

Date: May 22, 2019



**FORMAL
INVITATION TO BID 00001245
For**

911 CALL CENTER – UNINTERRUPTIBLE POWER SUPPLY (UPS) REPLACEMENT

Bids Due: JUNE 20, 2019, by: 2:00 P.M. PST

SUBMITTAL INFORMATION: refer to Part II, BID SUBMISSION (page 2)

Submit bids to: <i>City of Portland Procurement Services 1120 SW Fifth Avenue, Room 750 Portland, OR 97204</i>	Refer Questions to: <i>Cynthia Phillips Procurement Specialist Phone: 503-823-6809 Cell: 503-823-8299 email: Cindy.phillips@portlandoregon.gov;</i>
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I. INTRODUCTION

1.0 SCOPE OF WORK: The project includes all labor, materials, tools, equipment, and incidentals necessary to replace the UPS units at the 911 Call Center located at 3732 SE 99th Avenue, Portland, Oregon. Work to be performed in conformance with plans and specifications titled **911 Call Center -UPS Replacement** prepared by ELCON Associates, Inc.

1.1 TECHNICAL REQUIREMENTS: See Attached Drawings – Labeled as Exhibit C

II. GENERAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

All bids are subject to the provisions and requirements of the Oregon Revised Statutes and the Portland City Code (PCC), including PCC 5.33.

2.0 BID PREPARATION

2.1 BID FORMAT: Bids must be typewritten or prepared in ink and must be submitted on the form provided in the Invitation to Bid.

2.2 CONFORMANCE TO BID REQUIREMENTS: Bids must conform to the requirements of the Invitation to Bid. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

2.3 CONFLICT OF INTEREST: By submitting a bid, a Bidder certifies that no officer, agent or employee of the City has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

2.4 COST OF BIDDING: This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or Contracting for the items to be furnished under the invitation to bid.

2.5 USE OF BRAND OR TRADE NAMES: Any brand or trade names used by the City in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

2.6 PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid. Brand name and model or number must be shown. The City reserves the right to reject any bid when the product information submitted with the bid is incomplete.

2.7 FOB DESTINATION: BID PRICES MUST BE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED with all transportation and handling charges paid by the Bidder.

2.8 EXCEPTIONS: Any deviation from solicitation specifications, terms and conditions may result in bid rejection.

2.9 BID SUBMISSION: For purposes of this bid submission, the Bidder shall submit: one (1) original copy in PDF format through the City's Online Procurement Center at: <https://procure.portlandoregon.gov/bsol/login.jsp> along with a cover letter with the Bidder's letterhead that

clearly identifies the project. If the Bidder requests redactions to their bid, please also submit a copy in unprotected MS Word format with the requested redactions. If no redactions are requested in a bid, please state that clearly in the Cover Letter. The entire bid must be received on or before the time and date specified on the cover page of this ITB document. Bids that are not properly marked may be rejected. City of Portland is not responsible for the proper identification and handling of any bid not submitted in a timely manner or incorrectly marked.

Bids that are not properly identified may be rejected. City of Portland is not responsible for the proper identification and handling of any bid not submitted in a timely manner or incorrectly marked.

2.10 SIGNATURE ON BID: Bids must be signed in ink by an authorized representative of the Bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud. Failure to sign is cause for bid rejection.

Signature on a bid also certifies that the Bidder has read and fully understands all solicitation specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid

2.11 BID MODIFICATION: Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be submitted in a sealed envelope clearly marked "Bid Modification" and bare the same markings as the bid envelope as identified on page 1. Bidders may not modify bids after bid closing time.

2.12 BID WITHDRAWALS: Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Procurement Services prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

2.13 LATE BIDS: Sealed bids must be received and time-stamped by Procurement Services prior to bid due time on the bid due date. Late bids will not be considered for award.

2.14 CITY SUSTAINABILITY OBJECTIVES: The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/auditor/index.cfm?c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

2.15 ADDENDA TO PLANS OR SPECIFICATIONS: If, in the opinion of the Chief Procurement Officer, additional information or interpretation should be provided, an Addendum will be made available to all known specification holders. Any Addendum will be issued seventy-two (72) hours or more before the scheduled closing time for submitting bids, not including Saturday, Sunday, and legal holidays. The City

shall post all Addenda on the Procurement Services website. Failure of the Bidder to exercise due diligence to receive or obtain such Addenda shall not excuse the respondent from compliance therewith if awarded the contract.

2.16 ORAL INSTRUCTIONS: Oral instructions or information concerning the ITB documents or the project given out by officers, employees, or agents of the City to prospective Bidders are not binding unless confirmed by Addendum.

