



Catherine McMullen
County Clerk

Elections Division

County Clerk, Catherine McMullen, CMcMullen@clackamas.us | 1710 Red Soils Court, Suite 100
503-722-6086 | Oregon City, OR 97045

May 15, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Dial Temporary Help Service for temporary elections workers. Contract Value is \$1,200,000 for 3 years. Funding is through County Clerk Fees and approximately \$576,000 of budgeted County General Funds.

Previous Board Action/Review	Previous Clackamas County Contract #8515, Co-op contract WACO# 23-0335, funds already budgeted and adequate for current FY.		
Performance Clackamas	1. Build public trust through good government.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Michael Newgard	Contact Phone	503-655-8662

EXECUTIVE SUMMARY: The Clackamas County Elections Division uses a temp agency as a payroll solution for temporary election workers. Election workers 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. Election workers typically work a very short time period (1 day-3 weeks) during each election cycle (4-6 months), and their hours can vary greatly depending on voter turnout. The Elections Division has been responsible for all recruitment, onboarding, scheduling, and timesheet management for election workers. Employers Overload will maintain election workers on their active payroll available for Elections to schedule employees when necessary. The project cost varies per election cycle, and we would like to keep our purchase order flexible to be able to spend up to \$75,000 for the remainder of FY24-25, and then will fluctuate around \$240,000 to \$300,000 per election year through FY27-28.

RECOMMENDATION: Clerk and staff recommends the Board approving the contract.

Respectfully submitted,

Catherine McMullen
County Clerk

For Filing Use Only



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001270

This Personal Services Contract (this "Contract") is entered into between **Dial Temporary Help Service, Inc., doing business as Employers 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 entered into pursuant to the cooperative procurement authority in Washington County Contract Number 25-00282, 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, 2028**.
- 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 **One-Million-Two-Hundred-Thousand Dollars (\$1,200,000)** 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. **TERMINATION.** 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(12)).

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.

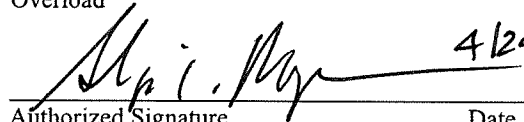
The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract,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

Clackamas County

 4/29/2025
Authorized Signature Date

Chair Date

STEPHEN F. Morgan COO
Name / Title (Printed)

Approved as to Form:

142654-90
Oregon Business Registry #

County Counsel Date

ABN/OR
Entity Type / State of Formation

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 \$18.00 to \$20.00 per hour. Contractor will be paid 26% of the hourly rate for elections drivers, which is \$18.00 to \$20.00.

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 25-0282



WASHINGTON COUNTY OREGON

5/13/2024

PERSONAL/PROFESSIONAL SERVICES
Contract No: 25-0282

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 29 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 \$ 1,200,000.00; 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: March 31, 2025, or upon final signature, whichever is later.
- 3.2. The expiration date is: March 31, 2028, 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 # 2024.160-REQ.
- ☒ Contractor's response dated January 16, 2025.

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: Insurance Requirements Summary Form
- ☐ 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

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Theresa Ellis

Phone: 503.846.3900

Email: theresa_ellis@washingtoncountyor.gov

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.** 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 is solely responsible for payment of any federal, state or local taxes applicable to any payments paid to Contractor under this Agreement including, but not limited to, payment of the corporate activity tax imposed under HB 3427 (2019 Oregon legislative session). Contractor may not include its federal, state or local tax obligations as part of the cost to perform under this Agreement. Contractor is not eligible for any federal

Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement.

- 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.
 - 23.1 Contractor may control the defense or settlement of any claim subject to Contractor's obligations set forth in this section. However, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the County, nor purport to act as legal representative of the County or any of its officers, employees or agents, without first receiving from the County, in a form and manner determined appropriate by Washington County Counsel, authority to act as legal counsel for the County. Nor may Contractor settle any claim on behalf of County without the approval of the County. The County may, at its election and expense, assume its own defense and settlement in the event the County determines Contractor is prohibited from defending the County, or is inadequately defending the County's interests, or in County's determination any important governmental principle is at issue and the County desires to assume its own defense. Contractor shall not be entitled to any compensation or reimbursement for the defense or settlement of any claim under this section.

24. **Insurance.** Contractor shall provide insurance coverage and limits as described in the Attachment C Insurance Requirements Summary Form.
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.

