

## DPO Advisory Council Meeting

**Meeting Date:** September 26, 2018

**Time:** 1:30 – 3:30pm

**Location:** **DPSST**  
 4190 Aumsville Highways - Boardroom  
 Salem, OR 97301

**Attendees:** Mark Brown (DEQ), Sharon Domaschofsky (OSP), Melissa Esser (DOA), Julie Hall (OST), Joshua Hardage (DOR), Jay Jackson (DAS), Robert Jones (PERS), Jose Perfecto (OSL), Darwin Kumpula (DAS), Connie Lelack (ODOT), David McKay (DOE), Salem Opeifa (OWRD), Toni Payseno (DOC), Kathy Storm (OFRI), Stephanie Vorderlandwehr (OMB), Melody Waight (ODFW), Zaida Zuniga (ODF), Ashley Buol (DOJ), Darvin Pierce (DAS), Tom Reil, (DAS), Jay Jackson (DAS), Melissa Canfield (ODOT), Sophorn Chaeng (GOV)

**By Phone:** Jana Hart (ODE), Nancy Cody (DCBS), Sandra Flickinger (OHCS), Dennis Ruth (OMB)

**Guests:** **Matt Shoemaker (DOC), Toni Payseno (DOC), Darvin Pierce (DAS PS), Sophorn Cheang (GOV), John Koljesky (DAS)**

ITEM	DISCUSSION
<b>Welcome/Announcements– Connie LeLack</b>	
	<ul style="list-style-type: none"> <li>– Introductions were made.</li> <li>– July minute approved.</li> <li>– Announcement - Nominations for Vice Chair is now open through October 10, 2018</li> </ul>
<b>Agency Introduction - Toni Payseno (DOC)</b>	
Handout (PowerPoint)	<p>Toni introduced herself and provided some background, history and an overview of the Oregon Department of Corrections (DOC). Toni stated that the mission for DOC is to promote public safety by holding offenders accountable for their actions and reducing the risk of future criminal behavior. Toni shared information about department statistics and facts about the inmate population. Toni also shared information regarding types of procurements made and how responsibilities are broken down within the agency.</p>
<b>Procurement Process Sharing (PWPI Spreadsheet) – Matt Shoemaker (DOC)</b>	
Handout (Excel)	<ul style="list-style-type: none"> <li>– Matt introduced himself and introduced the Public Works Public Improvement (PWPI) Spreadsheet he created and received the NIGP National Award for innovation in 2018. He stated that the main idea of the spreadsheet is to automate as much of the solicitation as possible. When you fill out the required fields on the first page of the spreadsheet, it auto populates the fields in the rest of the spreadsheet and forms (including the ITB).</li> <li>– Typically it takes staff anywhere between 6-12 hours to complete a solicitation. With the spreadsheet he created it drastically reduces that time.</li> <li>– Some of the useful things the spreadsheet automatically tells you:             <ul style="list-style-type: none"> <li>• If you have the closing date to an invalid day of the week (only close on T, W &amp; Th).</li> <li>• Has an HTML Box that includes code for formatting so when you fill it out you don't have to redo it in ORPIN, you can just copy and paste the information in to it.</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>- If anyone wants an in depth discussion/presentation please contact Matt Shoemaker, he is happy to discuss.</li> <li>- Matt also automated the TEDS form.</li> <li>- The spreadsheet can be specialized for other agencies – contact Matt to discuss.</li> </ul>
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**Training Requirements – Jana Hart (ODE)**

	<p><b>Q:</b> Training &amp; experience requirements for new hire: How long do you give a new hire to take the required training?</p> <p><b>A:</b> (OMB) OPBC requires one year of experience so they give their new hires one year to get the certification – this gives the new hire the 1 year of experience required. Only downside is, if new hire doesn't have any experience and needs the full year of training, they don't have much leeway if they don't pass the OPBC on their first try.</p> <ul style="list-style-type: none"> <li>- Will send out further questions via DPO listserv (also attached hereto )</li> </ul>
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**QRF Program – Darwin Pierce (DAS)**

handout	<p>Darwin explains briefly that the Qualified Rehabilitation Facilities (QRF) program is designed to bring opportunities to non-profit rehabilitation corporations that employ individuals with qualifying disabilities. Discussed that there have been a drop in number of QRF's as funding changes have happened to cause QRF's not to qualify.</p> <ul style="list-style-type: none"> <li>- Darwin has done 230 price determinations this far in 2018.</li> <li>- Darwin discussed that he is working on rewriting rule to state that an agency can request a QRF to work with them, they are adding a 2 stage "ITB" to choose which QRF will be chosen for a job.       <ul style="list-style-type: none"> <li>• Melissa Canfield – Adding this to rule will make it more burdensome for the agency to work with a QRF.</li> <li>• Sharon Domaschofsky – Adding this as a rule may be detrimental to QRF because the draw to using a QRF is because you don't have to put out an ITB. Maybe add it as an option and not a hard and fast rule.</li> <li>• Tom Riel – Being added to rule as an option.</li> </ul> </li> <li>- Darwin insures that the rule will be brought to DPO for approval before filing.</li> <li>- QRF has new products and services including:       <ul style="list-style-type: none"> <li>• Painting and Wall Repair in central Oregon</li> <li>• Zero waste event management</li> <li>• Armed security</li> <li>• Light menu catering (Taylor Street Ovens) in Marion County</li> </ul> </li> <li>- New Price Agreements:       <ul style="list-style-type: none"> <li>• Temp. Services</li> <li>• Armed &amp; Unarmed Security Services</li> <li>• AED Kits</li> <li>• Zero Waste Event Management</li> <li>• Janitorial &amp; Maintenance Services</li> </ul> </li> </ul>
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	<p><b>Q:</b> Would janitorial services be mandatory to do work order contracts or could an agency still use their existing contracts?</p> <p><b>A:</b> Good question, it is currently unknown.</p> <p><b>Q:</b> Would Armed Security Services provide a one-off event or does contract need to be on an ongoing basis?</p> <p><b>A:</b> Unknown, this is a better question to be posed to the vendor.</p> <ul style="list-style-type: none"> <li>- QRF Showcase: October 17<sup>th</sup> <ul style="list-style-type: none"> <li>• Sustainability</li> <li>• BOLI</li> <li>• IT Procurement Panel (below \$150,000)</li> <li>• Contractor vs. Employee</li> <li>• QRF process &amp; showcase</li> <li>• QRF testimonial</li> </ul> </li> </ul> <p>7 points for \$75.00</p>
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**DAS Training Update – John Koljesky (DAS)**

Handout	<p>John discussed HB 2375 – required procurement training for those who conduct procurements or administer contracts. Three have been 1232 people who have completed, they were projecting 4000.</p> <p><b>Q:</b> Can you pull a report per agency?</p> <p><b>A:</b> Yes I can or your iLearn administrator can do that for you.</p> <ul style="list-style-type: none"> <li>- Discussed that “conducts procurement” means exercise procurement authority.</li> <li>- Those who conduct procurements must take the Principles of Public Procurement INCLASS or WEBINAR if they conduct procurement over \$10,000 and less than \$150,000 or have a valid/current OPBC.</li> <li>- For those who conduct procurements from \$10,000-\$150,000 (intermediate) must take either the Principles of Public Procurement INCLASS or WEBINAR DAS PS Fundamentals (preferred) of Public Procurement (\$175) or maintain a current OPBC. Course is two full day INCLASS or 4 half day classes via WEBINAR.</li> </ul> <p><b>Q:</b> Is there a small procurement class (eg. SPOTS card)?</p> <p><b>A:</b> There is not currently. It is on our future class list.</p> <ul style="list-style-type: none"> <li>- Currently there are 207 people who are enrolled or have completed Principles of Public Procurement and 130 enrolled or completed Fundamentals of Public Procurement. The required classes must be completed by December 31, 2018.</li> <li>- Training requirements Policy (has been signed by CPO) has some changes. New certifications include Oregon Procurement Basic Certification, Oregon Procurement Intermediate Certification, and Oregon Procurement Advanced Certification. Experience required for the above certifications must be full time in Oregon procurement. Training contact hours are classified as either Oregon Public Procurement training or Other Public Procurement Training.</li> <li>- There will be a webinar that explains the new policy and procedure on iLearn.</li> </ul>
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**Legislative Updates – Jay Jackson (DAS PS)**

Handout	<p>Jay’s handout shows all proposed contracting rule changes effective January 1, 2019. Jay discussed that the Secretary of State has invited input on legislative concepts for the 2019 legislative session,</p>
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some of which relate to the Public Records Law. He suggested that this might be an opportunity to educate regarding the procurement process, and the appropriate scope and timing of disclosure of procurement file contents other than bids or proposals. He invited procurement folks to share any concerns or recommendations. He has also reached out to DOJ for help in drafting some message about any special considerations there might be for the procurement process regarding public records requests.

ORS 279B.055(5)(c) provides: “Notwithstanding a requirement to make bids open to public inspection after the contracting agency issues notice of intent to award a contract, a contracting agency may withhold from disclosure to the public trade secrets, as defined in ORS 192.345, and information submitted to a public body in confidence, as described in ORS 192.355, that are contained in a bid.”

The statute does not authorize a refusal to disclose information in a Procurement File that is not part of a bid. Documents and information other than the bids and proposals contained in Procurement Files have not been exempted from disclosure unless some other exemption in the Public Records Law, like the trade secrets exemption, applies to the particular document or information.

Similarly, ORS 279B.060 (6)(b) provides: “Notwithstanding a requirement to make proposals open to public inspection after the contracting agency issues notice of intent to award a contract, a contracting agency may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.345 or 192.355.”

All questions and/or concerns to be sent to Jay at [jay.jackson@oregon.gov](mailto:jay.jackson@oregon.gov).

**EO 18-03 Update – Sophorn Cheang (GOV)**

Sophorn introduced herself and briefly described her background. She informed the group that any questions regarding implementation of the EO reporting requirements should be directed at the Steering Committee. Communicated that phasing of the requirements will be taking place and this information will be brought to agency directors and DPOs.

- One question she is wanting to clear up is that if there is a procurement of over \$10,000 that one firm from each category must be included (Women Owned, Disable Veteran, Emerging Business, Minority Owned).

**Q:** Is there a complete list of COBID certified firms? Not the search option, but a total and complete list?

**A:** (OMB) There is, you have to request it. It comes via email in an excel sheet so you have to request a new copy each time you need to know the current certified firms.

**Suggestion:** Can we add email address and every time the list is updated have a new list sent out?

**A:** Will bring this up to see if it is an option.

**Q:** Meant to be inclusive – Certified firms don’t necessarily get notices because there is a checkbox they must select upon created their account. If they don’t then they will never receive any of the opportunities they are qualified for.

**A:** Thank you, this sounds like an opportunity for education of our firms. Will bring this up as well.

**Q:** Is there a specific COBID contact that we can have information for? Every time I call I talk to someone different.

**A:** Will find out this information and send out via DPO Listserv.

**Statement:** It would be nice to have a statement from the Governor’s Office stating that it is ok to ask if they are a COBID firm. In light of the current temperature we don’t want to come off as being discriminatory when asking these questions.

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	<b>Response:</b> This topic will be part of the guidelines. – Reporting requirements will be coming from the Governor’s Office within the next few weeks.
<b>Roundtable</b>	
	NONE

**Next Meeting:**

**Date:** October 24, 2018

**Time:** 1:30 - 3:30 pm

**Location:** ODF – 2600 State Street BLDG C (Tillamook Conference Room)

## ORS 279A.159 Certification-Related Issues for DPO Advisory Council Consideration

Please send your **comments** regarding these topics to Dept of Education **DPO Lill Gray** at [lillie.gray@state.or.us](mailto:lillie.gray@state.or.us) and **Jana Hart** at [jana.hart@state.or.us](mailto:jana.hart@state.or.us) by **Friday, October 12, 2018** and be prepared to discuss at the **October DPO Advisory Council Meeting**.

**1:** Level 1 and 2 ORS 279A.159-related certification is mandatory as of 2019 0101. To operationalize the requirements, ODE is in the process of updating position descriptions for its staff required to be certified. This will also trigger an update to any associated recruitment announcements and the interview and hiring criteria, as well.

ODE Human Resources is in discussion with a position consultant at DAS CHRO who may provide insight as to the language DAS will use for DAS PSO position descriptions. We'd like to open a discussion with DPO Council members about how agencies will address the certification requirements in their position descriptions, and specifically in these instances:

- When certification is required to be eligible (performance of certification-based duties is an expectation immediately upon hire); and
- When certification is required to be eligible within a given timeframe (performance of certification-based duties may be delayed until the employee meets the certification requirement as a condition of continued employment); and
- When certification is a preference rather than an eligibility requirement (performance of certification-based duties and certification are not conditions of employment or continued employment, but may include related duties for which the training, knowledge, experience, and skill set evidenced by the certification is a hiring preference for the position).

**2:** The DAS PSO training web page indicates that 11 DAS continuing education credits are available for the Level I DAS PS Contract administration training certificate (see the screen shot below, added for your convenience).

Title of training	Course description	Course credit
Contract administration training certificate	Per State Chief Procurement Officer (State CPO) directive, this certificate is designed to meet the legislative mandate for procurement training in ORS 279A.159 for those who administer a public contract for a state contracting agency. This is an online certificate that can be made available upon request. This free course includes the following: <ul style="list-style-type: none"><li>• Introduction to contract administration</li><li>• Procurement rules</li><li>• Procurement ethics</li><li>• Audits</li></ul>	11.00

ODE would like to confirm with DAS PSO that the credits are applicable to the Level 1 online course.

\*If so, how does one obtain a certificate that shows the number of credits awarded (a DAS requirement to count the training for DAS OPBC certification)?

\*The DAS web page indicates that the training and exams take 12 hours, which should provide 12 points (hour-for-hour conversion).

**3:** It would be helpful to identify which of the annual DAS PS Rules update briefing is the one which qualifies for OPBC certification as noted in the draft training policy included with the July 2018 Council meeting minutes, and whether the training is available through iLearn. Is it, for example, the module included in the Level 1 DAS PS Contract Administration Training Certificate series (see #2 below)?

### DAS PS Procurement Rules

Online

Contact Hours: 1.0 Cost: \$0.00 OVERVIEW: Understanding the relevant rules and statutes is foundational to successful procurements. You will need to know terms and definitions, the

English (United States)

### DAS PS Procurement Rules Briefing

Classroom

THIS IS NOT THE DAS PROCUREMENT RULES CLASS REQUIRED FOR CERTIFICATION. This 60 - 90 minute FREE briefing is intended for any state employee who needs to know about revisions to

English (United States)



# OREGON DEPARTMENT OF CORRECTIONS

September 2018

## Agency Overview



# DOC Mission

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The mission of the Oregon Department of Corrections is to promote public safety by holding offenders accountable for their actions and reducing the risk of future criminal behavior.