2.17 QUESTIONS OR CLARIFICATIONS: It is the Bidder's responsibility to ask questions, request changes or clarifications, or inform the City of Portland, Procurement Services if it believes the language, specifications or requirements of this ITB are ambiguous, contradictory, or have other problems. Unless a different time is provided in the ITB, questions received less than seven (7) calendar days prior to the date bids are due may not be answered. Clarifications of any provision of the solicitation document are binding only if the City amends the solicitation document by Addendum.

2.18 PROTEST OF SOLICITATION SPECIFICATIONS: A Bidder who believes specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Chief Procurement Officer. To be considered, protests must be submitted within 7 days after a solicitation document is advertised (ten days if the bid is for a public improvement). Envelopes containing protests should be marked as follows:

Solicitation Protest
Bid Number
Closing Date

2.19 BID OPENING: Bids will be publicly opened at the scheduled opening time stated in the Solicitation. Award decisions will not be made at the bid opening.

2.20 BID EVALUATION AND AWARD: Award will be made to the lowest responsive and responsible Bidder.

2.21 DELIVERY: Ability to meet the City's required delivery date shall be used to determine responsiveness. Cash Discounts: Cash discounts will not be considered for award purposes unless stated in the bid documents.

2.22 PAYMENT: The City's standard payment term is Net 30 days. Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected. It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

2.23 BID REJECTION: The City reserves the right to reject any and all bids.

2.24 CANCELLATION: The City reserves the right to cancel this solicitation at any time without award.

2.25 BID RESULTS: Bidders will be notified of bid results via the Procurement Services website; Bid results are also available by phone. Bidder's must dial the City's Conference Call Line Dial In number

at: **Local US Dial-in: 1 971-256-0996, and enter Conference Code: 949530. Bid openings begin at 2:00pm.** NOTE: Callers that dial in before the host will be placed on hold until the host dials in.

2.26 PROTESTS: A written protest regarding the procurement process or this solicitation document must be submitted within 7 days after a solicitation document is advertised. A written protest regarding contract award must be submitted in writing within 7 days after the award of a contract or Notice of Intent to Award, whichever occurs first. A written protest of any Addendum must be submitted by the close of the next business day after issuance of the Addendum. Late protests will not be considered. See PCC 5.33.730 and 740.

III. SUPPLEMENTAL REQUIREMENTS

3.0 SOLE BRAND: This sole brand requirement is to assure continuous inter-operability with the existing equipment: provide Eaton 93PM UPS-1, UPS 200kw 480V-400kW frame with no redundant modules and UPS-2, UPS 200kw 480V-400kW frame with no redundant modules. Other brands will not be considered.

3.1 CERTIFICATION: For commercial products inclusive of industry standardized products, in lieu of normal sampling and testing procedures by the Bidder and the City, the City may accept from Bidder two (2) copies of the manufacturer's certification with respect to the product involved, under conditions set forth as follows:

Certification shall state that the named product conforms to City's requirements and that representative samples thereof have been sampled and tested as specified. Certification shall either be accompanied with a certified copy of test results, or certify that such test results are on file with the manufacturer and will be furnished to the City upon request. Certification shall give the name and address of the manufacturer, testing agency and the date of applicable testing.

City shall not be responsible for any costs of the certification or for any costs of the sampling and testing of products in connection therewith.

3.2 REQUIRED PRODUCT/SERVICE DELIVERY: Substantial completion no later than one hundred fifty (150) calendar days from issuance of Notice-to-Proceed, with final completion at one hundred eighty (180) calendar days from issuance of Notice-to-Proceed, in compliance with the terms and conditions of the Plans and Specifications.

3.3 ADDITIONAL PURCHASES: The City reserves the right to purchase additional equipment beyond the quantities stated in the bid documents at the same prices submitted by the Bidder. Price increases may be allowed but shall not exceed the Consumer Price Index (CPI) for the Portland/Vancouver Metropolitan Area based upon the most current CPI available at the time the order is made. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

3.4 PRE-BID MEETING: There will be a pre-bid meeting and site visit scheduled for this project at 10:00 am on June 5, 2019, at: 3732 NE 99th Ave., Portland, OR 97266. **This is a mandatory pre-bid meeting therefore; all Bidders will be required to attend if they intend to submit a bid.** The City of Portland will make reasonable accommodation for people with disabilities. Please notify Bob Cockrell no less than five (5) business days prior to the event by phone at 503-823-5348, by the City's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.

3.5 INTENT OF SPECIFICATIONS: The intent of these specifications is to provide to the City, all labor, materials, tools, equipment, and incidentals necessary to replace the UPS units at the 911 Call Center

and that the units are fully operational, regardless of any apparent omission of any particular component of these specifications. If it appears the City omitted an important component of any item identified in this bid, the Bidder shall bring that matter to the attention of the City during the period of time available for requesting clarification [as indicated in Section 3.6] The specifications in this ITB will be part of the Contract between the City and the successful Bidder(s).