Signed by: Stephen Morgan 3/21/2025 | 09:30 PDT
F1389BB0A59945C... Authorized Signature Date
Stephen Morgan COO
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: smorgan@eostaffing.com

CCB Number and/or DUNS Number (if applicable): _____

Unique Identity ID (if applicable): _____

Contractor Contact Person:

Contractor Contact Person: Steve Morgan Phone: 503.322.1984

Contractor Contact Email: smorgan@eostaffing.com

FOR COUNTY:

DocuSigned by: Marni Kuyf 3/21/2025 | 10:16 PDT
6580D494A448440... Authorized Signature Date
ACA
Printed Signatory Title



WASHINGTON COUNTY OREGON

ATTACHMENT A

Statement of Work/Schedule/Payment Term

Formal Solicitation/Quote Number (if applicable): 2024.160-REQ

HTTP Link to Solicitation/Quote in County Procurement Portal:

<https://procurement.opengov.com/governments/503/projects/137804/evaluation/selected-proposal>

Include the Statement of Work (SOW) below, including a description of the services to be performed by the vendor & payment terms:

SCOPE OF PROJECT

The contractor's payrolling services will play a crucial role in the payroll processing for individuals assigned to activities by the Department of Assessment and Taxation Elections Division. This role extends to other County Departments when needed, encompassing a range of tasks such as tax withholding and payment, benefits management, and issuance of payroll checks. The contractor's responsibilities are integral to the smooth operation of the County's payroll system.

Washington County shall retain the responsibility for all scheduling.

The personnel referred to the contractor by Washington County shall not become deployable employees for the contractor except in instances where the personnel request it, and it does not conflict with work for the County.

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

- Payroll and related forms
- Payment of social security and withholding taxes
- Benefits, if applicable
- Workers Compensation
- Unemployment insurance
- Other costs required by law or ordinarily furnished by the firm
- Computation of all payroll records and expenses and release of paychecks to employees
- Provide all W-2 forms as appropriate to employees
- Provide general liability insurance for each employee as required
- DMV checks for drivers
- Ability to provide I9 verification on-site for large groups
- Background checks upon request

The County will provide the names of individuals who are qualified for temporary employment and have previously worked for the County.

These individuals will become contractor employees subject to their personnel policies and practices. However, the County retains the right to reject a particular individual and direct the work of all employees.



WASHINGTON COUNTY OREGON

The County's commitment to fairness ensures that all employees, regardless of their employment status, are treated with respect and equality.

The cost to the County will be a flat percentage of each employee's base salary/wage as defined in Section: Classification Information. The percentage shall cover all taxes, insurance, employee-related costs, overhead, and the contractor's profit.

ELECTIONS PROJECT INFORMATION

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

The Elections Division employs several permanent staff members who plan, organize, and manage all the elections. In addition to the regular County staff, the Division employs several individuals on a temporary basis for each election. Depending on the size and complexity of the election, this number ranges from as low as 1 to a high of 250.

CLASSIFICATION INFORMATION

An estimated number of hours has been assigned to each employee classification for evaluation purposes. The information is detailed below:

EMPLOYEE CLASSIFICATION	NUMBER OF HOURS (ANNUALLY)
Processing, Inspection, Boards, Runners, Drivers	10,000
Clerk I & Clerk II	8,600

EMPLOYEE CLASSIFICATIONS

1. Election Processing Boards and Counting Boards

Rate: \$15.95 per hour and above
8 to 14 hours per day
Overtime after 8 hours per day
3-300 personnel, four times per year

2. Runners and Drop Site Monitors

Rate: \$15.95 per hour and above
2 to 8 hours per day
Overtime after 8 hours per day
4 - 60 personnel, four times per year

3. Drivers

Rate: \$15.95 per hour and above
2 to 8 hours per day



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Overtime after 8 hours per day

2-30 personnel, four times per year

Eligible for mileage reimbursement per IRS standard mileage rate when personal vehicle is used for County business

4. Clerk I

Rate: \$15.95 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

5. Clerk II

Rate: \$18.00 per hour and above

Overtime after 8 hours per day

2 - 20 personnel required, four times per year for a 4 to 12-week period at any given election and/or when needed

In the event the County has current contracted employees, they will maintain their existing pay rate and benefits, if applicable.

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 election process shall remain with the County.

ONBOARDING QUALIFIED AND PAST EMPLOYEES

The Elections Division will forward the names and contact information of qualified and interested workers to the contractor at least two weeks before the contractor needs their services.

Employers Overload and the County office will closely collaborate to process onboarding paperwork for new payrolled employees, ensuring they can start the same day based on election needs.

Employers Overload will provide sufficient staff to process same day applications as well any necessary material needed to facilitate the onboarding process. The County will be informed of any needed materials, supplies or technical assistance at least two (2) days before scheduled onboarding day.

If contracted employees have missing forms, Employers Overload will actively seek employees to complete the onboarding process. If process is not completed, Employers Overload will notify the County division of the delay. The contracted employee will not be allowed to work until ALL forms are received by Employers Overload.