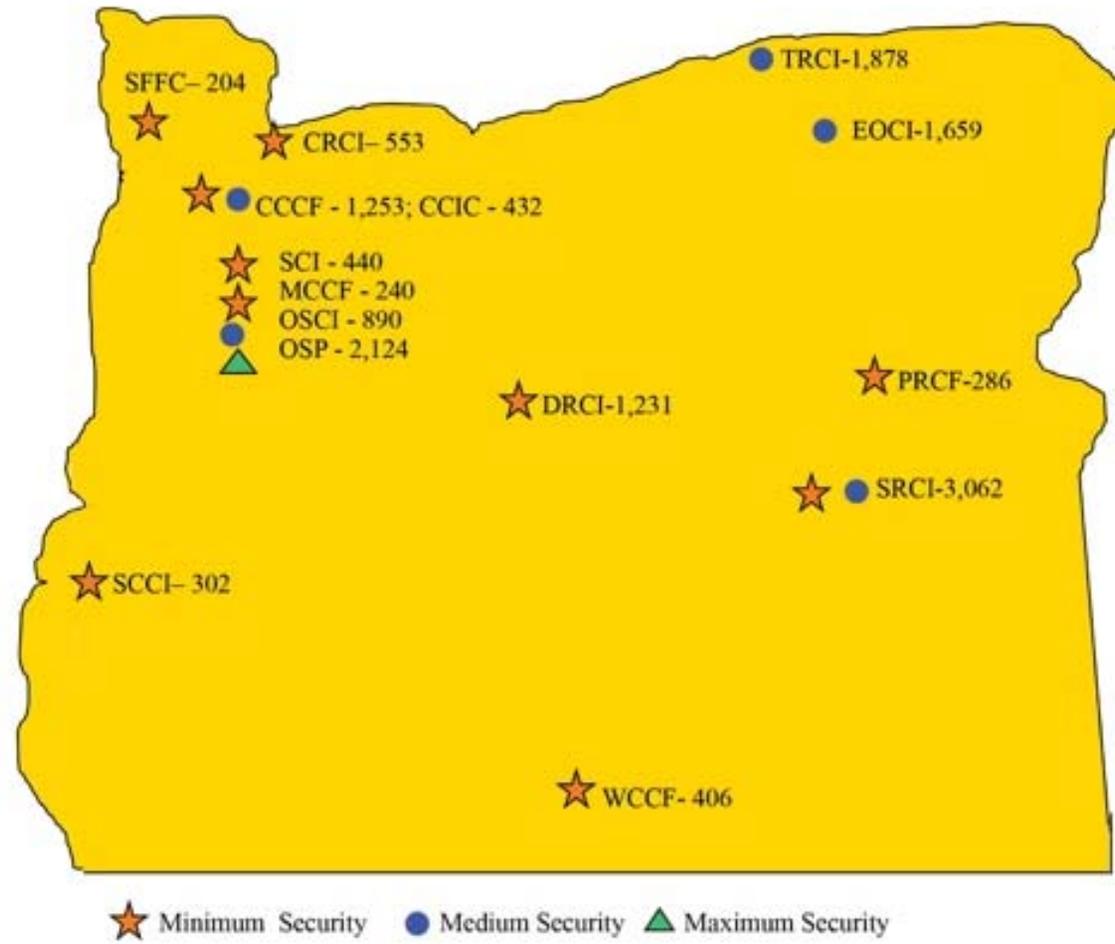
# DOC At a Glance

3

- ❑ DOC is the second largest GF state agency (behind DHS)
- ❑ 4,500 employees
- ❑ 14,600 adults in custody across the state
- ❑ 14 institutions across the state
- ❑ 32,000 offenders on community supervision
- ❑ \$1.8 billion biennial budget
- ❑ DOC admits about 5,000 new intakes and releases 4,500 offenders per year



# Prison Locations

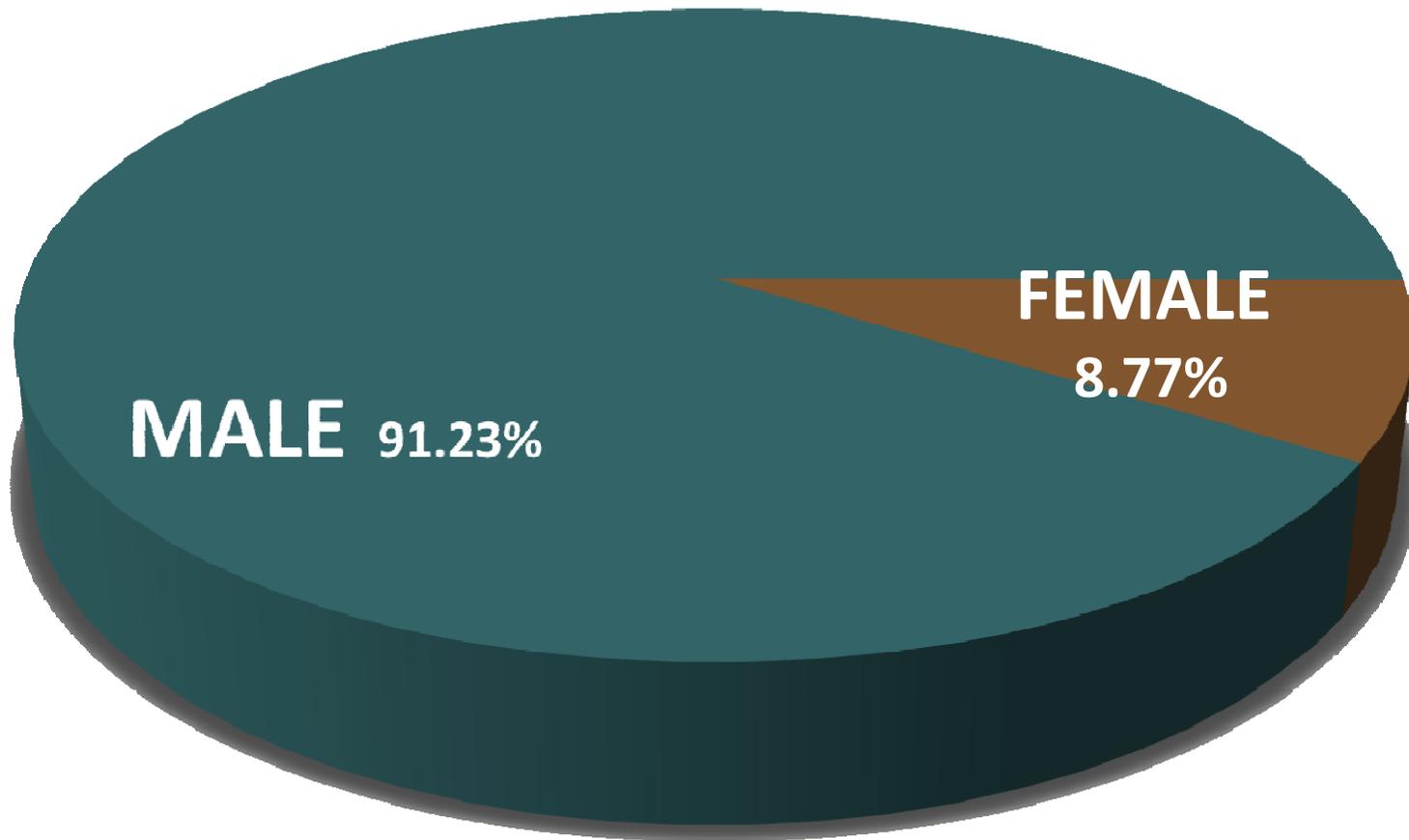


\*Figures are permanent bed capacity.



# Gender

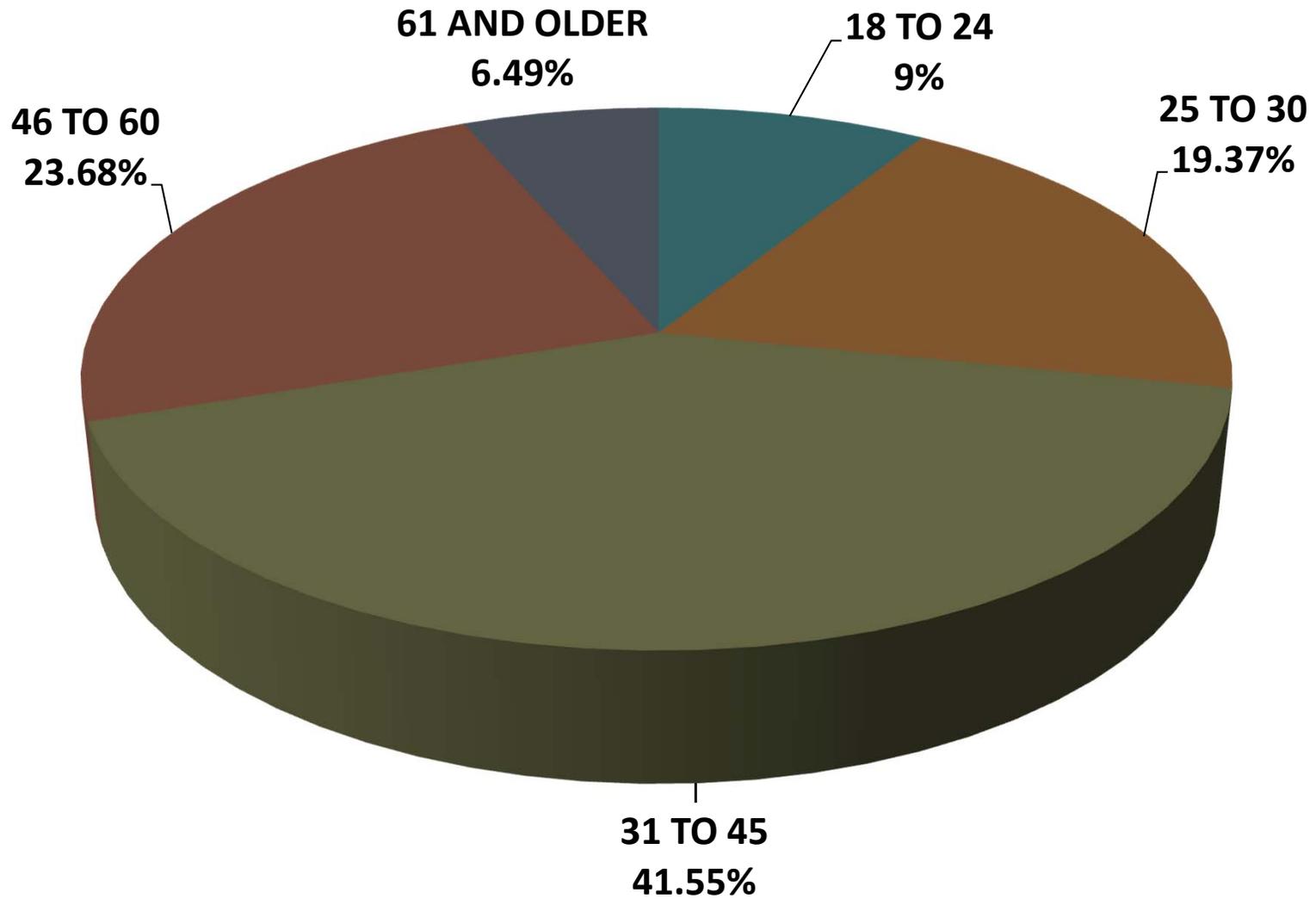
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# Age

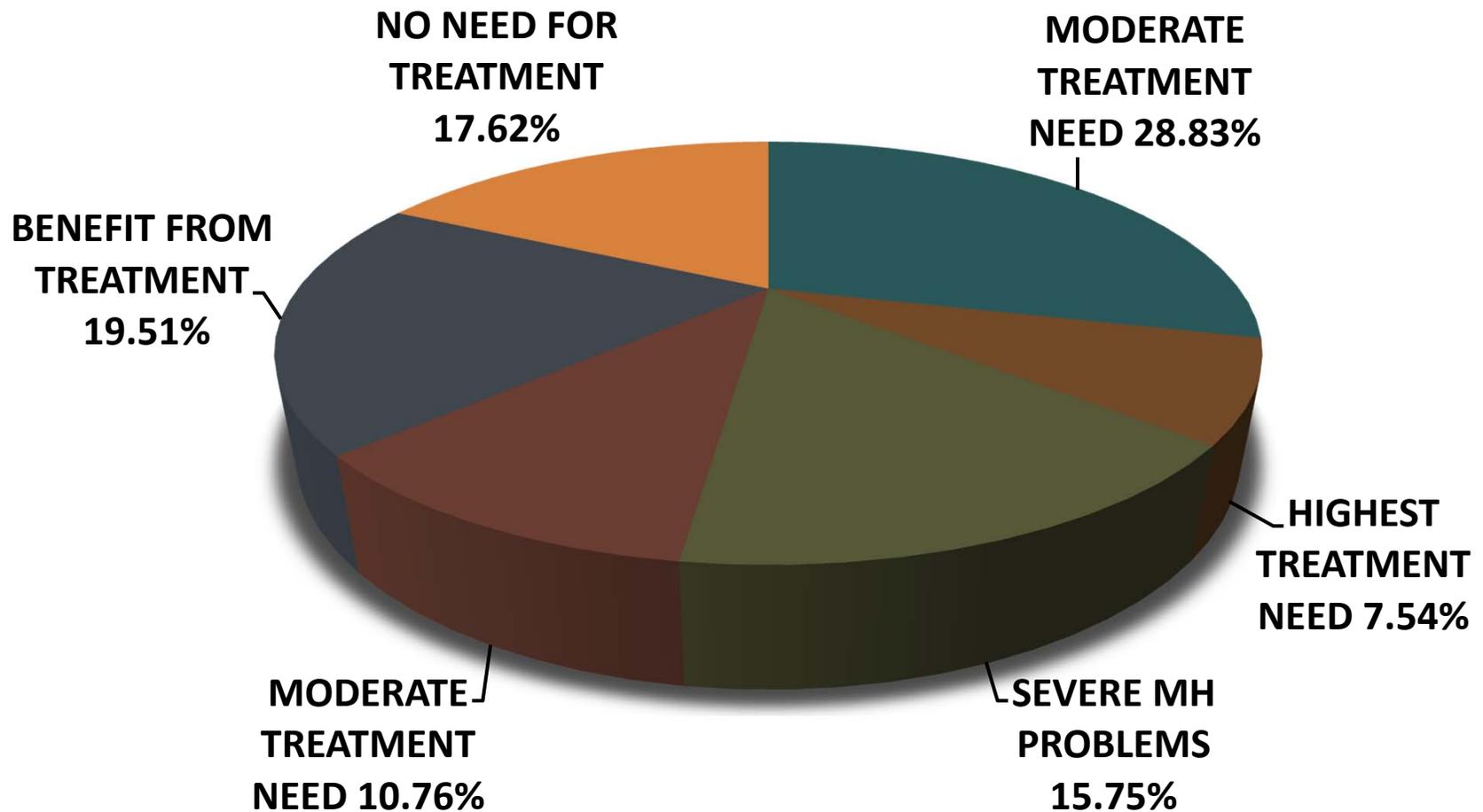
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# Mental Health Need