3.6 SILENCE OF SPECIFICATION: The silence or omission of the specifications as to any detail means that only the best commercial practices are to prevail in this ITB and resulting Contract; only materials and workmanship of first quality are to be used.

3.7 NEW/LATEST MODEL: Parts and materials must be new or the most current model. Surplus, remanufactured, and used products are prohibited unless expressly stated otherwise in the specifications. Current model means: the item or model being manufactured at the time of receipt of the award or any subsequent year item or model manufactured during the time the Contractor has to make delivery under the resulting Contract.

3.8 TAXES: Taxes, whether State or Federal, shall not be included in the bid prices. A tax exemption certificate will be provided by the City on request.

3.9 BID SUBMITTAL: By submitting a bid, the Bidder agrees to furnish any and all equipment, supplies and/or services required by the ITB, at the prices quoted, pursuant to all requirements and specifications as contained therein.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City requests the use of submittal materials (i.e. paper, envelopes) that contain post-consumer recycled content and are readily recyclable. Submittals shall not include 3-ring binders or any plastic binding, folder, or indexing material. Reusable binding posts, clips, or rings and recycled content paper envelopes or folders are examples of acceptable bindings. Submittals shall be printed on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. Do not erase mistakes. Instead, cross out mistakes and correct them and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or an authorized representative. As a result of any of these actions, if the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail. All bids must be on the form furnished by the City, or it may be rejected by the City. The omission of such items as delivery dates, or any other required information may cause the offer to be considered non-responsive.

3.10 BID PRICES: The lump sum prices submitted shall be firm through completion of the scope of work, or 180 days after Notice to Proceed. The Bid price includes the cost to obtain all permits and licenses that may be required to perform the Contract. All prices quoted shall include all packing, handling, shipping charges, and the warranty provisions and requirements as listed in these specifications, FOB delivered and unloaded at the designated location(s). If assembly is required, offered prices shall include all costs associated with delivery, assembly, set-up and proper disposal of packaging materials. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Submit unit prices if requested. If the bid is accepted, prices shall remain firm for the specified Contract period.

3.11 BID PRICING FORM: The Bidder shall include unit and extended pricing for all equipment offered on the form provided by the City within this solicitation or may be rejected. In the event of a conflict between unit pricing and extended pricing, unit pricing shall prevail.

3.12 EXECUTION OF CONTRACT: The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish all required bonds and insurance certificates satisfactory to the city within twenty (20) days after the Bidder receives the Contract.

3.13 FAILURE TO EXECUTE CONTRACT: Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract and deliver the Contract, all required bonds and insurance certificates within the time required permits the City to cancel the award of the Contract and charge Bidder for the difference in price between its bid and that of the next lowest responsible bidder.

SPECIAL CONDITIONS

Where special conditions are written in the specifications, these special conditions shall take precedence over any general conditions listed elsewhere in the bid solicitation in the event of a conflict. These "Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 71-83 (Universal Commercial Code).

VI. ATTACHMENTS

1. REPRESENTATIONS, CERTIFICATIONS
2. BID SCHEDULE
3. NON-COLLUSION AFFIDAVIT
4. BUY OREGON PREFERENCE CERTIFICATION

VI. EXHIBITS AND APPENDICES

- A. STANDARD GOODS AND SERVICES CONTRACT with Appendix A
- B. TECHNICAL SPECIFICATIONS
- C. DRAWINGS

IX. APPENDIX A

**ATTACHMENT 1
 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS
 TO PROVIDE
 911 CALL CENTER – UNINTERRUPTIBLE POWER SUPPLY (UPS) REPLACEMENT
*[must be submitted with bid]***

OFFER DATE	
OFFEROR NAME	
OFFEROR DOING BUSINESS AS	
OFFEROR ADDRESS	
AUTHORIZED REPRESENTATIVE NAME	
AUTHORIZED REPRESENTATIVE TITLE	
AUTHORIZED REPRESENTATIVE PHONE	
AUTHORIZED REPRESENTATIVE EMAIL	
AUTHORIZED REPRESENTATIVE MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE SIGNATURE	
LOCAL REPRESENTATIVE	
LOCAL REPRESENTATIVE PHONE	
LOCAL REPRESENTATIVE EMAIL	
CITY OF PORTLAND BUSINESS LICENSE TAX ACCOUNT #	
STATE OF OREGON REGISTRY NUMBER	
FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	
TYPE OF ORGANIZATION	<input type="checkbox"/> Sole proprietorship; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporate entity (not tax-exempt); <input type="checkbox"/> Corporate entity (tax-exempt); <input type="checkbox"/> Government entity (Federal, State, or local); <input type="checkbox"/> Other _____
COMMON PARENT	<input type="checkbox"/> Offeror is not owned or controlled by a common parent: <input type="checkbox"/> Name and TIN of common parent: Name _____ TIN _____
RESIDENT BIDDER	All Offerors must state whether or not they are an Oregon resident Bidder as defined in ORS 279A.120, a resident Offeror is one who has paid unemployment taxes or income taxes in the State during the twelve (12) calendar months immediately preceding bid submission, has a business address in Oregon, and has stated in their bid to be a resident bidder. <input type="checkbox"/> Offeror is a Resident Bidder <input type="checkbox"/> Offeror is not a Resident Bidder State of Residence _____