SERVICE REQUIREMENTS:



WASHINGTON COUNTY

OREGON

The County Divisions will submit timecards to the contractor in a mutually agreed-upon format, such as an Excel spreadsheet. The contractor will receive the names of those authorized to submit timecards for each entity.

The County requires issuing a payroll check within 10 calendar days of completion of work.

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

Employers Overload will proactively communicate with the County any delays in payroll ensuring timely payments to contracted employees.

Employers Overload will provide paychecks utilizing one of the following methods: paper check delivered weekly (if requested), direct deposit or pay card.

Employers Overload will provide customized reports that meet the County's needs. Ad hoc reports will be requested on a monthly, quarterly, and/or yearly basis and will be requested by designated County staff, such as managers or supervisors.

PAYMENT

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

Payment will be made after satisfactory performance of contractual services, by all the provisions, and upon receipt and verification of a correctly completed invoice.

PRICE ADJUSTMENTS

Wage rates for these are based on the minimum wage and will be increased whenever the State of Oregon increases the minimum wage.

When directed by the County, the private mileage rate shall be consistent with the IRS standard mileage rate. The IRS has set the standard mileage rate at \$.70 per mile, effective January 1, 2025. Private mileage reimbursement (PMR) is to be increased whenever the IRS announces an increase in the standard mileage rate.



WASHINGTON COUNTY OREGON

ATTACHMENT C INSURANCE REQUIREMENTS SUMMARY FORM

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 carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement**.
 - ☐ 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
 - ☐ Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.
 - ☐ ADDITIONAL INSURED ENDORSEMENT not required.
2. **AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance 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.
 - ☐ Not required.
 - ☒ AUTOMOBILE LIABILITY INSURANCE with a combined single limit per accident, or the equivalent of not less than:
 - ☒ \$1,000,000
 - ☐ \$2,000,000
 - ☐ Other: \$ _____ 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.
 - ☐ Automobile Liability Additional Insured Endorsement is not required.
3. **PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.
 - ☐ Not required.
 - ☒ PROFESSIONAL LIABILITY INSURANCE with limits of not less than:
 - ☒ \$1,000,000/\$2,000,000
 - ☐ \$1,000,000/\$3,000,000
 - ☐ \$2,000,000/\$4,000,000
 - ☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/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.

☐ OTHER: \$ _____

5. **OTHER COVERAGE(S) REQUIRED**

- A. ☐ **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than

☐ \$1,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

☐ \$1,000,000

☐ Other: \$ _____ 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.

- B. ☐ **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than

\$ _____ each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

- C. ☒ **CYBER LIABILITY INSURANCE** with limits of not less than

☒ \$1,000,000

☐ Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

- D. ☐ **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than

☐ \$1,000,000

☐ Other \$ _____ each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.

- E. ☐ **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.

- F. ☐ **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk

Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

G. ☐ **OTHER** (describe coverage and limits):

NOTES:

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 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 the contract.

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.

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.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of 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.

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 the requirement is expressly modified or waived by the County.

For Administrative Use Only – Z99999

Supplier Name: Employers Overload

Actual Contract Number (CustomText4): 25-0282

Department (Location): Assess & Taxation

Contract Type: Other

Contract Sub Type (Custom2Code): Confidential

Minute Order Date: 3/4/2025

Minute Order Number: 25-36

Master Contract Number (CustomText1): 25-0282

Bid/RFP # (BidRFP): 2024.160

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: 4D270605-8899-4845-A3C4-0583F777BE67
Subject: Complete with DocuSign: 25-0282: Employers Overload
Source Envelope:
Document Pages: 17
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Brenna McClamma
155 N. First Ave, Suite 270
MS28
Hillsboro, OR 97124-3087
brenna_mcclamma@washingtoncountyor.gov
IP Address: 192.235.66.2

Record Tracking

Status: Original
3/20/2025 11:04:24 AM

Holder: Brenna McClamma

Location: DocuSign

Security Appliance Status: Connected
Storage Appliance Status: Connected

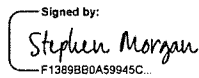
brenna_mcclamma@washingtoncountyor.gov
Pool: StateLocal
Pool: Washington County

Location: DocuSign

Signer Events

Stephen Morgan
smorgan@eostaffing.com
COO
Security Level: Email, Account Authentication
(None), Access Code

Signature

Signed by:

F1389BB0A59945C...