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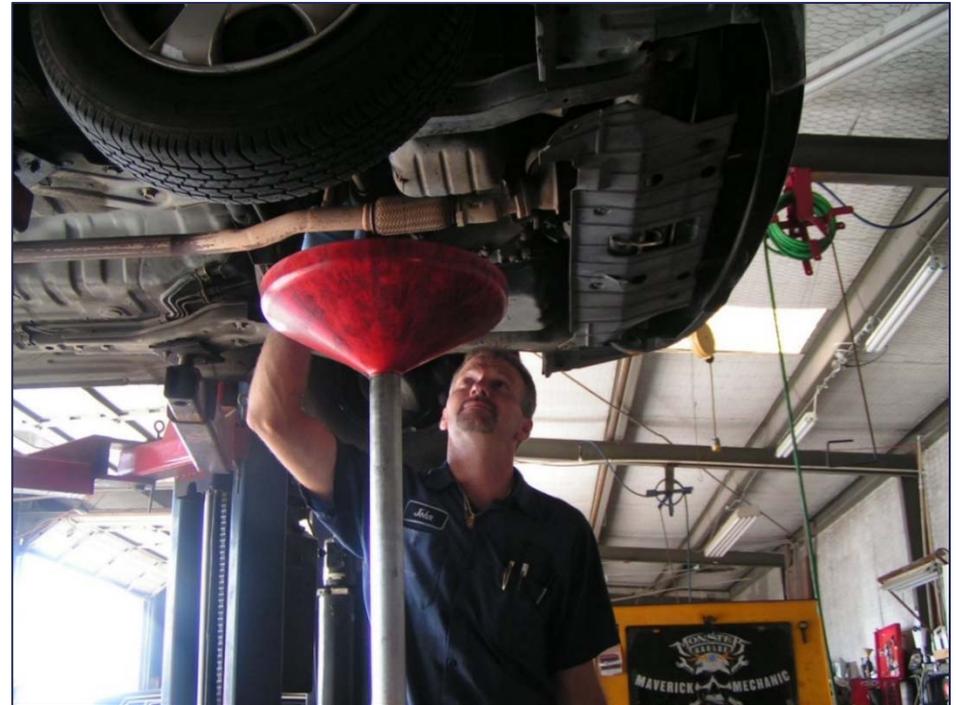




# Education

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- The department provides a continuum of education:
  - Adult Basic Skills Development
  - Vocational training
  - Community college and industry standard certificate programs
  - Apprenticeship and certifications
  
- Inside-Out Prison Exchange Program





# Work Programs

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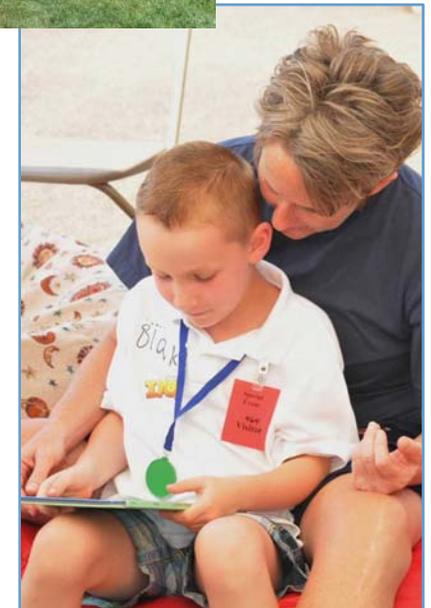




# Inmate/Family/Community Connections

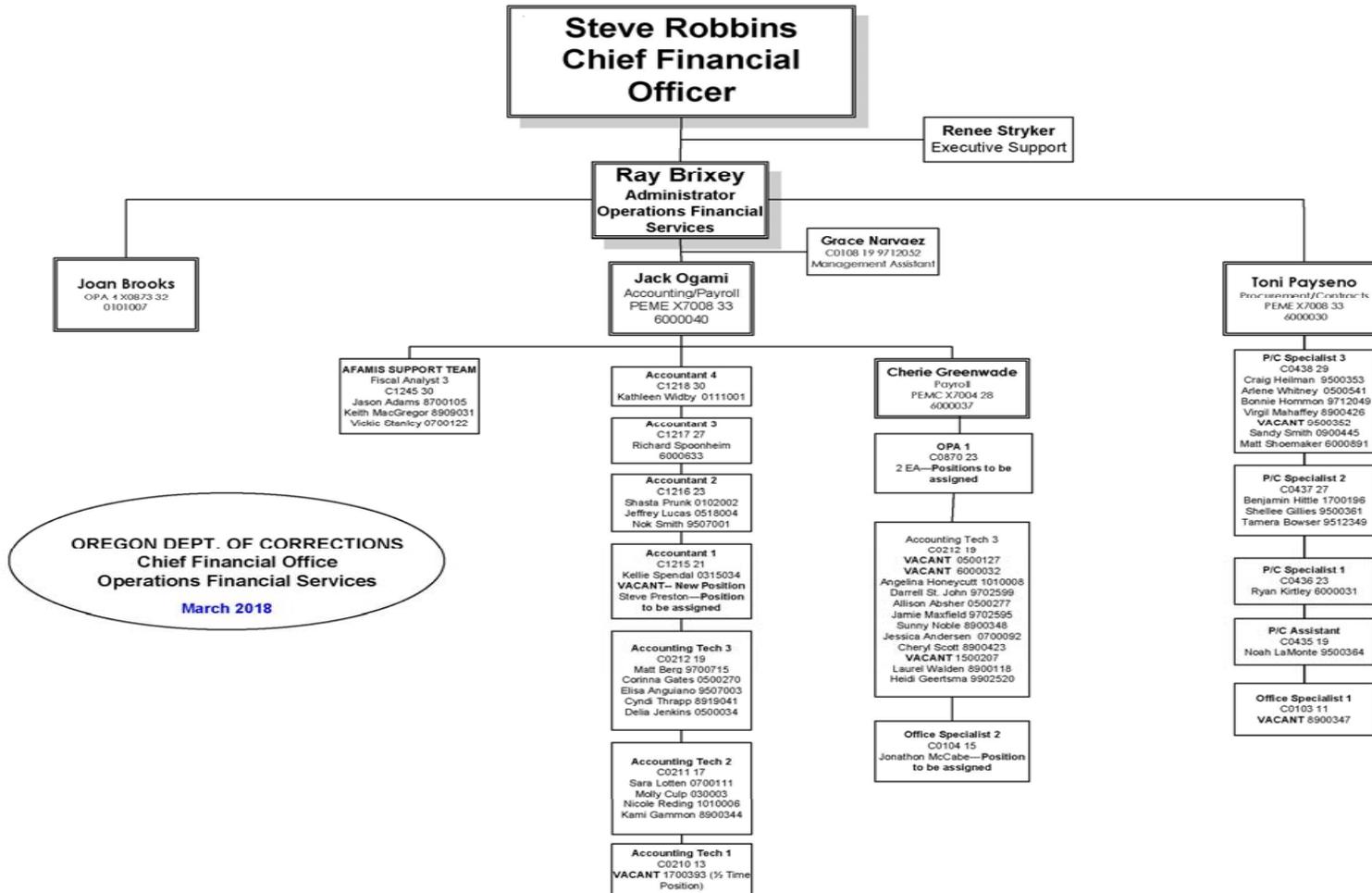
10

- ❑ Regular Visiting
- ❑ Special Children/Family Events
- ❑ Video Visitation
- ❑ Electronic Messaging
- ❑ Phone System with Voicemail
- ❑ Parenting Inside Out Program





# Contracts and Procurement Organization Chart



OREGON DEPT. OF CORRECTIONS  
Chief Financial Office  
Operations Financial Services  
March 2018



# Purchasing Team Workload Breakdown

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Teams	Details
Craig Heilman, Matt Shoemaker	PWPI, FIRE, PEST, DOME, FACILITIES, PDU, TRANSPORT UNIT, CRCI, and SFFC
Bonnie Hommon, Shellee Gillies	INFORMATION TECHNOLOGY, SOFTWARE, ENTERPRISE SERVICE & SUSTAINABILITY PRICE AGREEMENTS (Postal meters, copiers, vending machines, armored car, etc.), SAT TV AND CABLE TV, INMATE PHONES, SCCI, Parole and Probation, and OISC
Arlene Whitney, Ben Hittle	FOOD (equipment, supplies, warehouse), MEDICAL, PHARMACY, HEALTH, CANTEEN, ENTERPRISE GOODS & SERVICES (warehouse inventory goods i.e. toilet paper, janitorial supplies, uniforms etc.), and LEASES. CCCF/CCCM/CCIC, CTRS, MCCF, OSP/OSPM, OSCI, SCI, and WCCF
Tami Bowser, Ryan Kirtley	TRCI, EOCI, PRCF, SRCI, DRCI



# Staff Duties

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- 7 PCS 3's
  - 2 Dedicated to PWPI projects
  - 1 Food Service Purchases
  - 1 software, medical contracts and IT related projects
  - 3 Contracting staff: Provider Services, IWP, Client Services, education, training, A&E and IT projects.
- 3 PCS 2's
  - 1 Food Service back up plus general purchase orders for west institutions
  - 1 general purchase orders and orders for east institutions
  - 1 software purchases
- 1 PCS 1
  - General purchase orders for east side of the state
- 1 PCA
  - provides general support to PCS staff.
- 1 OS1 (vacant)



# Funky Facts

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- ❑ Special rule carve outs for Client Services, Food, Specialty Medications and PWPI projects.
- ❑ Currently have 723 contracts in place
- ❑ 4 Emergency Declarations in the past year: Generator, roof leak, boiler issues and Dome roof/exterior.
- ❑ We have our own set of rules (currently under major revision).
- ❑ Three warehouses stocks commonly used items.
- ❑ Trucks leave Salem on a weekly basis to deliver to all institutions.
- ❑ NIGP award for our PWPI template.



# Questions

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**Toni Payseno, DPO**

**503-378-6060**

**[toni.e.payseno@doc.state.or.us](mailto:toni.e.payseno@doc.state.or.us)**





**LOCATIONS**

#	Name	Street Address	City, St., Zip	Column2	County	Region	LEDS Fax
1	DOME	2575 Center St. NE	Salem, OR 97301	2575 Center St. NE Salem, OR 97301	Marion	3	
2	CDC	3601 State St.	Salem, OR 97301	3601 State St. Salem, OR 97301	Marion	3	
3	Health Service	2757 22nd St. SE	Salem, OR 97302	2757 22nd St. SE Salem, OR 97302	Marion	3	
4	OCE	3691 State St.	Salem, OR 97301	3691 State St. Salem, OR 97301	Marion	3	
5	CCCF	24499 SW Grahams Ferry Rd., Suite U	Wilsonville, OR 97070	24499 SW Grahams Ferry Rd., Suite U Wilsonville, OR 97070	Washington	2	(503) 570-6848
6	CRCI	9111 NE Sunderland Ave.	Portland, OR 97211	9111 NE Sunderland Ave. Portland, OR 97211	Multnomah	2	(503) 280-6644
7	DRCI	3920 East Ashwood Rd.	Madras, OR 97741	3920 East Ashwood Rd. Madras, OR 97741	Jefferson	10	(541) 325-5848
8	EOCI	2500 Westgate	Pendleton, OR 97801	2500 Westgate Pendleton, OR 97801	Umatilla	12	(541) 278-7304
9	MCCF	5465 Turner Rd. SE	Salem, OR 97317	5465 Turner Rd. SE Salem, OR 97317	Marion	3	(503) 378-4228
10	OSCI	3405 Deer Park Dr. SE	Salem, OR 97310	3405 Deer Park Dr. SE Salem, OR 97310	Marion	3	(503) 371-7734
11	OSP	2605 State St.	Salem, OR 97310	2605 State St. Salem, OR 97310	Marion	3	(503) 378-4228
12	OSPM	2809 State St.	Salem, OR 97310	2809 State St. Salem, OR 97310	Marion	3	(503) 378-3737
13	PRCF	3600 - 13th St.	Baker City, OR 97814	3600 - 13th St. Baker City, OR 97814	Baker	13	(541)-523-9572
14	SCI	4005 Aumsville Hwy SE	Salem, OR 97317	4005 Aumsville Hwy SE Salem, OR 97317	Marion	3	(503) 378-3737
15	SCCI	95200 Shutters Landing Lane	North Bend, OR 97459	95200 Shutters Landing Lane North Bend, OR 97459	Coos	7	(541) 756-6888
16	SRCI	777 Stanton Blvd	Ontario, OR 97914	777 Stanton Blvd Ontario, OR 97914	Malheur	14	(541) 881-5483
17	SFFC	48300 Wilson River Hwy	Tillamook, OR 97141	48300 Wilson River Hwy Tillamook, OR 97141	Tillamook	1	(503) 842-7943
18	TRCI	82911 Beach Access Rd	Umatilla, OR 97882	82911 Beach Access Rd Umatilla, OR 97882	Umatilla	12	(541) 922-2180
19	WCCF	20654 Rabbit Hill Rd.	Lakeview, OR 97630	20654 Rabbit Hill Rd. Lakeview, OR 97630	Lake	11	(541) 947-8241
20	Linn County P&P	1117 Jackson St. SE	Albany, OR 97322	1117 Jackson St. SE Albany, OR 97322	Linn	4	(541) 555-1234
21	MH Facility	100 HWY 99	Junction City, OR 97448	100 HWY 99 Junction City, OR 97448	Lane	4	(541) 555-5678
22	DPSST	101 Aumsville HWY	Aumsville, OR 97301	101 Aumsville HWY Aumsville, OR 97301	Marion	3	503-378-9111

**PROJECT MANAGERS**

	Name	PM_Phone	PM_Email	Column1	
1	Mike Clayton	1. Mike Clayton	503-385-7047	Mike.S.Clayton@doc.state.or.us	Mike Clayton
2	Rachael Halstead-Jeffreys	2. Rachael Halstead-Jeffreys	503-934-1039	Rachael.R.Halstead-Jeffreys@doc.state.or.us	Rachael Halstead-Jeffreys
3	Dan Howard	3. Dan Howard	541 922-2036	Dan.L.Howard@doc.state.or.us	Dan Howard
4	Laddie May	4. Laddie May	503-269-0163	Laddie.D.May@doc.state.or.us	Laddie May
5	Paul Stanley	5. Paul Stanley	503-480-6281	Paul.R.Stanley@doc.state.or.us	Paul Stanley
6	Scott Young	6. Scott Young	503 930-4243	Scott.D.Young@doc.state.or.us	Scott Young
7	Matt Shoemaker	7. Matt Shoemaker	503-378-5928	<a href="mailto:matt.m.shoemkaer@doc.state.or.us">matt.m.shoemkaer@doc.state.or.us</a>	Matt Shoemaker
8	Craig Heilman	8. Craig Heilman	503-373-4873	<a href="mailto:craig.l.heilman@doc.state.or.us">craig.l.heilman@doc.state.or.us</a>	Craig Heilman
9	Jackie Reeder	9. Jackie Reeder	(503) 373-7674	<a href="mailto:Jackie.L.Reeder@doc.state.or.us">Jackie.L.Reeder@doc.state.or.us</a>	Jackie Reeder
10					0



**Department of Corrections**  
**Pre-Bid Walkthrough Attendee list for ITB# 291-1828-18**  
**DPSST Test Project**  
**Date: 0-Jan-1900 at 12:00 AM**

Firm Name & Address	Representative:	Telephone No.	E-mail	General	SUB	Supplier







**STATE OF OREGON PUBLIC IMPROVEMENT AGREEMENT  
for DPSST  
Test Project  
Contract Number: #9999**



This Agreement for the DPSST Test Project (the "Agreement"), made by and between the State of Oregon, acting by and through the Department of Corrections, hereinafter called OWNER, and 0 hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained. Unless otherwise defined in the Invitation to Bid or in this Agreement, the capitalized terms used herein are defined in Section A.1 of the State of Oregon General Conditions for Public Improvement Contracts.