**ATTACHMENT 2
BID SCHEDULE**
[must be submitted with bid]

The Offeror represents and certifies as part of the following bid:

The undersigned, having fully examined the conditions, Specifications, Addenda and property to be improved, hereby offers and agrees that this bid shall be irrevocable for at least sixty (60) calendar days after the bid opening date and time, and if accepted proposes to furnish all materials, labor and equipment and do all work specified with substantial completion no later than one hundred fifty (150) calendar days from issuance of Notice-to-Proceed, with final completion at one hundred eighty (180) calendar days from issuance of Notice-to-Proceed, in compliance with the terms and conditions of the Plans and Specifications.

Bid Item	ITEMS OF WORK AND MATERIALS	TOTAL AMOUNT
1	Division 02: Existing Conditions	\$
2	Division 05: Metals	\$
3	Division 06: Wood, Plastics and Composites	\$
4	Division 07: Thermal and Moisture Protection	\$
5	Division 08: Openings	\$
6	Division 09: Finishes	\$
7	Division 10: Specialties	\$
8	Division 21: Fire Suppression	\$
9	Division 22: Plumbing	\$
10	Division 23: Heating, Ventilating and Air Conditioning	\$
11	Division 26: Electrical	\$
TOTAL LUMP SUM: \$ _____		
<i>*Contract will be awarded on total lump sum.</i>		

ITEM NO.	ADD ALTERNATES	Alternate amount
ADD ALT. #1	Provide new UPS-1: Eaton 93PM UPS 200kW 480V-400kW frame with no redundant modules	\$
ADD ALT. # 2	Provide new UPS-2: Eaton 93PM UPS 200kW 480V-400kW frame with no redundant modules	\$
<i>*Alternates will be selected at Owner's discretion with alternate amount added to the base bid total.</i>		

An Offeror submitting a bid certifies that no officer, agent or employee of the City who has a pecuniary interest in this bid has participated in preparation of the bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same call for bids, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

**ATTACHMENT 3
NON-COLLUSION AFFIDAVIT**
[must be submitted with bid]

STATE OF _____

Contract Bid No. _____

COUNTY OF _____

I, (Type/Print Name) _____, state that I am
(Position Title) _____ of (Name of Firm)
and that I am authorized to execute this affidavit on behalf of this firm, and its owners, directors, and
officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, offeror, or potential offeror, except as disclosed.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a offeror or potential offeror, and the price(s), will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. (Name of Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described.

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by THE CITY OF PORTLAND, OREGON in awarding the Contract(s) for which this bid is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from THE CITY OF PORTLAND, OREGON of the true facts relating to the submission of bids for this Contract.

Signature

Subscribed and sworn to before me this
_____ day of _____,

NOTARY PUBLIC

My commission expires _____

APPENDIX A CONTRACT REQUIREMENTS

Contractor shall observe all applicable state and local laws pertaining to public Contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public Contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this Contract, as applicable.

- Pursuant to ORS 279B.220, on every public Contract, the Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract; shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement Contracts, the Contractor shall make payments promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such Contract. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public Contract for demolition the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public Contract and every public improvement Contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public Contract, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, Contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public Contract, all subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement Contracts, if the Contractor fails, neglects or

refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public Contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such Contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement Contracts, if the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract within 30 days after receipt of payment from the Contract agency or a Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement Contract and every Contract related to the public improvement Contractor, if the Contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The Contractor shall give notice to employees who work on a public Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of Contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under Contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The Contractor shall give notice to employees who work on a Contract for services in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement Contract, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all

monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for such service. In every public Contract, subject to ORS 279C, all employers working under the Contract are subject employers that shall comply with ORS 656.017.

- Pursuant to ORS 279C.580(3)(a), the Contractor shall include in each public improvement subcontract for property or services entered into by the Contractor and a subcontractor, including a material supplier, for the purpose of performing a construction Contract, a payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public Contracting agency under such Contract, and an interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS279C.515 (2).
- Pursuant to ORS 279C.580(4), the Contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such Contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008