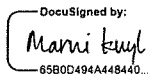
Signature Adoption: Pre-selected Style
Using IP Address: 96.74.54.161

Timestamp

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Viewed: 3/21/2025 9:27:49 AM
Signed: 3/21/2025 9:30:26 AM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2025 9:27:49 AM
ID: 1f217ae4-c473-443f-a00a-3207d64bc64a

Marni Kuyl
Marni_Kuyl@washingtoncountyor.gov
ACA

DocuSigned by:

65B0D494A448440...

Signature Adoption: Pre-selected Style
Using IP Address: 204.147.152.15

Sent: 3/21/2025 9:30:28 AM
Viewed: 3/21/2025 10:15:10 AM
Signed: 3/21/2025 10:16:01 AM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2025 10:15:10 AM
ID: 6448362b-8365-4d9b-b871-3fc7eef09989

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 Sent	Hashed/Encrypted	3/20/2025 11:06:51 AM
Certified Delivered	Security Checked	3/21/2025 10:15:10 AM
Signing Complete	Security Checked	3/21/2025 10:16:01 AM
Completed	Security Checked	3/21/2025 10:16:01 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.

Getting paper copies

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.

Withdrawing your consent

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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- 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>.

Acknowledging your access and consent to receive and sign documents electronically

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**

REQUEST FOR PROPOSAL

PAYROLLING SERVICES

(NO. 2024.160-REQ)

FOR

Washington County, Oregon

RELEASE DATE: January 3, 2025

DEADLINE FOR QUESTIONS: January 13, 2025

RESPONSE DEADLINE: January 21, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/washington-county-or>

Washington County, Oregon
REQUEST FOR PROPOSAL
Payrolling Services

1. Request for Proposals
2. Introduction
3. Overview and Purpose
4. Proposal Content - Not to exceed 15 Pages
5. Evaluation Phases.....
6. Evaluation and Award Process
7. Instructions to Proposers
8. Terms and Conditions
9. Vendor Submissions
10. Pricing Table

Attachments:

A - 2024-PP-SERVICES-Sample Contract

B - Attachment C - INSURANCE REQUIREMENTS SUMMARY FORM PP

1. Request for Proposals

(No.2024.160-REQ)

Washington County, Oregon is requesting proposals from qualified firms to provide Payrolling Services.

Proposals must be received by 5:00 pm Tuesday, January 21, 2025.

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 <https://secure.procurenow.com/portal/washington-county-or>. Proposal documents can be viewed and downloaded from the site. The County's electronic solicitation portal can also be accessed at www.washcopurch.com/biz. Proposer is responsible for checking the site for any addendums before submitting their proposals.

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

Kiersten Vanderhoof, Lead Procurement Analyst

Posted to: Friday, January 3, 2025 OregonBuys

2. Introduction

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

1. Summary

The contractor's payroll services will play a crucial role in the payroll processing for individuals assigned to activities by the Department of Assessment and Taxation Elections Division. This role extends to other County Departments when needed, encompassing a range of tasks such as tax withholding and payment, benefits management, and issuance of payroll checks.

2. Background

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 County's eastern half comprises service industries, light manufacturing, and residential and commercial activity. It is relatively densely populated. The western half consists primarily of farms, private forest lands across rural settings, and 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 previous 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. Approximately 2400 employees are currently employed in all areas of County government, providing the multitude of services required by its member cities, businesses, and general population.

3. Contact Information

Kiersten Vanderhoof

Lead Procurement Analyst

155 North First Ave, Ste 270, MS 28

Hillsboro, OR 97124

Email: kiersten_vanderhoof@washingtoncountyor.gov

Phone: [\(503\) 846-3585](tel:(503)846-3585)

Department:

Assessment and Taxation

4. Timeline

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 from the County's [Procurement Portal](#).

Date of Legal Advertisement	January 3, 2025
Question Submission Deadline	January 13, 2025, 5:00pm
Submittals Due	January 21, 2025, 5:00pm
Contractor Selection Date	February 7, 2025

3. Overview and Purpose

1. Purpose/Scope of Project

- A. The contractor's payrolling services will play a crucial role in the payroll processing for individuals assigned to activities by the Department of Assessment and Taxation Elections Division. This role extends to other County Departments when needed, encompassing a range of tasks such as tax withholding and payment, benefits management, and issuance of payroll checks. The contractor's responsibilities are integral to the smooth operation of the County's payroll system.
- B. Washington County shall retain the responsibility for all scheduling.
- C. The personnel referred to the contractor by Washington County shall not become deployable employees for the contractor except in instances where the personnel request it, and it does not conflict with work for the County.
- D. The contractor shall assume all responsibility for the personnel administration of all temporary employees. This shall include but not be limited to the following:
 - 1. Payroll and related forms
 - 2. Payment of social security and withholding taxes
 - 3. Benefits, if applicable
 - 4. Workers Compensation
 - 5. Unemployment insurance
 - 6. Other costs required by law or ordinarily furnished by the firm
 - 7. Computation of all payroll records and expenses and release of paychecks to employees.
 - 8. Provide all W-2 forms as appropriate to employees
 - 9. Provide general liability insurance for each employee as required.
 - 10. DMV checks for drivers
 - 11. Ability to provide I9 verification on-site for large groups
 - 12. Background checks upon request