**WITNESSETH:**

**1. Contract Price, Contract Documents and Work.**

The CONTRACTOR, in consideration of the sum of \$0.00 (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Invitation to Bid, this Public Improvement Agreement and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

The Contract Price includes the following items:

<b>Base Bid: \$.00;</b>
<b>TOTAL AWARD: \$.00</b>

**2. Representatives.**

#VALUE!

**3. Contract Dates.**

PROJECT START DATE:

SUBSTANTIAL COMPLETION:

FINAL COMPLETION:



**4. Liquidated Damages.**

Failure to complete the project known as DPSST Test Project Test Project by the specified time will result in damage to the State of Oregon. Since actual damage will be difficult to determine, it is agreed that the Contractor shall pay to the State of Oregon, not as a penalty but as liquidated damages, per calendar day, elapsed in excess of the Substantial Completion date stated in Section 3 of this Agreement.

**5. Integration**

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**6. Certification - Non-Discrimination**

Contractor certifies, in accordance with House Bill 3060 (2017 Oregon Laws, chapter 212)(“HB 3060”), that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a "protected class," as that term is defined by subsection 2(1)(b) of HB 3060. As a material term and condition of this Agreement, Contractor must maintain, throughout the duration of this Agreement, a policy and practice that complies with HB 3060, including, but not limited to, giving employees written notice of the Contractor’s policy and

In witness whereof, the STATE OF OREGON, acting by and through the Department of Corrections executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

CONTRACTOR DATA

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S CCB#

\_\_\_\_\_  
EXPIRATION DATE

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Review by Facilities Administrator

\_\_\_\_\_  
DATE

\_\_\_\_\_  
State of Oregon by and through its  
DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
DATE



**STATE OF OREGON  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
PERFORMANCE BOND**



Bond No. \_\_\_\_\_

Solicitation   **291-1828-18**  
Project Name   **DPSST Test Project**

\_\_\_\_\_ (Surety #1)  
\_\_\_\_\_ (Surety #2)\*  
*\* If using multiple sureties*

Bond Amount No. 1: > \_\_\_\_\_  
Bond Amount No. 2: \* > \_\_\_\_\_  
Total Penal Sum of Bond: > \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Administrative Services and the Department of Corrections, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax



**STATE OF OREGON  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
PAYMENT BOND**



Bond No. \_\_\_\_\_

Solicitation **291-1828-18**

Project Name **DPSST Test Project**

\_\_\_\_\_ (Surety #1)

Bond Amount No. 1: > \_\_\_\_\_

\_\_\_\_\_ (Surety #2)\*

Bond Amount No. 2:\* > \_\_\_\_\_

*\* If using multiple sureties*

Total Penal Sum of Bond: > \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Administrative Services and the Department of Corrections, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax



**BUREAU OF LABOR AND INDUSTRIES  
NOTICE OF PUBLIC WORKS**  
(For use by public agencies in complying with ORS 279C.835)

**For Office Use Only:**  
Project DB#: \_\_\_\_\_

**NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.**

**PUBLIC AGENCY INFORMATION:**

Agency Name: OREGON DEPARTMENT OF CORRECTIONS

Agency Division: \_\_\_\_\_ Agency # (if known): 29100

Address: 3601 STATE St., ATTN: FACILITIES BUSINESS MANAGER

City, State, Zip: SALEM, OR 97301

Email Address: Christine.L.Coleman@doc.state.or.us

Agency Representative: CHRISTINE COLEMAN Phone: (503) 378-5932

**SECTION A:** To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See pg 2 for public works projects in which no public agency awards a contract to a contractor.)

**CONTRACT INFORMATION:**

Project Name: DPSST Test Project

Contract Name (if part of larger project): N/A

Project #: 291-1828-18 Contract #: 9999

Project Manager Name: #VALUE! Phone: #N/A Fax: \_\_\_\_\_

Project Location (Street(s), City): 101 Aumsville HWY Aumsville, OR 97301 Project County: Marion

Contract Amount: \$0.00 If under \$50,000, is this contract part of a larger project? (Yes/No) \_\_\_\_\_  
If yes, total project amount: \_\_\_\_\_

Will project use federal funds that require compliance with the Davis-Bacon Act? (Yes/No) NO

Date contract specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): 01/00/00

**OR** If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(6)): \_\_\_\_\_

Date contract awarded: 01/00/00 Date work expected to begin: 01/00/00 Date work expected to be complete: 01/00/00

**PRIME CONTRACTOR INFORMATION:**

Name: 1/0/1900

Address: 1/0/1900

City, State Zip: 1/0/1900 Phone: 0

Construction Contractors Board Registration #: 0

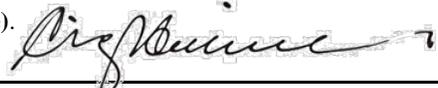
Name of Bonding Company: 0

Address: 0

Agent Name: 0 Phone: 0

Payment Bond #: 0

Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: 

Printed Name: 0 Phone: #VALUE! Date: 01/00/00

Email Address: #N/A



# Oregon

Kate Brown, Governor

## Department of Corrections

Office of Chief Financial Officer  
Fiscal Services Section, Contracts Unit  
3601 State Street, Suite 280E  
Salem, OR 97301-5780

Phone:

FAX: (503) 371-3161

#N/A



1/0/1900

1/0/1900

1/0/1900

1/0/1900

## NOTICE of INTENT to AWARD

### STATE OF OREGON PUBLIC IMPROVEMENT CONTRACT

FOR

### DPSST Test Project

**291-1828-18**

### CONTRACT #9999

is hereby notified of the Oregon Department of Corrections "Intent to Award" a contract for the Test Project at DPSST in accordance with the plans and specifications of the bid.

The award will be in the amount of:

**Base Bid: \$.00;**

**TOTAL AWARD: \$.00**

Complete and submit the documents listed below to the return mailing address on this letter.

1. Performance Bond and Payment Bonds for 100% of the contract total with required signatures and corporate seal of an Oregon licensed Surety Company. Only the attached State of Oregon Bond Forms will be accepted.
2. Insurance required (**including Builder's Risk Installation Floater**) as stated in the State of Oregon Standard General Conditions, Section G.3, provided in the original bid package.
3. Sign and submit 2 copies of the contract attached. A copy of the fully signed contract document will be provided with the Notice to Proceed.

Submit all documents within ten (10) business days after receipt of this letter. Should you anticipate a delay in returning these documents, please notify the Procurement & Contract Specialist identified on this letter. **Work on this project shall not commence until a NOTICE TO PROCEED is issued.**

Sincerely,

Procurement & Contracts Specialist 3



Oregon

Kate Brown, Governor



Department of Corrections

Office of Chief Financial Officer
Fiscal Services Section, Contracts Unit
3601 State Street, Suite 280E
Salem, OR 97301-5780

Phone:

FAX: (503) 371-3161

#N/A

1/0/1900

1/0/1900

1/0/1900

1/0/1900

NOTICE TO PROCEED
STATE OF OREGON PUBLIC IMPROVEMENT CONTRACT
BETWEEN OREGON DEPARTMENT OF CORRECTIONS
AND
1/0/1900
FOR
DPSST Test Project CONTRACT #9999

This "NOTICE TO PROCEED" letter authorizes performance of work in accordance with the terms and conditions of the bid documents. Enclosed is a copy of the fully executed contract agreement in the amount of: \$0.00 .

In accordance with Section H.1.1 of the General Terms and Conditions, Jan 00 1900 is required to carry on the work diligently, without delay and punctually fulfill all requirements herein.

shall commence Work on the site no later than 01/00/1900, unless directed otherwise and complete the work within the contract completion period stated in the contract agreement.

Note: It is unlawful for the Department of Corrections to pay for trade services which are rendered outside of an approved contract. The Department of Corrections will not make payments to any contractor who provides services without a fully signed and approved contract, or for services which exceed the scope and/or time limit for delivery of approved services. If at any time during the term of this contract you anticipate you will be unable to complete the work as described in the scope of work section within the stated time period, immediately contact the designated contract representative.

E-mail the schedule of values to:

DEPARTMENT OF CORRECTIONS
FACILITIES DIVISION
ATTN: Ms. Chris Coleman
3601 State Street
SALEM, OR. 97301

Invoices shall contain the following certification:

"I, the undersigned, hereby certify that the above charge on Contract No. \_\_\_\_\_ is true and correct and that payment has not been received.

Signed \_\_\_\_\_"

#N/A

Sincerely,

[Handwritten signature]

Procurement & Contracts Specialist 3

## Contract Award Data

Contractor Name: 1/0/1900

Project Name: DPSST Test Project

Contract #: 9999

Contract Amount: \$0.00

Cost Center/ OBJ.SUB: 0

NTP Date: 1/0/1900

Completion Date: (0-Jan-1900)

Project Manager: #N/A

## FOR CHANGE ORDERS ONLY

Change Order #  Date:

Change  
Amount:

Contract End  
Date Change:

---

Change Order #  Date:

Change  
Amount:

Contract End  
Date Change:

---

Change Order #  Date:

Change  
Amount:

# State of Oregon

## Invitation to Bid

**BID: #291-1828-18**

**PROJECT NAME: DPSST Test Project**



**CLOSING: 01/00/1900 at 12:00:00 AM (PST)**

## Attachment A

### Bidding Requirements & Instructions

### For Public Improvement and Public Works Projects

[DOC Public Improvement ITB Template: AGENCY NOTE: Effective 2/6/14, this ITB template has been reviewed by DOJ and is approved for use under the DOC class exemption from legal sufficiency review for competitively bid public improvement

contracts under \$3,000,000.

**ITB PURPOSE:**

The purpose of the ITB is to establish a Contract for project: Test Project at DPSST, 101 Aumsville HWY Aumsville, OR 97301, for the benefit of Department of Corrections.

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction Work in connection with the project described in the Contract Documents."

<b>MANDATORY PRE-BID CONFERENCE:</b>
A mandatory pre-bid conference will be held on 01/00/1900 at 12:00 AM , located at DPSST, 101 Aumsville HWY Aumsville, OR 97301
<b>Notice:</b> Due to the secure nature of this institution a security check is required for all planning to attend the mandatory Pre-Bid Conference. Attendees will be required to provide clearance information including his or her full name, date of birth and Oregon Driver's License number. Photo identification will also be required for entry.
<b>No blue denim trousers, blue shirt or camouflage clothing of <u>any type</u> is allowed. Clothing with written messages, photographs or pictures and clothing that exposes the midriff, thighs, bare back or revealing neckline are not permitted (clothing with a small manufactured logo is acceptable).</b>
<b>#N/A</b>
Any statements made at this conference will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued from the State Procurement Office and advertised on the ORPIN System.
<b>BIDDERS OR THEIR REPRESENTATIVE ARE REQUIRED TO ATTEND THIS MANDATORY PRE-BID CONFERENCE. BIDS WILL ONLY BE EVALUATED FROM BIDDERS OR THEIR REPRESENTATIVE WHO REGISTERED AND ATTENDED THE MANDATORY PRE-BID CONFERENCE, AND ALL OTHER BIDS WILL BE CONSIDERED NON-RESPONSIVE.</b>

**PROJECT ESTIMATE:**

The following range is a project estimate for bonding purposes:

\$0.00

**PROJECT COMPLETION DATES:**

<b>Project Start Date:</b>	<b>1/0/1900</b>
<b>Substantial Completion:</b>	<b>1/0/1900</b>
<b>Final Completion:</b>	<b>1/0/1900</b>

**LIQUIDATED DAMAGES:**

Liquidated damages of \$.00 will apply to the contract resulting from this ITB. (See Exhibit 5 for detailed information)

## SECTION A – TABLE CONTENTS

SECTION A	TABLE OF CONTENTS
SECTION B	DEFINITIONS
SECTION C	GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS
SECTION D	BID SECURITY REQUIREMENTS
SECTION E	PREVAILING WAGE RATES (BOLI REQUIREMENTS)
SECTION F	FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM
SECTION G	CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS; ASBESTOS ABATEMENT LICENSING REQUIREMENTS; AND JOINT VENTURE - PARTNERSHIP REQUIREMENTS
SECTION H	ADDENDA ACKNOWLEDGMENT
SECTION I	RESPONSIBILITY INQUIRY / CONTRACTOR REFERENCES
SECTION J	Recycled Products
SECTION K	Residency INFORMATION
SECTION L	CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION M	CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS:
SECTION N	CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION
SECTION O	SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE
EXHIBIT 1	PRICING SUBMITTAL FORM
EXHIBIT 2	BID SECURITY FORM
EXHIBIT 3	PERFORMANCE BOND FORM
EXHIBIT 4	PAYMENT BOND FORM
EXHIBIT 5	SAMPLE PUBLIC IMPROVEMENT AGREEMENT FORM
EXHIBIT 6	GENERAL CONDITIONS
EXHIBIT 7	SUPPLEMENTAL GENERAL CONDITIONS
ATTACHMENT B	SPECIFICATIONS
ATTACHMENT C	PLANS
ATTACHMENT D	SECURITY FORM (LEDS)

## SECTION B – DEFINITIONS

- B.1 DEFINITIONS: Together with the Definitions found in Section A.1 of the General Conditions, the following definitions apply to this ITB and the resulting Contract.
- B.1.1 "Addendum" means an addition or deletion to, a material change in, or clarification of, the ITB. Each Addendum shall be labeled as such and shall be made available to all interested Offerors in accordance with OAR 137-049-0250(2). The plural form of "Addendum" is "Addenda."
- B.1.2 "Agency" means the Department of Corrections.
- B.1.3 "Bid" means the Offeror's written offer submitted in response to the ITB, including all necessary attachments and information required to be submitted prior to award. Bid also means "Offer".
- B.1.4 "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB. Bidder also means "Offeror".
- B.1.5 "Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.
- B.1.6 "DOC" means the Oregon Department of Corrections, acting through the DOC Purchasing Section.
- B.1.7 "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.
- B.1.8 "Opening" means the date/time set to read the Bid submittals.
- B.1.9 "Oregon Procurement Information Network" or "ORPIN" means the on-line electronic Oregon Automated Procurement System administered by the State Procurement Office. The ORPIN System website is located at: <http://orpin.oregon.gov/open.dll/welcome>
- B.1.10 "Plan Center" means organizations and business locations where Bidders may view, download or purchase copies of all documents relating to the ITB.
- B.1.11 "State" means the State of Oregon.
- B.1.12 "DOC web site" means the current Department of Corrections web site at: [http://www.oregon.gov/DOC/GENSVC/CONTRC/bid\\_opportunities.shtml](http://www.oregon.gov/DOC/GENSVC/CONTRC/bid_opportunities.shtml)

**SECTION C - GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS**

**C.1 GENERAL INFORMATION**

**C.1.0 MANDATORY PRE-BID CONFERENCE:**

C.1.0.1 A mandatory pre-bid conference will be held on 01/00/1900 at 12:00:00 AM , located at DPSST, 101 Aumsville HWY Aumsville, OR 97301 Late arrivals are not allowed to attend the pre-bid conference.

