 10:07 PST Assistant County Administrator
 Date Printed Signatory Title

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Theresa Ellis

Phone: 503-846-3900

Email: theresa_ellis@washingtoncountyor.gov

For Administrative Use Only – Z99999

Supplier Name: Employers Overload

Actual Contract Number (CustomText4): 23-0128

Department (Location): Assess & Taxation

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 20-0335

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): A&T - Elections

BILL TO (LocBillTo): A&T - Elections

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram): 100.301005

Contract Admin (Administrator): Theresa Ellis

Certificate Of Completion

Envelope Id: 43C36662E7B542D49D4EE8527508418B
 Subject: Please DocuSign: 23-0128: Employers Overload
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Connie Wilson
 155 N. First Ave, Suite 270
 MS28
 Hillsboro, OR 97124-3087
 Connie_Wilson@co.washington.or.us
 IP Address: 204.147.152.5

Record Tracking

Status: Original 2/21/2023 10:44:38 AM	Holder: Connie Wilson Connie_Wilson@co.washington.or.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Tom Szambelan
 tom@eostaffing.com
 CEO
 Dial Temporary Help Service, Inc. dba Employers
 Overload & Cobot Team LLC
 Security Level: Email, Account Authentication
 (None), Access Code
Electronic Record and Signature Disclosure:
 Accepted: 2/27/2023 9:47:03 AM
 ID: ead89962-5263-4c91-a53f-82887ef7892f

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 74.92.167.121

Timestamp

Sent: 2/21/2023 10:46:42 AM
 Resent: 2/27/2023 8:34:53 AM
 Viewed: 2/27/2023 9:47:03 AM
 Signed: 2/27/2023 9:47:28 AM

Marni Kuyl
 Marni_Kuyl@co.washington.or.us
 Assistant County Administrator
 Washington County, OR
 Security Level: Email, Account Authentication
 (None), Access Code

DocuSigned by:

 725A631D058E414...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.147.152.5

Sent: 2/27/2023 9:47:30 AM
 Viewed: 2/27/2023 10:06:42 AM
 Signed: 2/27/2023 10:07:05 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/27/2023 10:06:42 AM
Signing Complete	Security Checked	2/27/2023 10:07:05 AM
Completed	Security Checked	2/27/2023 10:07:05 AM

Payment Events	Status	Timestamps
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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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