2. ELECTIONS PROJECT INFORMATION

- A. Washington County, under the laws of the State of Oregon, manages all elections within the County. These elections include general elections, primary elections, and various special elections throughout the year, depending on the issues to be presented to the voters. The current number of regularly scheduled election dates within the state is four.
- B. The Elections Division employs several permanent staff members who plan, organize, and manage all the elections. In addition to the regular County staff, the Division employs several individuals on a temporary basis for each election. Depending on the size and complexity of the election, this number ranges from 1 to 250.

3. CLASSIFICATION INFORMATION

An estimated number of hours has been assigned to each employee classification for evaluation purposes. The information is detailed below:

EMPLOYEE CLASSIFICATION	NUMBER OF HOURS (ANNUALLY)
Processing, Inspection, Boards, Runners, Drivers	10,000
Clerk I & Clerk II	8,600

EMPLOYEE CLASSIFICATIONS

1. Election Processing Boards and Counting Boards

Rate: \$15.95 per hour and above
8 to 14 hours per day
Overtime after 8 hours per day
3-300 personnel, four times per year

2. Runners and Drop Site Monitors

Rate: \$15.95 per hour and above
2 to 8 hours
Overtime after 8 hours per day
4 - 60 personnel, four times per year

3. Drivers

Rate: \$15.95 per hour and above
2 to 8 hours
Overtime after 8 hours per day
2-30 personnel, four times per year

4. Clerk I

Rate: \$15.95 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

5. Clerk II

Rate: \$18.00 per hour and above
Overtime after 8 hours per day
2 - 20 personnel required, four times per year for a 4 to 12-week period at any given election and/or when needed

4. 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 election process shall remain with the County.

5. QUALIFIED AND PAST EMPLOYEES

The Elections Division will forward the names and contact information of qualified and interested workers to the contractor at least two weeks before the contractor needs their services.

6. Payment and Pricing

PAYMENT

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

Payment will be made after satisfactory performance of contractual services, by all the provisions, and upon receipt and verification of a correctly completed invoice.

PRICE ADJUSTMENTS

Wage rates for these are based on the minimum wage and will be increased whenever the State of Oregon increases the minimum wage.

When directed by the County, the private mileage rate shall be consistent with the IRS standard mileage rate. The IRS has set the standard mileage rate at \$.67 per mile, effective January 1, 2025. PMR is to be increased whenever the IRS announces an increase in the standard mileage rate.

4. Proposal Content - Not to exceed 15 Pages

1. SERVICE REQUIREMENTS

The County Divisions will submit timecards to the contractor in an agreed-upon format. The contractor will receive the names of those authorized to submit timecards for each entity.

The County requires issuing a payroll check within 10 calendar days of completion of work.

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

The contractor shall detail acceptable methods of submitting timecards and the information required from the County for each method. The approval process should include individual and group submittal options.

- A. Describe your timelines for payroll processing of all timesheets, related documents, and other activities concerning payroll matters and options available to the County. Include frequency of check cutting, emergency procedures, and other relevant information.
- B. Provide an estimate of the average reporting to the County for the collection and submittal per person per timecard, including the time needed to review instructions, complete the form(s), and complete the approval process.
- C. Describe payroll check distribution options.
- D. The County requires monthly, quarterly, and yearly (July 1 - June 30) reports. Provide samples of available reports and detail the advantages and uses of each report.

2. CONTRACT STARTUP/ CONVERSION PLAN

- A. Detail the time necessary and the process for starting up after the award of the contract to provide the payrolling services required under this contract.
- B. What documents and/or testing will be required from the County and potential personnel at the start of the contract? Provide samples. Specify the format and indicate whether it is hard copy or electronic; indicate the desired program if electronic.
- C. 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 the desired program.
- D. Time is of the essence in getting people on board; many times, unexpected illness or staff inability to perform functions will create the need to bring in others immediately. How long before the employee is required to start work must the County provide the names and paperwork for any persons to be added to the list?

3. STATEMENT OF QUALIFICATIONS

Each Statement of Qualification shall include as a minimum:

- A. Organization and staff experience: The 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 is desired.
- B. Financial Adaptability: The proposer shall demonstrate the ability to provide payroll for up to 500 persons, including providing the findings from the company's most recent audit or the past two years' financial statements if audit documents are not available.