**Notice.** Due to the secure nature of this institution a security check is required for all planning to attend the mandatory Pre-Bid Conference. Attendees will be required to provide clearance information including his or her full name, date of birth and Oregon Driver's License number. Photo identification will also be required for entry.

**No blue denim trousers, blue shirt or camouflage clothing of any type is allowed. Clothing with written messages, photographs or pictures and clothing that exposes the midriff, thighs, bare back or revealing neckline are not permitted (clothing with a small manufactured logo is acceptable).**

#N/A

C.1.0.2 Any statements made at this conference will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued from the State Procurement Office and advertised on the ORPIN System.

BIDDERS OR THEIR REPRESENTATIVE ARE REQUIRED TO ATTEND THIS MANDATORY PRE-BID CONFERENCE. BIDS WILL ONLY BE EVALUATED FROM BIDDERS OR THEIR REPRESENTATIVE WHO REGISTERED AND ATTENDED THE MANDATORY PRE-BID CONFERENCE, AND ALL OTHER BIDS WILL BE CONSIDERED NON-RESPONSIVE.

**C.1.1 POINT(S) OF CONTACT:**

C.1.1.1 The single contact point for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and/or any other issues that may arise, is:

#N/A

C.1.1.2 The contact point for requests for brand approval, or substitution requests is

#N/A

**C.1.2 ENGINEER AND CONSULTANT INFORMATION:**

The following is a list of any engineers or consultants used on this project. This list is for informational purposes only. Offerors are prohibited from contacting these engineers and consultants during the solicitation process, unless otherwise authorized in this ITB.

N/A

**C.1.3 INVITATION TO BID DOCUMENT AVAILABILITY:**

C.1.3.1 ITBs, ADDENDUM OR ADDENDAS AND ATTACHMENTS: ITBs, including all Addenda and most attachments, are posted on ORPIN and on the DOC web site at: [http://www.oregon.gov/DOC/GENSVC/CONTRC/bid\\_opportunities.shtml](http://www.oregon.gov/DOC/GENSVC/CONTRC/bid_opportunities.shtml) as part of the solicitation document and will not be mailed to prospective Offerors. Offerors without access to ORPIN may download copies at a Plan Center.

C.1.3.2 ATTACHMENTS: Some exhibits and attachments cannot be viewed or downloaded through ORPIN. In these cases, the solicitation will include instructions on how to obtain these documents.

C.1.3.3 HARD COPY DOCUMENT FEES & DELIVERY: Contact Willamette Printing & Blueprint, 3461 NW Yeon Ave., Portland, OR 97210, Phone # (503) 223-5011, Fax # (503) 222-6526 in order to obtain copies of the procurement documents.

C.1.3.4 ADDENDA: Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Offerors should consult ORPIN and the DOC web site regularly until Closing to avoid missing any Addenda.

**C.1.4 SUPPLIERS LIST:**

To be listed on the suppliers list, interested parties must be registered on ORPIN. Suppliers can register in ORPIN at: [orpin.oregon.gov](http://orpin.oregon.gov)

Interested parties who download ITB documents from ORPIN will automatically be added to the suppliers list. Interested parties who obtain the ITB documents from other means may add themselves to the suppliers list in ORPIN. Interested parties who have entered their company on ORPIN are responsible for making sure information is correct and accurate. The State of Oregon assumes no responsibility for the content of the interested parties' information shown on ORPIN.

**C.1.5 PLAN CENTERS:**

The ITB document, Plans, Specifications, and any other solicitation documents may be examined at the Department of Corrections, Purchasing Section, 3601 State Street, Suite 280, Salem, OR 97301-5780 or at a Plan Center noted below:

**REGIONS 1 & 2**

Daily Journal of Commerce Plan Center, 921 SW Washington St., Ste. 210 Portland OR 97205  
Eugene Builder's Exchange, 2460 W 11th Street Eugene, OR 97402  
McGraw Hill Construction Dodge, 3461 NW Yeon, Portland, OR 97210  
OAME, 4134 N. Vancouver Ave Portland, OR 97217  
Oregon Contractor Plan Center, 14625 SE 82nd Dr., Clackamas, OR 97015  
Salem Contractors Exchange, 2256 Judson Street SE, Salem, OR 97302  
Willamette Valley Bid Center 32054 Old Hwy 34, PO Box 440 Tangent, Or. 97389

**OR - REGION 3**

Bay Area Plan Exchange, 2744 Woodland Dr., PO Box 122, Coos Bay, OR 97420  
Daily Journal of Commerce Plan Center, 921 SW Washington St., Ste. 210 Portland OR 97205  
Douglas County Plan Center, 3076 NE Diamond Lake Blvd, Roseburg, OR 97470  
Eugene Builder's Exchange, 2460 W 11th Street Eugene, OR 97402  
OAME, 4134 N. Vancouver Ave Portland, OR 97217  
Klamath Builders Exchange, 724 Main St., Rm. 214, Klamath Falls, OR 97601  
McGraw Hill Construction Dodge, 3461 NW Yeon, Portland, OR 97210  
Medford Builder's Exchange, 701 E. Jackson St., Medford, OR 97504  
Oregon Contractor Plan Center, 14625 SE 82nd Dr., Clackamas, OR 97015  
Salem Contractors Exchange, 2256 Judson Street SE, Salem, OR 97302  
Willamette Valley Bid Center 32054 Old Hwy 34, PO Box 440 Tangent, Or. 97389

**OR - REGION 4**

Central Oregon Builders Exchange, 1902 NE 4th St. Bend, OR. 97701  
Daily Journal of Commerce Plan Center, 921 SW Washington St., Ste. 210 Portland OR 97205  
Douglas County Plan Center, 3076 NE Diamond Lake Blvd, Roseburg, OR 97470  
Eugene Builder's Exchange, 2460 W 11th Street Eugene, OR 97402  
OAME, 4134 N. Vancouver Ave Portland, OR 97217  
Klamath Builders Exchange, 724 Main St., Rm. 214, Klamath Falls, OR 97601  
McGraw Hill Construction Dodge, 3461 NW Yeon, Portland, OR 97210  
Medford Builder's Exchange, 701 E. Jackson St., Medford, OR 97504  
Oregon Contractor Plan Center, 14625 SE 82nd Dr., Clackamas, OR 97015  
Salem Contractors Exchange, 2256 Judson St SE, Salem, OR 97302  
Willamette Valley Home Bid Center 32054 Old Hwy 34, PO Box 440 Tangent, Or. 97389

**OR - REGION 5**

Baker County Chamber & Visitors Center, 490 Campbell St., Baker City, OR 97814  
Central Oregon Builders Exchange, 1902 NE 4th St. Bend, OR. 97701  
Daily Journal of Commerce Plan Center, 921 SW Washington St., Ste. 210 Portland OR 97205  
Eugene Builder's Exchange, 2460 W 11th Street Eugene, OR 97402  
Hermiston Plan Center, 1565 N. 1<sup>st</sup> Street, Suite 8A, Hermiston, OR 97838  
La Grande-Union County Chamber of Commerce, Plan Review Center, 102 Elm St., La Grande, OR 97850  
McGraw Hill Construction Dodge, 3461 NW Yeon, Portland, OR 97210  
OAME, 4134 N. Vancouver Ave Portland, OR 97217  
Oregon Contractor Plan Center, 14625 E 82nd Dr. 212, Clackamas, OR 97015  
Walla Walla Blue Mountain Plan Center, P.O. Box 644, Walla Walla, WA 99362  
Wallowa Resources, PO Box 274, 114 NW 1St, Enterprise, OR. 97828

NOTE: OFFERORS WHO OBTAIN ITB DOCUMENTS, PLANS AND/OR SPECIFICATIONS FROM PLAN CENTERS WILL NOT APPEAR ON THE SUPPLIERS LIST. See Section C.1.4.



C.1.6 **TRADE SECRETS:**

Any information Offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Offerors are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Offerors that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

C.1.7 **SOLICITATION LAW AND RULES AND GENERAL CONDITIONS:**

This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contract Rules). The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

- C.1.7.1 OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: <http://www.leg.state.or.us/ors/home.html>
- C.1.7.2 OREGON DEPARTMENT OF JUSTICE ADMINISTRATIVE RULES - (OAR Chapter 137, Divisions 046 and 049) - Can be obtained from the Department of Justice, 100 Justice Building, 1162 Court Street NE, Salem, OR 97301-4096, Phone (503) 378-2992 (ext. 325) or on line at: <http://arcweb.sos.state.or.us/banners/rules.htm>
- C.1.7.3 In addition to the foregoing, this solicitation and the Contract are governed by the STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS, "General Conditions" which are incorporated herein by reference. See Exhibit 6.

C.1.8 **BRAND NAME USAGE:**

- C.1.8.1 BRAND NAME: Any brand name listed in the specifications without an "or equal" "or approved equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the brand named is not mandated pursuant to a brand name exemption.
- C.1.8.2 BRAND NAME "OR EQUAL": Any brand name listed in the specifications with an "or equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.  
  
The Owner's Authorized Representative shall determine, in its sole discretion, whether a product offered is "or equal".
- C.1.8.3 BRAND NAME "OR APPROVED EQUAL": Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the product has been pre-approved in writing **during the bidding process** detailed in Section C.2, and the brand named is not mandated pursuant to a brand name exemption.

DOC shall determine, in its sole discretion, whether a product offered is "or approved equal".

**C.2 SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME / PRODUCT SUBSTITUTION**

C.2.1 PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for approval of an "or approved equal" or an "or approved equivalent"; (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications or Plans; and (d) formal submittal of protests of contractual terms or Specifications or Plans. Any Bid response that includes non-approved alternate product brands where approval is required, or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.2.2 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Envelopes or faxes containing requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests shall be marked as follows:

Bid Request for: DPSST, Test Project

Brand Approval/Request for Substitution/Request for Clarification/Request Change/Protest

ITB Number 291-1828-18

Q&A Date and Time: 01/00/1900 at 12:00:00 AM (PST)

and must be received by the appropriate point of contact as identified in Section C.1.1 by no later than 12:00 AM (PST) on 01/00/1900. Unless this specific deadline is extended by subsequent Addenda, no requests for brand approval, requests for substitution, requests for clarification, requests for change or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

C.2.3 REQUEST FOR APPROVAL OF AN "OR APPROVED EQUAL" OR AN "OR APPROVED EQUIVALENT": Pursuant to Section C.1.8.3, Offerors shall provide that product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation.

Requests shall be made in writing and be submitted to the name of the point of contact under C.1.1.2 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.2.2.

- Requests shall provide all the information necessary for the State to determine product acceptability.
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent.
- Any product subsequently approved for substitution shall be listed on an Addendum or Addenda issued by DOC and posted on ORPIN.

C.2.4 REQUEST FOR CLARIFICATION: Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for clarification must be received by DOC by the deadline specified in Section C.2.2.

C.2.5 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Offeror may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for changes must be received by DOC by the deadline specified in Section C.2.2. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

C.2.6 PROTEST OF CONTRACTUAL TERMS, PLANS, OR SPECIFICATIONS: Any Offeror who believes contractual terms, Plans, or Specification(s) are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in Section C.1.1.1. To be considered, the protest must be received by DOC by the deadline specified in Section C.2.2. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes.

C.2.7 RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, or included in an Addendum as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that DOC determines should be handled by formally amending the ITB, DOC will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."

C.2.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE AND PROTESTS: DOC shall promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, DOC will issue ITB revisions via Addenda posted on ORPIN and on the DOC web site. DOC may also informally respond to Offeror questions.

HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PLANS, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY DOC AND POSTED ON THE ORPIN SYSTEM.

**C.3 PROTEST OF ADDENDA**

Requests for clarification, requests for change, and protests of Addenda must be received by the time and date specified in the Addendum or they will not be considered. DOC will not consider requests or protests of matters not added or modified by the Addendum.

**C.4 OFFER FORMAT**

C.4.1 SIGNATURE IN INK REQUIRED: All Offer documents requiring signature must be signed in ink by an authorized representative of the Offeror.

C.4.2 IN WRITING: Offers and pricing information shall be prepared by typewriter, ink or by computer, but must be signed in ink by an authorized representative of the Offeror. No oral, telegraphic, telephone, e-mail or facsimile Bids will be accepted.

C.4.3 FORMS TO BE USED: Required information shall be submitted on the forms specified in the ITB. Any information Offeror submits that is not required to be included on forms prescribed by DOC shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

C.4.4 INFORMATION TO BE SUBMITTED WITH THE OFFER: The items listed below in this section shall be submitted or the Offer shall be found to be non-responsive.

*The following shall be submitted prior to Closing:*

- Pricing Submittal Section, Exhibit 1;
- Bid Security Requirements, Section D;
- Construction Contractors Board (CCB) Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture - Partnership Declaration, Section G;
- Addendum or Addenda Acknowledgement; Section H;
- Responsibility Inquiry & Contractor References; ESB Utilization, Section I;
- Residency Information, Section K;
- Signature of Bidder's Duly Authorized Representative, Section N;
- Addenda (If required)

*The following shall be submitted either with the Bid submission or within two (2) working hours after the*

- First Tier Subcontractor Disclosure Form, Section F;

C.4.5 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Offer submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Offer. Offers, once submitted, may be modified in writing before Closing. Modifications made after Offer submission shall be prepared on Offeror's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Offer. Failure to comply with the provisions of this paragraph of Section C.4.5 will result in Bid rejection.

C.4.5.1 Nothing in Section C.4.5 shall be construed as allowing the Offeror to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, or the Specifications or Plans attached to the Bid documents.

C.4.5.2 Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification  
ITB Number  
Closing Date  
Closing Time

C.4.5.3 Offerors may not modify Offers after Closing.

**C.5 OFFER SUBMISSION**

- C.5.1 NUMBER OF COPIES; SIGNATURE REQUIRED: Offerors shall submit a total of 1 copy of the Offer. At least one Offer submitted by Offeror must bear an original signature. Failure to submit an Offer bearing an original signature will result in rejection of the Bid.
- C.5.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

ITB Number: 291-1828-18  
Closing: 01/00/1900 at 12:00 AM (PST)  
OREGON DEPARTMENT OF CORRECTIONS  
Purchasing Section  
3601 State Street, Suite 280 (enter @ 37<sup>th</sup> & Amber)  
SALEM, OR 97301-5780

DOC shall not be responsible for the proper handling of any Offer not properly identified, marked and submitted in a timely manner.

**C.6 OFFER WITHDRAWALS PRIOR TO CLOSING**

- C.6.1 IN WRITING: Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by DOC prior to Closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number.
- C.6.2 IN PERSON: Offers may also be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required.

**C.7 CLOSING & OPENING / FIRST TIER SUBMITTAL**

- C.7.1 CLOSING: Offers must be received and date/time stamped by the State of Oregon, Department of Corrections, Purchasing Section 3601 State Street, Suite 280, Salem, Oregon 97301-5780 prior to the Closing date/time. Offers will not be accepted after the Closing date/time as stated on page one (1) of this ITB or as may be extended by any subsequently issued Addendum or Addenda. Facsimile Offers will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the Offer as non-responsive.

Offers will be publicly opened and read at the Opening at the Closing date/time specified on page one (1) of the ITB, at the Department of Corrections, Purchasing Section, 3601 State Street, Suite 280, Salem, Oregon. To the extent practicable, the name of each Offeror, the Offer prices, and such other information as the Department of Corrections considers appropriate will be read at the Opening. It is optional for Offerors to attend the Opening. Award decisions will not be made at the Opening. Bids received after the date/time for Closing will not be considered for award.

- C.7.2 FIRST TIER SUBCONTRACTOR DISCLOSURE FORM: First tier subcontractor disclosure forms must be returned within two working hours after the Closing, at the office of the DOC Purchasing Section, at 3601 State Street, Suite 280, Salem, Oregon. Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.
- C.7.3 BIDDER QUALIFICATIONS. If requested by Agency after Bid opening, notified Bidders shall submit the additional information as provided in Attachment B, Specifications, Section XXXX within two business days of Agency's request, to assist Agency in its determination of Bidder responsibility. Failure to submit this information by the established deadline will be grounds for rejection of the Bid as non-responsive.

**C.8 PRELIMINARY BID RESULTS**

Prior to the Intent to Award Announcement, DOC may post preliminary bid results on ORPIN or the DOC web site. Such postings may not be correct and are not final.

**C.9 TIME FOR OFFER ACCEPTANCE**

An Offeror's Offer is a firm Offer, irrevocable, valid and binding on the Offeror for not less than **Thirty (30) calendar days from the Closing date.**

**C.10 EXTENSION OF TIME FOR OFFER ACCEPTANCE**

DOC may request, orally or in writing, that Offerors extend, in writing, the time during which DOC may consider their Offers. If an Offeror agrees to such extension, the Offer shall continue as a firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

**C.11 METHOD OF AWARD**

The responsiveness and responsibility of Offerors and of their proposed Subcontractors will be considered in making the award.

**C.11.1**

**METHOD OF AWARD:** Award will be made to the responsive and responsible Bidder submitting the lowest total for the BASE BID and ALTERNATES selected for award. The State reserves the right to award any or all ALTERNATES listed, and to reject all Bids.

**C.12 SUBSTANTIAL COMPLIANCE REQUIRED**

Offers not in substantial compliance with ITB requirements cannot be considered, and cannot be supplemented by submissions delivered after Closing. However, DOC may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

**C.13 OFFER EVALUATION CRITERIA**

Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified. (Refer to OAR 137-049-0390). Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

**C.13.1 RESPONSIVENESS:** To be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, DOC may waive minor informalities and irregularities.

**C.13.2 RESPONSIBILITY:** Prior to award of a Contract, DOC will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in OAR 137-049-0390. In doing so, DOC may investigate Offeror and request information in addition to that already required in the ITB, when DOC, in its sole discretion, considers it necessary or advisable.

**C.13.3 OREGON PREFERENCE:** Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness and quality are equal; and, solely for the purpose of evaluating Bids, DOC will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Offeror is from a state that grants a ten (10) percent preference to local Offerors, DOC will add ten (10) percent to that Offeror's Offer price. (OAR 137-046-0300, 137-046-0310 and 137-049-0390).

**C.14 PROCESSING OF BIDS**

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice of intent to award, or otherwise), shall operate as a representation by DOC that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

**C.15 WITHDRAWAL BY DOC OF BID ITEMS PRIOR TO AWARD**

DOC reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

**C.16 REJECTION OF OFFERS**

**C.16.1 REJECTION OF ALL OFFERS:** DOC may reject all Offers for good cause upon its finding that it is in the public interest to do so.

**C.16.2 REJECTION OF PARTICULAR OFFERS:** DOC may reject a particular Offer for any of the reasons listed under OAR

**C.17 INTENT-TO-AWARD ANNOUNCEMENT**

DOC reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on ORPIN, on the DOC website, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that DOC intends to make an award.

**C.18 PROTEST OF INTENT TO AWARD**

Adversely-affected or aggrieved Offerors shall have 7 calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

C.18.1 In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the Contract as the lowest responsible and responsive Offeror and that any and all lower Offerors are ineligible to receive Contract award.

C.18.2 An actual Offeror who is adversely affected or aggrieved by the award of the Contract to another Offeror may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

**C.19 RESPONSE TO INTENT-TO-AWARD PROTESTS**

DOC will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. DOC may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by DOC is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

**C.20 AWARD**

After expiration of the 7 calendar-day intent-to-award protest period, and resolution of all protests, DOC will proceed with final award. (If DOC receives only one Bid, DOC may dispense with the intent-to-award protest period and proceed with award of a Contract.)

**C.21 COMMENCEMENT OF WORK**

Contractor shall not commence Work under the Contract until the Notice to Proceed has been issued.

**C.22 REVIEW OF AWARDED BID FILES**

Awarded Bid files are public records and available for review at the DOC office by appointment during regular business hours (Monday through Friday).

**C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR**

C.23.1 **INSURANCE:** The apparent successful Offeror shall provide all required proofs of insurance to DOC within **10 calendar days of notification of intent to award**. Failure to present the required documents within the 10 calendar-day period may result in Offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section G.3 of the General Conditions and the Supplemental General Conditions in Exhibit 7 prior to Offer submission.

Offerors must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to State that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by DOC. DOC's approval will be based on its assessment of the nonadmitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

- C.23.2 PERFORMANCE BOND and PAYMENT BOND: The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of the State of Oregon, to ensure faithful performance of the Contract and payment for services and goods.

**NOTE: THE DOC PROVIDED PERFORMANCE AND PAYMENT BONDS ARE THE ONLY FORMS APPROVED AND REQUIRED TO BE USED FOR THIS ITB.**

The State of Oregon Performance Bond and Payment Bond form are Exhibits 3 & 4, respectively.

The apparent successful Offeror shall provide all required bonding to the Department of Corrections, Purchasing Section (DOC) within **10 calendar days of notification of award**. Failure to present the required documents within **10 calendar days** may be grounds for award disqualification.

- C.23.3 JOINT VENTURE/PARTNERSHIP INFORMATION: The apparent successful Offeror, if a Joint Venture/Partnership, shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

**SECTION D - BID SECURITY REQUIREMENTS**

Each Offer shall be accompanied by a certified or cashier's check, irrevocable letter of credit (Bank), or Bid Bond, payable to the Department of Corrections (DOC) in an amount equal to ten percent (10%) of the total amount of the Offer.

Bid Security shall be furnished to the Department of Corrections as security against the failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award.

If the undersigned fails to (1) execute the Contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within **10 calendar days** of the written notification of intent to award a Contract, then the DOC may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

The State of Oregon Bid Bond form is Exhibit 2.

**SECTION E – PREVAILING WAGE RATES (BOLI REQUIREMENTS)**

- E.1 The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.
- E.2 This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

Prevailing Wage Rates for Public Works Contracts in Oregon issued January-01, 2018

Prevailing Wage Rates Apprenticeship Rates issued January-01, 2018

These BOLI wage rates are available on line at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

- E.3 **The Work will take place in Marion County, Region 3**

AREA RESERVED – NO FEDERAL FUNDING USED IN THIS PROJECT

**SECTION F – FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM**

(1) Pursuant to ORS 279C.370 and OAR 137-049-0360, Offerors are required to disclose information about certain first-tier subcontractors when DOC estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "**NONE**" on the Disclosure Form.

DOC MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

(2) An Offeror shall submit the disclosure form required by OAR 137-049-0360 either in its Offer submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) The DOC shall obtain, and make available for public inspection, the disclosure forms required by OAR 137-049-0360. The DOC shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The DOC is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: DPSST Test Project

BID: #291-1828-18      CLOSING: 01/00/1900 at 12:00:00 AM (PST)

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date or within two working hours after the advertised Closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "**NONE**" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_

**SECTION G – CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE**

**G.1 CCB REQUIREMENTS**

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

**CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.:** \_\_\_\_\_

**EXPIRATION DATE OF CCB NO.:** \_\_\_\_\_

**G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS**

#VALUE!

**G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE**

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

**NO:** \_\_\_\_\_ **YES:** \_\_\_\_\_

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

**Name:** \_\_\_\_\_

**SECTION H - ADDENDUM OR ADDENDA ACKNOWLEDGEMENT**

(1) DOC reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the Closing time and date. Addenda will be advertised on the ORPIN System. DOC is not responsible for an Offeror's failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by DOC and upon issuance are incorporated into the Invitation to Bid or the resulting Contract. If required by the Addendum, Bidders shall sign and return the Addendum prior to the Closing time/date.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

(a) If any Addendum or Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addendum or Addenda, and has completed the blanks below identifying all Addendum or Addenda issued, and acknowledging and agreeing to the terms of all such Addendum or Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

**ADDENDUM OR ADDENDA:**                      No.                      to                      No.                      inclusive

\_\_\_\_\_

(b) IN ADDITION to completing the blanks above to identify all Addendum or Addenda, if any, issued under this ITB, Offeror shall sign and return any Addendum or Addenda that states that it must be signed and returned.

**SECTION I – RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES & ESB UTILIZATION**

The State reserves the right, pursuant to OAR 137-049-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror’s responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the State to obtain any information the State deems necessary to conduct the evaluation. The State shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The State may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility, as required under OAR 137-049-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under OAR 137-049-0440.

**1. OFFERORS INFORMATION**

Business Name: \_\_\_\_\_

Owner(s) Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE**

Offeror shall provide a list of three different project references with their Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use the Offeror’s form. The list of three different project references shall include the following information.

***Project Reference #1***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Fax number for Contact Person #1: \_\_\_\_\_

Firm Name for Contact Person #2: \_\_\_\_\_

Name of Contact Person #2: \_\_\_\_\_

Telephone Number for Contact Person #2: \_\_\_\_\_

Fax number for Contact Person #2: \_\_\_\_\_

**Project Reference #2**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Fax number for Contact Person #1: \_\_\_\_\_

Firm Name for Contact Person #2: \_\_\_\_\_

Name of Contact Person #2: \_\_\_\_\_

Telephone Number for Contact Person #2: \_\_\_\_\_

Fax number for Contact Person #2: \_\_\_\_\_

**Project Reference #3**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Fax number for Contact Person #1: \_\_\_\_\_

Firm Name for Contact Person #2: \_\_\_\_\_

Name of Contact Person #2: \_\_\_\_\_

Telephone Number for Contact Person #2: \_\_\_\_\_

Fax number for Contact Person #2: \_\_\_\_\_

The references will be checked to determine if they are supportive of the Offeror’s ability to meet the requirements of this ITB.

Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

The State reserves the right to choose and investigate any reference whether or not furnished by the Offeror, and to investigate past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

The State may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. The State may reject a bid if, the opinion of the State, overall reference responses indicate inadequate performance.

The State will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

Contractor’s supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and submit with the bid, references for three projects that were performed within the last three (3) years.

References provided for the Contractor’s supervisor may be the same three (3) references that are provided for the Contractor.



FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

#### **SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

#### **SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS**

(1) Pursuant to OAR 137-049-200(1)(b)(B), the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- (a) A written employee drug testing policy,
- (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each Subcontractor providing labor for the Project to:

- (a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- (b) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

#### **SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature in Section O, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is: (a) a minority, women or emerging small business enterprise certified under ORS 200.055; or (b) a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

**SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE**

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addendum or Addenda, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The State shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- (5) The State shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- (9) Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



**EXHIBIT 1**  
**PRICING SUBMITTAL FORM**  
OREGON DEPARTMENT OF CORRECTIONS BID FORM  
PROJECT NAME: DPSST Test Project; BID: #291-1828-18



**PRICING SUBMITTAL INSTRUCTIONS:**

Offerors shall enter pricing and other required information for all Bid Items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by Addendum, Offerors shall use the Addendum form to provide pricing and other required information. If the Pricing Submittal Form is only modified by Addendum, Offerors shall follow the instructions in the Addendum for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in Bid rejection as non-responsive.