4. DIVERSITY/EQUITY

- A. 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.
- B. 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.
- C. Describe the diversity and language capabilities of your agency's personnel, particularly those involved in outreach and information gathering.
- D. Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or local community.

5. Evaluation Phases

Proposal not to exceed fifteen (15) pages.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Page Count Proposal does not exceed required page limit.	Pass / Fail	10 (9.1% of Total)
2.	Cost from Pricing Table	0-5 Points	30 (27.3% of Total)
3.	Statement of Qualifications	0-5 Points	20 (18.2% of Total)
4.	Ability to Meet Service Requirements	0-5 Points	30 (27.3% of Total)
5.	Contract Startup/Conversion Plan	0-5 Points	10 (9.1% of Total)
6.	Diversity & Equity	0-5 Points	10 (9.1% of Total)

6. Evaluation and Award Process

1. Clarifications

The County reserves the right to obtain clarification at 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.

After evaluation, demonstrations, and or interviews have occurred, 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.

2. Interviews

Top scoring proposers may be selected for interviews. If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores will be determined based on the points assigned to the interview process.

3. References

The County reserves the right to check references only on the highest scoring proposers or depending on the scoring differential just the highest proposer.

Questionnaires may be sent to customer references by Washington County or contacted by telephone. Secondary references may also be contacted.

4. Period Proposal Validity

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

5. Acceptance, Rejection and Cancellation of Award

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.

This RFP does not commit the County to award a contract or to pay any costs incurred by respondents. 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.

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

6. Award Recommendation

The notice of intent to award will be posted on the County's Procurement Portal website at least seven (7) days before the award of the contract. See PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD below for protest of award.

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.

7. Inspection of Proposals

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. Proposals will be provided via an electronic link.

Copies of material from proposal files may be obtained from the Washington County Procurement Division upon payment of a charges based upon the current County Fee Schedule. Prepayment is required for providing materials from the proposal files.

8. Protests and Judicial Review of Contract Award

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.

Delivery. A proposer must deliver a written protest to the Washington County Procurement Manager within seven (7) days after issuance of the notice of intent to award the contract.

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.

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.

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.

9. Negotiation with Awarded Contractor(s)

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.

10. Contract Term

The term of the contract will be Initial contract term will be three years, with the option to renew for up to five years.

The maximum term of the contract will be five years.

The estimated expenditure for the contract is approximately NO VALUE. Actual expenditures may be more or less depending on actual requirements.

11. Contractor's Responsibility

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.

7. Instructions to Proposers

1. Deadline Disclaimer

It is the responsibility of the responder to upload and submit their electronic response before the deadline date and time approaches as posted on the County's Procurement Portal. Allow for a sufficient amount of time for the bid entry/document upload process in order to ensure timely submission.

Make sure that all documents are uploaded as soon as possible well in advance of the deadline. The County's Procurement Portal will close promptly at the deadline date and time. All responses must be submitted, not in process, by that time...no exceptions are allowed.

Please note the system will accept Google Docs or Google Pages, but they are not readable by the County. DO NOT upload your response using a Google product.

2. Precedence of Proposal Documents

The order of precedence of documents is as follows:

- A. Instructions to Proposers
- B. Contract Terms & Conditions (from attached sample contract)
- C. Terms and Conditions
- D. Project Details/Scope of Work

3. Communication

Communication regarding this solicitation between a potential or actual Proposer and any Washington County staff, other than Procurement Division staff, is prohibited from the time the Request for Proposals (RFP) is advertised until the award of a contract to the proposer selected.

4. Copies of Proposal Documents

Documents obtained from sources (such as directly from other contractors) other than the County's Procurement Portal are not valid proposal documents. It is the proposer's responsibility to ensure they are following a particular project on the County's Procurement Portal in order to receive notification of all addenda as well as additional relevant information.

5. Questions and Answers

Enter all questions regarding the meaning or intent of the solicitation into the questions area of the solicitation in the County's Procurement Portal.

6. Specification Protest Process

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#: 2024.160-REQ

Washington County Procurement Division

ATTN: Procurement Manager

155 North First Avenue, Suite 270 MS 28

Hillsboro, Oregon 97124-3072

Content: A proposer's written protest must include:

A detailed statement of the legal and factual grounds for the protest; description of the resulting prejudice to the proposer; and a statement of the form of relief requested or any proposed changes to the specifications.

County Response: The County may reject without consideration a proposer's protest received 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.

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.

Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

7. Phone Proposals, Late Proposals or Modifications

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

It is the sole responsibility of the Proposer to ensure the proposals are uploaded to the system by the specified time. The system will not allow Proposers to upload after this time and the proposal will not be considered.

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

Proposals will not be accepted via Phone, E-mail or FAX.

8. Interpretations and Addenda

Enter all questions regarding the meaning or intent of the solicitation into the questions area of the solicitation

- A. Interpretations or clarifications considered necessary in response to such questions will be posted as addenda or in Questions and Answers in the County's Procurement Portal. Bidders will be solely responsible to check for all addenda or questions and answers, if any, from the Procurement Portal prior to submitting their response.
- B. Questions received after Monday, January 13, 2025 will not be answered unless the County determines, in its sole discretion, it is in the public's best interest to do so.
- C. Formal addenda and answers to questions posted in the Question and Answer section are made part of this solicitation and will be binding. Oral and other interpretations or clarifications will be without legal effect.
- D. Written addenda may also be issued to modify the bid documents at the discretion of the County.
- E. Receipt of addenda must be acknowledged on the County's Procurement Portal.
- F. All questions pertaining to this bid shall be addressed only through the County's Procurement Portal. Do not contact any other Washington County staff, employee or official regarding this bid. Communication between bidder and any County staff is prohibited from the time the bid is advertised until the award of a contract to the bidder selected by the County.
- G. After opening proposals, the County may issue or electronically post an addendum to the request for proposals that modifies the criteria, rating process and procedure for any tier of competition before the start of the tier to which the addendum applies.
- H. The County shall send an addendum that is issued by a method other than electronic posting to all proposers who are eligible to compete under the addendum. The County shall issue or post the addendum at least five days before the start of the subject tier of competition or as the County otherwise determines is adequate to allow eligible proposers to prepare for the competition in accordance with County rules.

9. Guidelines for Proposal Submittal and Receipt

To be considered for this contract, each proposer must enter its complete proposal per the Vendor Submission Section to the County's Procurement Portal.

Proposals must be uploaded by 5:00 pm Tuesday, January 21, 2025. The system will not allow late uploads. Allow plenty of time to ensure your upload is successful. Slow or malfunctioning internet shall not be an acceptable reason for late submissions. After uploading documents responders are encouraged to open and review uploaded documents to verify that they can be opened and are the correct documents before submitting. If the County cannot open any of the documents submitted the entire proposal will be disqualified.

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

Each submittal shall contain the following:

- Any proposal response forms listed in the Attachment Section.
- Responses, Certifications, or Agreements required in this solicitation.
- Proposers shall provide a copy of any contracts, licensing agreements, or other documents that the County will be asked to sign if they are the chosen contractor. These do not count against the page limit.
- Failure to submit any of the required items may be grounds for rejection of the proposal.

8. Terms and Conditions

1. Laws and Regulations

- A. 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.
- B. 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 applicable permits and licenses.

2. Recycled Materials and Sustainable Products and Processes

- A. Contractor is encouraged to use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
- B. 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.
- C. 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.

3. Proprietary Information, Ownership and Use of Documents

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

- C. The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.
- D. All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:
 - 1. It shall be clearly marked in bold and on each page of the confidential document.
 - 2. It shall be kept separate from the other RFP documents in a separate file upload.
 - 3. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- E. Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement shall be inserted in the place where the requested information was to have been placed.
- F. 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 above.
- G. 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.

4. Rights of the County

The County expressly reserves the following rights:

- A. To waive irregularities in the proposals submitted.
- B. To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.
- C. 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.
- D. 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.
- E. To negotiate contract terms and conditions.

5. Subcontractor Payment Reporting

- A. Contractor shall report payment information and utilization data for subcontractors that perform any services, using a County-designated online reporting system. As of the effective date of this contract, such system is accessible at:
<https://washcopurch.mwdbe.com/?TN=washcopurch>. Contractor must log in to an account in the system in order to submit reporting information. Reporting information must be submitted at least once monthly, concurrent with Contractor's invoice submission, or on such other frequency as the Project Manager may require. Contractor must designate a representative to administer the reporting function and be a point of contact for the County.
- B. Progress payment requests, except the first request, shall include the Contractor's verification that Subcontractor payment data and workforce data (if applicable) for all tiers have been entered into the County's online reporting systems

6. Qualifications, References and Responsible Proposer

- A. 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.
- B. 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.
- C. Before awarding a contract, the County shall determine that the apparent successful proposer has met the requirements of responsibility outlined in ORS 279B.110.

7. Social Equity

- A. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project.
- B. Working in a way that promotes the empowerment of individuals, organizations, and communities most affected by inequities is a practical method of achieving equity. The County wants to integrate empowering equity strategies that allow for authentic voice to be heard and ultimately represented in decisions from this delivery of service.
- C. 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.