*BASE BID and ALTERNATES: To include all work described in the ITB, Plans, Specifications and any issued Addenda.*

BASE BID Lump Sum: \$ \_\_\_\_\_

BIDDER NAME: \_\_\_\_\_



# EXHIBIT 2

## STATE OF OREGON STANDARD PUBLIC IMPROVEMENT CONTRACT BID BOND



We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the State of Oregon ("Obligee") the sum of (\$ \_\_\_\_\_)

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 291-1828-18) for the project identified as:

**PROJECT NAME: DPSST Test Project**

which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**SURETY:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

BY ATTORNEY-IN-FACT: \_\_\_\_\_

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax



### EXHIBIT 3

#### STATE OF OREGON STANDARD PUBLIC IMPROVEMENT CONTRACT PERFORMANCE BOND



Bond No. \_\_\_\_\_

Solicitation **291-1828-18**

Project Name **DPSST Test Project**

\_\_\_\_\_ (Surety #1)  
\_\_\_\_\_ (Surety #2)\*

Bond Amount No. 1: \$ \_\_\_\_\_

Bond Amount No. 2:\* \$ \_\_\_\_\_

Total Penal Sum of Bond: \$ \_\_\_\_\_

*\* If using multiple sureties*

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Administrative Services and the Department of Corrections, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax



# EXHIBIT 4



## STATE OF OREGON STANDARD PUBLIC IMPROVEMENT CONTRACT PAYMENT BOND

Bond No. \_\_\_\_\_

Solicitation **291-1828-18**

Project Name **DPSST Test Project**

\_\_\_\_\_  
(Surety #1)  
\_\_\_\_\_  
(Surety #2)\*

Bond Amount No. 1: \$ \_\_\_\_\_

Bond Amount No. 2:\* \$ \_\_\_\_\_

Total Penal Sum of Bond: \$ \_\_\_\_\_

*\* If using multiple sureties*

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Administrative Services and the Department of Corrections, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

# EXHIBIT 5

## Sample Public Improvement Agreement Form

COPIES OF THIS PUBLIC IMPROVEMENT AGREEMENT FORM WILL BE SENT TO THE INTENDED AWARDEE (CONTRACTOR) BY DOC AT THE TIME OF THE STATE'S INTENT TO AWARD NOTICE. THE BLANKS IN THIS SAMPLE WILL BE FILLED IN BY DOC. THE INTENDED AWARDEE WILL THEN COMPLETE AND SIGN THE AGREEMENT. AFTER ALL REQUIREMENTS ARE MET, THE STATE WILL THEN SIGN THE PUBLIC IMPROVEMENT AGREEMENT FORM AND SEND AN ORIGINAL SIGNED FULLY EXECUTED PUBLIC IMPROVEMENT AGREEMENT FORM TO THE CONTRACTOR ALONG WITH THE NOTICE TO PROCEED.

### STATE OF OREGON PUBLIC IMPROVEMENT AGREEMENT

for

DPSST Test Project

Contract #9999

This Agreement for the [PROJECT] (the "Agreement"), made by and between the State of Oregon, acting by and through the Department of Corrections, hereinafter called OWNER, and (Insert Contractor's Name) hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained. Unless otherwise defined in the Invitation to Bid or in this Agreement, the capitalized terms used herein are defined in Section A.1 of the State of Oregon General Conditions for Public Improvement Contracts.

#### WITNESSETH:

#### 1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of \_\_\_\_\_ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Invitation to Bid, this Public Improvement Agreement and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

The Contract Price includes the following items: (Insert Items)

#### 2. Representatives.

Unless otherwise specified in the Contract Documents, the OWNER designates [PROJECT MANAGER], as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. CONTRACTOR has named [CONTRACTOR REP] its Authorized Representative to act on its behalf.

#### 3. Contract Dates.

PROJECT START DATE:	1/0/1900
SUBSTANTIAL COMPLETION:	1/0/1900
FINAL COMPLETION:	1/0/1900

#### 4. Liquidated Damages.

Failure to complete the project known as [PROJECT] by the specified time will result in damage to the State of Oregon. Since actual damage will be difficult to determine, it is agreed that the Contractor shall pay to the State of Oregon, not as a penalty but as liquidated damages, \$ \_\_\_\_\_ per calendar day, elapsed in excess of the Substantial Completion date stated in Section 3 of this Agreement.

**5. Integration**

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**6. Certification**

Contractor certifies, in accordance with House Bill 3060 (2017 Oregon Laws, chapter 212)(“HB 3060”), that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a "protected class," as that term is defined by subsection 2(1)(b) of HB 3060. As a material term and condition of this Agreement, Contractor must maintain, throughout the duration of this Agreement, a policy and practice that complies with HB 3060, including, but not limited to, giving employees written notice of the Contractor’s policy and practice.

In witness whereof, the STATE OF OREGON, acting by and through the Department of Corrections executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

CONTRACTOR DATA:

CONTRACTOR NAME \_\_\_\_\_

CONTRACTOR ADDRESS \_\_\_\_\_

CONTRACTOR ADDRESS \_\_\_\_\_

CONTRACTOR'S CCB # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ Date

Reviewed by Facilities Administrator: \_\_\_\_\_ Date

State of Oregon by and through its DEPARTMENT OF CORRECTIONS

\_\_\_\_\_ Date

# EXHIBIT 7

## Supplemental General Conditions

(DOWNLOAD FROM OPRIN)

# ATTACHMENT B

## Specifications

(DOWNLOAD FROM OPRIN)

## GENERAL REQUIREMENTS BIDDER'S QUALIFICATIONS

PROJECT: DPSST Test Project

### BIDDER'S QUALIFICATIONS

(To be submitted following Bid opening at Owner's request)

Bidders so notified by Owner are required to submit ONE copy of Bidder's Qualifications within 2 business days of Owner's request to:

Department of Corrections  
Attn: Facilities Procurement Section  
3601 State Street  
Salem, OR 97301

Bidder's Qualifications must be submitted in a single package by the Bidder and must also include subcontractor qualifications such that the Bidder is able to demonstrate adequate applicable experience and performance history in performing general contracting for project similar to the project being bid. Bidder's Qualifications includes the following information, presented in a clear, comprehensive, and concise manner, to illustrate the Bidder's capabilities and experience:

1. Project being addressed: **DPSST Test Project**
2. Signature and title of duly authorized Bidder representative.
3. Any previous name(s) the company, or the principals of the company, has/have operated under, the number of years in business under those name(s), and the reasons for status change.
4. Number of company employees who supervise or manage. Number of specialty employees, including plumbing/pipe fitters and any other specialties.
5. Detailed description of at least three jobs – and dates of completion. For each detailed project description, provide at a minimum the following information:
  - Name and location of project
  - Owner, owner's address, contact person, and phone number
  - Design engineer, phone number, firm name
  - Brief description of project
  - Specialty work
  - Bid amount of project and final cost of project
  - Years during which construction occurred
6. List of Project Manager, Superintendent, and Project Engineers (if any) who will work in the field on this project and resumes of their experience. The individual's education, training, certifications, and experience should be indicated. Indicate whether experience is with current or previous employer.
7. Statement of availability and capability to perform the work within the schedule dates proposed.
8. List all litigation filed or claims presented on projects which the company or its predecessor worked on in the last year. Include the relevant contract issues, who were the parties, and the outcome. Include major claims settled through mediation or arbitration. List all pending or settled lawsuits and any major claims against an owner, or by an owner against Bidder, or against the owner's design professionals and any of their subcontractors

9. Any additional information you feel is relevant to assess the capabilities and qualifications of your company to successfully complete this project. The minimum requirements for awarding a Contract to the lowest responsive and responsible Bidder will be evaluated by using the following criteria:

a. Related experience and technical competence.

b. Minimum Qualifications:

- The firm shall be under contract or have completed at least 10 projects each with a final contract amount greater than \$60,000.00 in the last 5 years.
- Availability and qualifications of competent employees, construction equipment, and facilities for the performance and support of the project work.
- Contractor's capability to meet the project work schedule due to its present workload.
- Past performance from standpoint of costs, quality of work, and ability to meet schedules.
- Specific experience with the type of construction proposed.
- Pending and settled litigation and major claims history.

c. Providing false or misleading statements or failure to fully and completely answer questions will be considered grounds for disqualification.

d. Failure to submit complete information by the established deadline will also be considered grounds for disqualification. If the lowest responsive Bidder fails to meet minimum requirements, the Owner may at its discretion either review qualifications for the next lowest responsive Bidder or may choose to reject all Bids and re-advertise for new Bids.

END OF SECTION

# ATTACHMENT C

Plans

(DOWNLOAD FROM OPRIN)



# OREGON DEPARTMENT OF CORRECTIONS Request for Background Verification Data/LEDS

Date: \_\_\_\_\_

Purpose: PRE-BID Meeting/Walkthrough - DPSST Test Project

Name: \_\_\_\_\_  
Last / Middle / First

Other Names: \_\_\_\_\_

Date of Birth: \_\_\_\_\_  
Month / Day / Year

Social Security #: \_\_\_\_\_  
(Optional or last 4-digits only)

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

Driver's License#: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

OJIN Needed:  Yes  No

Section Requesting LEDS Check: \_\_\_\_\_ Institution/Facility: \_\_\_\_\_

State(s) Wanted for LEDS Check: \_\_\_\_\_

The information provided will be used only for the purpose indicated above and will be handled with confidentiality.

By signing, you grant DOC permission to run a LEDS check and certify that the information provided above is correct and true to the best of your knowledge.

Signature: \_\_\_\_\_

Information/Permission received by phone.

**Function Unit Manager/Designee must review and approve in all cases where criminal history is discovered.**

No Criminal Record  Criminal Record  Approved  Denied

Reviewed by FUM: \_\_\_\_\_

LEDS Check Completed By: \_\_\_\_\_

Fax completed form to: #N/A



# ODOC Contract Verification Form

(ORS279A.161)

CONTRACT #: 9999

CONTRACT TITLE: DPSST Test Project

Before a State Agency executes or amends a Public Contract exceeding \$150,000, the Director of that State Agency shall review all the Department of Administrative Services (DAS), the Department of Justice (DOJ), or other legal counsel advice submitted for this Contract, and verify that the Contract Administrator (CA) has read and understands all advice and recommendations that DAS, DOJ, or other legal counsel have given the CA.

## Contract Administrator's Representation

I certify that I am the Contract Administrator for the referenced contract, and that I have read and understood the advice and recommendations, provided by DOJ, DAS, or other legal counsel with respect to this contract and the associated procurement.

*Contract Administrator:*

---

Name	Signature	Date
------	-----------	------

## Review and verification by Director or delegate

I certify that I have reviewed and verified that the attached advice and recommendations provided by DOJ, DAS, or other legal counsel with respect to this contract, and the associated procurement, have been understood by the Contract Administrator.

*Director (or delegate):*

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Name	Signature	Date
------	-----------	------

A signed copy of this verification and review, must be retained in the CA records.

This review is required by ORS279A.161

# ODOC Contract Verification Form

## INSTRUCTIONS

### REQUIRED

The attached form is required to be completed for all contracts and related procurements as specified on the form.

### BEST PRACTICES

1. Ensure the Contract Administrator (CA) is identified early in the procurement and involved throughout the entire process.
2. Keep the Director (or delegate) aware throughout the procurement process of key advice from DAS or DOJ. If the CA waits to relay information until just before the contract execution, the Director or delegate may not agree and the procurement may be stopped.
3. If the Director delegates the verification responsibilities, make sure the delegate has an appropriate level of knowledge and understanding of the project subject matter and procurement processes.
4. Agencies must repeat the verification process for contract amendments, and are recommended to when there is a change to a CA.

### SUGGESTED GUIDELINES FOR REVIEW AND VERIFICATION

1. Prior to public contract execution or amendment, the CA fills out and signs the Contract Verification form and forwards it to the identified delegate.
2. The delegate verifies the form is completed and signed by the CA.
3. The delegate reviews any attached advice or recommendations from DAS, DOJ or other legal counsel. If there are any questions as to the CA's understanding of the information, the delegate contacts the CA for further discussion and clarification.
4. If the delegate is confident of the CA's understanding, they will sign the Contract Verification Form and send a signed copy to the CA and the associated procurement specialist) for inclusion in the procurement file.
5. If the delegate is not confident of the CA's understanding, they will research until such time as they are either confident, or they will elevate the request to the Director for disposition.
6. Any time the contract is considered to be significant by either the CA or the delegate, the Director should be consulted and notified.



## Catering Menu



**Hours**  
Monday-Friday  
7am-4pm

1025 NW 9th Street, Suite C  
Corvallis, Oregon 97330

**541.757.0166**

## Entrees

Our entrees serve 8-10 people

Lasagna (Meat sauce with Italian sausage & mushrooms).....	\$50.00
Vegetable Lasagna (Spinach with marinara or primavera) .....	\$50.00
Enchilada Casserole (Chicken with green Chile sauce) .....	\$50.00
Stuffed Chicken Breast (Bread or spinach with feta) .....	\$75.00
Chicken Kiev (Traditional) .....	\$75.00
Chicken Teriyaki (Served on a bed of rice) .....	\$75.00
Chicken Tetrzini (Baked on a bed of angel hair pasta) .....	\$75.00
Beef Sirloin Tips (Served on a bed of rice) .....	\$75.00
Meatballs & Pasta (Italian style with beef & Italian Sausage) .....	\$75.00
Stuffed Bell Peppers (large peppers with ground sirloin) .....	\$75.00
Poached Salmon (Combination of veggies & herbs) .....	\$82.00
Poached Halibut (Combination of veggies & herbs) .....	\$82.00
Scalloped Potato with Ham (Ham & creamy sauce) .....	\$50.00

## Sides

Our sides serve 10 people

Garlic Mashed Potatoes .....	\$25.00
Rice Pilaf .....	\$25.00
Spanish Rice .....	\$25.00
Scalloped Potatoes .....	\$25.00
Parsley New Potatoes .....	\$25.00
Roasted Vegetables .....	\$25.00
Steamed Vegetables .....	\$25.00
Noodles or pasta (Lightly buttered with herbs) .....	\$25.00

## Salads

Our salads serve 10 people

New York Deli .....	\$35.00
Baked Potato .....	\$35.00
Spinach .....	\$35.00
Green with Vegetables .....	\$35.00
American Potato .....	\$35.00
Coleslaw .....	\$35.00
Marion .....	\$35.00
Shrimp Asiago .....	\$35.00
Fresh Fruit .....	\$35.00
Mexican Rice .....	\$35.00
Angel Fire Pasta .....	\$35.00
Summer Spaghetti .....	\$35.00
Greek Pasta .....	\$35.00
Italian Vegetable .....	\$35.00
Waldorf .....	\$35.00
Layered .....	\$35.00
Antipasto .....	\$35.00
Creamy Vegetable .....	\$35.00

## Call before 10:00am

if you would like next day delivery\*  
or sandwiches the same day.