- D. 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.

8. Cooperative Purchasing

- A. 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.
- B. The proposer agrees to extend identical pricing and services to other public agencies for the same terms.
- C. 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.
- D. 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.

9. Form of Contract

- A. A copy of the County's 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, attachments provided, and the successful proposer's response documents.
- B. Firms taking exception to any of the contract terms should indicate the same by uploading in the Vendor Submission or their exceptions will be deemed waived.

10. Insurance Requirements

The insurance requirements for this contract are outlined in the attached Attachment C.

11. Oregon Corporate Activity Tax ("CAT")

- A. In 2019 Oregon adopted a Corporate Activity Tax ("CAT") applicable to all types of business entities. The legislation accomplishes the following:
 - 1. Establishes a "Fund for Student Success" that is separate and distinct from the state's general fund
 - 2. Adopts a new Corporate Activity Tax (CAT) imposed on all types of business entities
- B. The CAT is in addition to the state's current corporate income tax. The CAT is imposed on businesses for the privilege of doing business in this state. It is measured on a business's commercial activity, which is the total amount a business realizes from transactions and

activity in Oregon. The CAT is applied to taxable Oregon commercial activity in excess of \$1 million. Any costs relating to Oregon's Corporate Activity Tax will not be reimbursable under Cost of the Work.

9. Vendor Submissions

Please note the system will accept Google Docs or Google Pages, but they are not readable by the County. DO NOT upload your response using a Google product.

1. Electronic Submittal*

By electronically submitting this response the Supplier attests and certifies that:

1. Person completing this response represents that I am either authorized to bind the Supplier, or that I am submitting the Response on behalf of and at the direction of the Supplier's representative authorized to contractually bind the Supplier.
2. I represent that the Supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.
3. Respondent agrees that the action of electronically submitting its response constitutes:
 - a. an electronic signature on the responses, generally,
 - b. an agreement to conduct business electronically,
 - c. an electronic signature on any form or section specifically calling for a signature, and
 - d. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

☐ Yes

☐ No

*Response required

2. Solicitation Requirements*

Proposer read through and confirm that you met all of the Solicitation requirements?

☐ Yes

☐ No

*Response required

3. Cooperative Purchasing*

Will the proposer extend pricing and terms to other public agencies?(there is no penalty for not agreeing to extend pricing)

☐ Yes

☐ No

*Response required

4. Past Employment*

Have you or a member of your staff been an employee of Washington County in the last six months?

☐ Yes

☐ No

*Response required

5. Oregon Secretary of State Business Registry*

Enter your registry number without dashes or spaces. If you are not currently registered enter N/A. If you are the successful bidder you will be required to register with the Secretary of State in order to contract with the County, per OAR 125-246-0330.

*Response required

6. Tax*

The proposer 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.

☐ Yes

☐ No

*Response required

7. Contact Name, Email, and Phone Number*

Provide the name, email, and phone number for the contact in case of questions, or interview or demonstration arrangements.

*Response required

8. Proposal Content

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.

Proposal should contain no more than fifteen (15) 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.

1. Proposal Content*

Upload your proposal here. After uploading documents responders are encouraged to open and review uploaded documents to verify that they can be opened and are the correct documents before submitting. If the County cannot open any of the documents submitted the entire proposal will be disqualified.

*Response required

2. Insurance Requirements

County insurance requirement can be found under the section titled Attachments. The County may consider reducing insurance for these services. Please upload your Certificate of Insurance (Accord form) to indicate the level of insurance you currently possess.

3. Confidential Information

Upload all pages or documents containing information exempt from disclosure per the Proprietary Information, Ownership and Use of Documents article of the Terms and Conditions Section.

4. Changes Requested to County Contract Standard Terms and Conditions

Upload any alterations requested to Washington County's contract standard terms and conditions per the Form of Contract article of the Terms and Conditions Section.

5. Solicitation Awareness*

How did you hear about this opportunity?

Select all that apply

- ☐ Oregon Buys
- ☐ Link was emailed directly to me
- ☐ Washington County Website
- ☐ DJC Oregon, Portland Tribune or other printed media
- ☐ Twitter, Facebook or other social media
- ☐ Project Center, Plan room, etc?

*Response required

10. Pricing Table

PERCENTAGE OVER COST NON - ACA COVERED EMPLOYEE

Line Item	Employee Classifications	Unit of Measure	PERCENTAGE OVER COST Non - ACA Covered Employee
1	Processing Boards and Counting Boards	Per Employee	
2	Runners and Drop Site Monitors	Per Employee	
3	Drivers	Per Employee	
4	Clerk I	Per Employee	
5	Clerk II	Per Employee	

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