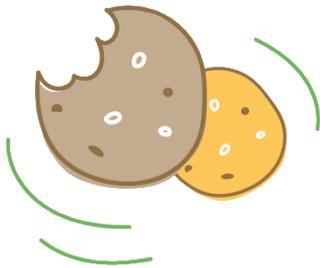
\*This excludes salads & soups of the day

Delivery Charge: \$6.50-\$7.00  
Recovery Charge: \$6.50-\$7.00

Prices subject to change without notice

Service Items: plates, plastic ware, cups  
& napkins provided for 50¢ per person.

Don't forget to order dessert!



## Hot Lunch Entrees

Our Hot Lunch Entrees serve 12 people

Quiche (Two quiches).....	\$48.00
<i>Lorraine, Michelle, chicken broccoli, veggie, beef &amp; cheddar, cheese &amp; broccoli</i>	
Santa Fe Bar .....	\$82.00
<i>Black beans, refried pinto beans, spicy chicken or beef, corn relish, salsa, sour cream, green onions, cilantro, blue &amp; white corn chips, flour tortillas, tomatoes, guacamole (seasonal), rice, veggies</i>	
Pasta Bar .....	\$82.00
<i>Two Pastas: Choice of angel hair, rigatoni, rotini, or tortellini</i>	
<i>Two Sauces: Choice of marinara, Italian sausage clam, or Alfredo</i>	

## Snacks & Dips

Our Snacks and Dips serve 10 people

Bread Sticks (French bread dough with garlic parmesan) .....	\$24.00
Dips .....	\$28.00
<i>Dill, Ranch, Clam, French Onion, Salsa, Spinach</i>	
<i>Served with your choice of garlic toast crackers or chips</i>	

## Beverages

Dasani.....	\$3.00
Assorted Soda (In bottle).....	\$3.00
Apple Juice .....	\$3.00
Orange Juice.....	\$3.00
Ice- 10lb. bag .....	\$5.00

## Cold Lunch Entrees

Combination Tray.....	\$11.25/person
<i>Roast beef, ham, pastrami, corned beef, turkey, salami, cheddar, Swiss, provolone, tomato, onion, lettuce, dill pickle, fresh baked bread, condiments</i>	
Box Lunch .....	\$12.50/person
<i>Sandwich (beef, ham, pastrami, corned beef, turkey, tuna, egg salad, or veggie), salad or chips, and a cookie</i>	
Sandwich Platter .....	\$11.25/person
<i>Assorted sandwiches, salad, relishes, cookies</i>	
Salad Buffet .....	\$11.25/person
<i>Four salads of your choice. Fresh backed bread &amp; butter or garlic parmesan breadsticks. Assorted bars, brownies, cookies (must be ordered one day in advance)</i>	

## Continental Breakfast/Brunch

Breakfast Bread Tray .....	\$5.00/person
<i>Scones, cinnamon rolls, caramel rolls, muffins, coffee cake</i>	
Coffee (Serves 10, includes cups, sugar, cream) .....	\$15.00/airpot
Tea (Serves 10, includes cups, sugar, cream) .....	15.00/airpot
Orange Juice (bottle) .....	\$3.00 ea
Fresh Fruit Tray ( Seasonal fruits) .....	\$4.25/person
Quiche (Serves 6–8) .....	\$24.00

## Cold Appetizers

Stuffed Puffs (3 dozen minimum) .....	\$25.00/doz
<i>Chicken, shrimp, crab</i>	
Stuffed veggies (3 dozen minimum) .....	\$25.00/doz
<i>Variety of veggies &amp; fillings</i>	
Pinwheels (3 dozen minimum).....	\$20.00/doz
<i>Cheddar, pimiento, or meat varieties</i>	
Triangle Tea Sans .....	\$20.00/doz
<i>Meat, cheese, chicken, tuna</i>	
Tortilla Roll-Ups .....	\$25.00/doz
<i>Mexican style: Meat, cheese, veggies</i>	
<i>American style: Meat, cheese, veggies</i>	

## Hot Appetizers

Swedish Meatballs .....	\$25.00/doz
<i>Traditional with caraway brown sauce</i>	
Chicken Drumettes (3 dozen minimum) .....	\$25.00/doz
<i>Sweet and sour or teriyaki sauce</i>	
Mini Quiche (3 dozen minimum) .....	\$25.00/doz
Rumaki (3 dozen minimum) .....	\$25.00/doz
<i>Chicken livers, water chestnuts, bacon</i>	

## Buffet Trays

Our buffet trays serve 25 people

Fresh Fruit Tray .....	\$70.00
Fresh Veggie Tray .....	\$70.00
Marinated Vegetables & Relish .....	\$70.00
Meat Tray .....	\$80.00
<i>Add \$25.00 for bread &amp; condiments</i>	
Cheese Tray .....	\$70.00
Nacho Platter .....	\$70.00
Baked Potato Bar .....	\$8.95/person



John Koljesky

Statewide Training Coordinator

DPO Advisory Council Meeting

### Procurement Training Law

- Webpage updated
- Conducts procurement further defined - I have and exercise procurement authority over \$10,000 for my agency.
- Administers a contract >\$150,000
  - DAS PS Contract Administration Training Certificate in iLearn
    - 1232 have completed so far
    - 879 have started
- Conducts a procurement (exercise procurement authority) > \$10,000
  - DAS PS Principles of Public Procurement INCLASS or WEBINAR
    - exercises procurement authority >\$10,000 and > \$150,000
    - 207
  - OR
  - DAS PS Fundamentals of Procurement (10,000 to 150,000)
    - exercises procurement authority >10,000 and <150,000
    - 103
  - OR
  - Have and maintain a valid OPBC
- OPBoK – published on Training webpage

### Training Policy/Procedure

**Oregon Procurement Basic Certification (OPBC)** – valid 5 years from certification date, requirements are:

- 1) At least one year of Procurement Experience;
- 2) No less than 75 Contact Hours of training or education within the most recent 5 years which includes:
  - a. Minimum 60 Contact Hours of Oregon Public Procurement Training;
  - b. 15 additional Contact Hours may be from any Other Procurement Related Training or Education.
- 3) Must pass the exam. Unlimited exam retakes are available for a fee. Retakes must wait until next scheduled exam session.

OPBC renewal requirements: 25 Contact Hours of procurement related education within the most recent 5 years, which must include the annual DAS PS rules update briefing, or equivalent. With exception of the DAS PS rules update briefing, continuing education Contact Hours may be from any approved source.

**Oregon Procurement Intermediate Certification (OPIC)** – valid 5 years from certification date, requirements are:

- 1) At least three years of Procurement Experience;
- 2) No less than 125 Contact Hours of training or education which includes:
  - a. Minimum 100 Contact Hours of Oregon Public Procurement Training; and
  - b. 25 additional Contact Hours may be from Other Procurement Related Training or Education.

- 3) Must pass the exam. Unlimited exam retakes are available for a fee. Retakes must wait until next scheduled exam session.

OPIC renewal requirements: 50 Contact Hours of procurement related education within the most recent 5 years, which must include the annual DAS PS rules update briefing, or equivalent. With exception of the DAS PS rules update briefing, continuing education Contact Hours may be from any approved source.

**Oregon Procurement Advanced Certification (OPAC)** – valid 5 years from certification date, requirements are:

- 1) At least five years of Procurement Experience;
- 2) No less than 175 Contact Hours of training or education which includes:
  - a. Minimum 125 Contact Hours of Oregon Public Procurement Training;
  - b. 50 additional Contact Hours may be from Other Procurement Related Training or Education.
- 3) Must pass the exam. Unlimited exam retakes are available for a fee. Retakes must wait until next scheduled exam session.

OPAC renewal requirements: 50 Contact Hours of procurement related continuing education within the most recent five years, which must include the annual DAS PS rules update briefing, or equivalent. With exception of the DAS PS rules update briefing, continuing education Contact Hours may be from any approved source.

**Procurement Experience:** means experience that meets the following eligibility requirements:

- Full-time equivalent conducting Procurement for one or more Oregon Public Agencies. Current employment in Oregon public sector is not required at the time of application for certification.
- Experience must be within the most recent ten years prior to the application date, but does not have to be continuous.
- Experience must be documented in an official position description that includes: class title, description of the work performed in that class, distinguishing characteristics of the class, illustrative duties, knowledge, skills and abilities required to perform the work, employment standards for incumbents of positions in that class, required licenses and certificates, and any necessary special requirements which must be met.

**Oregon Public Procurement Training:** means training predominately related to Procurement that

1. concurs with the contents of the OPBoK
2. contains a formal assessment
3. and is approved by the State Chief Procurement Officer

**Other Procurement Related Training or Education:** means completion of procurement related training or education that meets the following eligibility requirements:

- Training must be completed within the most recent five years prior to the application date.
- Training must provide proof-of-attendance. Acceptable proof-of-attendance is a transcript, certificate of attendance, certificate of participation, or certificate of completion that includes:
  - a) Applicant's name; title of the activity or event; date and location of the activity or event; name of the training or education provider; and the number of Contact Hours.

**OPBC** – upon recert switch over to new recert process

**OPAC** – upon recert take test

DPO Meeting talking points:

Purpose: Provide QRF program updates and share information about the QRF Showcase on October 17<sup>th</sup>.

Presentation Outline:

1. Introduction...Describe purpose of presentation
  - a. QRF Program updates
  - b. Products and Services
    - i. No longer offered
    - ii. New
  - c. Showcase program offerings
  
2. QRF Program update
  - a. 30 QRF providers (DHS regulations)
  - b. Minimum wage increases impact
  - c. Rule rewrite for housecleaning and to define the process for choosing a QRF provider
  - d. Products and Services no longer offered
    - i. Safety vests, Gym Shorts, HVAC Filters, Drug Testing kits
  - e. New Products and Services
    - i. Wall Repair and Painting Services (SW Oregon)
    - ii. Janitorial Services (Central Oregon)
    - iii. Light Menu Catering (Marion & Benton)
    - iv. Zero Waste event management (Marion)
    - v. Armed Security Guards (Portland and Willamette Valley)
  - f. Price Agreements in progress
    - i. Temporary Services w/ DePaul, Galt and BlueSun
    - ii. DePaul Armed and Unarmed Security Guards at DOJ
    - iii. Garten Zero Waste
    - iv. Rockwest First Aid and AED kits (Now offer Koll and Phillips)
    - v. Janitorial and Grounds Maintenance
  - g. QRF Showcase planned for October 17<sup>th</sup> at the Keizer Community Center
    - i. \$75 for 7 points
    - ii. Offerings:
      1. Sustainability in Contracting      Sustainable Purchasing Leadership Council
      2. Practical Tools for Sustainability      Sustainable Purchasing Leadership Council
      3. Prevailing Wage      BOLI (Susan Woolery)
      4. IT Procurement Panel      Tom Riel, Sandi Cavel, OSCIO, Basecamp  
Marion
      5. Contractor vs. Employee      Stacy Madsen ODOT and DOJ

6. QRF Process
7. QRF Showcase
8. QRF Employee Testimonials

h. Summary:

- i. QRF Program is being affected by DHS policies and Minimum Wage changes
- ii. Agreement to Agree for all QRF products and services
- iii. QRF Showcase at 94 registrants so far...Max at 150

**Summary of 2018 DAS Contracting Rule Changes, effective 1-1-2019**

<b>OAR No.</b>	<b>Topic</b>	<b>Rule Changes</b>
<b>AMEND:</b>		
125-246-0100	Application; Commentary; Federal Law Prevails	Amending rule language to update statutory citations.
125-246-0110	Definitions	Amending rule language update and clarify definitions; and adding definitions of “Statement of Work” and “State Contracting Agency”.
125-246-0135	Solicitation Templates; Contract Forms and Templates; <u>Accountability for Advice (Director Verification)</u>	Correcting title.
125-246-0165	Delegation Policy and Procedures	Removing obsolete certification labels.
125-246-0170	Delegation of Authority	Amending rule language to: <ul style="list-style-type: none"> <li>• include 2005 delegation regarding independent agencies by DAS Director letter;</li> <li>• clarify procurement authority to use Price Agreements and the Buy Decision; and</li> <li>• delegate to Chief Procurement Officer authority to approve requests for an exception to the prohibition on accepting a bid or proposal from a contractor that advised or assisted a contracting agency to develop specifications or solicitation documents.</li> </ul>
125-246-0220	Governor’s Policy Advisor for Economic and Business Equity	Amending rule language for clerical corrections and clarifying implementation of ORS 200.035.
125-246-0200	Affirmative Action; Limited Competition Permitted	Amending rule language to add definitions and clarify application of ORS 279A.100.
125-246-0314	Disabled Veterans Preference	Amending rule language to clarify application of the preference.
125-246-0330	Supplier Requirements	Amending rule language required by statutory change and Governor’s Executive Order.
125-246-0500	Oregon Procurement Information Network (ORPIN)	Amending rule language required by statutory change and Governor’s Executive Order.

## Summary of 2018 DAS Contracting Rule Changes, effective 1-1-2019

125-247-0165	Practices Regarding Electronic Goods Procurements	Clerical correction.
125-247-0170	Life Cycle Costing	Amending rule language to clarify when and how requirements apply.
125-247-0185	Approval of Information Technology or Telecommunications Procurements	Updating statutory citations.
125-247-0200	Buy Decision and Methods of Source Selection	Amending rule language to clarify authority to use Price Agreements, and application of ORS 200.035 and the Governor's Executive Order.
125-247-0260	Competitive Sealed Proposals	Amending rule language required by statutory change.
125-247-0265	Small Procurements	Amending rule language to clarify application of ORS 200.035 and the Governor's Executive Order.
125-247-0270	Intermediate Procurements	Amending rule language to clarify application of ORS 200.035 and the Governor's Executive Order.
125-247-0287	Special Procurements; Request Procedures	Amending rule language to clarify notice requirements, and the application of ORS 200.035 and the Governor's Executive Order.
125-247-0305	Public Notice of Solicitation Documents	Amending rule language to clarify the application of ORS 200.035 and the Governor's Executive Order.
125-247-0550	Prequalification of Prospective Offerors, Pre-negotiation of Contract Terms and Conditions, and Request for Qualifications (RFQ)	Amending rule language to clarify the application of ORS 200.035 and the Governor's Executive Order.
125-247-0690	Policy; <u>Contractor Advantage</u>	Correcting title.
125-247-0691	Brand Name or Equal Specification	Amending rule language to clarify the application of ORS 200.035 and the Governor's Executive Order.
125-247-0805	Amendments to Contracts and Price Agreements	Amending rule language to clarify approval of amendments.

**Summary of 2018 DAS Contracting Rule Changes, effective 1-1-2019**

125-249-0145	Contracts for Oversight of Public Contracts	Amending rule language to align with statutory language.
125-249-0630	Findings, Notice and Hearing	Amending rule language to align with statutory language.