Overcoming Obstacles

Best Practices for Subcontractors, General Contractors, and Public Agencies

Attachments and Handouts

AGC Columbia Chapter

9450 SW Commerce Circle #200 ♦ Wilsonville, OR 97070
503-682-3363 ♦ www.agc-oregon.org
I know this is a contract price, but if a change order comes up, who is the authorized person in the field to sign our field work authorization sheet?

When would you like to have the billing in by? Would you like them mailed, emailed, or faxed?

Who is your A/P person that we will be dealing with?

Who is your A/R person that we can call to confirm they received the billing?

When it’s a prevailing wage project; who is the person to receive the reports?

What is your PO number for this project?

Reports needed:

1.
2.
3.
Subcontractor Kick-off Meeting Checklist

1. Date of Meeting: ______________________

2. Bid Package: ______________________

3. Bidding Scope of Work: ______________________

4. Subcontractor: ______________________

5. Contract Fully Endorsed:
   a. Returned Signed contract
   b. CCIP Enrolled (including 2nd tier subs)
   c. Insurance Certificates submitted and approved
   d. Public Works Bond
   e. Subguard or Bond

6. Billing Procedure:
   a. Complete Schedule of Values Form
   b. Billing Summary Sheet
   c. Partial Lien Release
   d. Certified Payroll
   e. Off-site storage Instruction
      i. Note can only bill for 80%
   f. Billings due 20th of each month
   g. Send Billing and all correspondence to:
      1769 Thompson Road
      Coos Bay, OR 97420
   h. Joint Checks Required

7. M/W/ESB participation %

8. Support of Local Contractors Businesses

9. Change Orders
   a. Review Change Order Pricing (RFP Item #27, GC Article 7)
      i. Prevailing Wage BOLI January 2011
      ii. Mark-ups (RFP Item #27, GC Article 7)
      iii. Submit hourly rates (break-out in detail to show what is included)
      iv. Estimating Rates (i.e. NECA, MCA, SMACNA)
      v. Equipment Rental Rates
   b. EWA process
      i. Use HCCo EWA form and receive CE # from HCCo prior to proceeding
      ii. HCCo Superintendent signs daily
      iii. Price EWA and include signed EWA form and send to Bill Forsythe
c. All change orders/extra work can not be billed for until HCCo has issued a MOD to your subcontract.

d. Submitting costs for RFIs and ASIs
   i. Notify by 15 days if there will be costs
   ii. 30 days submit costs or MOD will be issued as “no cost”

10. Performance Requirements
    a. Safety Program
       i. Proper PPE (review requirements for hardhats, boots, gloves, ear protection, vest, eye protection)
       ii. Procedure to prevent silica dust exposure
       iii. Drug Testing
       iv. Safety Orientation (non-productive time)
       v. Safety Meetings
          1. Every Monday 1:00 pm
          2. Subcontractor tool-box safety meeting
          3. Safety Group Leader meetings
       vi. Pre-Task Plans
       vii. Stretch & Flex
       viii. Warning Letter
    b. Employee Parking
       i. Additional parking available at CEHC, 3950 Sherman Ave.
    c. Laydown Areas
    d. Surveying
    e. Traffic Control & Flagging
    f. Temporary Electric/water
    g. Daily Diaries due by 8am day after. No exceptions.
    h. Weekly Subcontractors meeting (Have not started yet. Date and time TBD)
    i. Deliveries
       i. Deliveries to come up Sherman, continue onto Koos Bay BLVD, and turn Right onto Thompsan Rd.
       ii. Schedule major Deliveries with Hoffman (Mike Rouse or Brandon Corwin)

11. Review Scope of Work
    a. Inclusions
    b. Exclusions
    c. Alternates
    d. Project Schedule
       i. Updated project schedule monthly
       ii. 3-week look ahead schedule
    e. Lessons Learned
    f. QA/QC Expectations (mock-ups, pride in work)
       i. Working in (e) building
          1. CIPP form
          2. Infection Control
          3. Security badge
ii. Water Damage Prevention Worksheet (RFP Item #13)
iii. QA/QC Plan (RFP Item #13)
iv. Testing and Inspection Requirements
   1. Carlson Testing is the Special Inspector
   2. City and State inspections will be required depending on scope of work.
   3. Subcontractor is expected to call all inspections for their work.

g. Additional Clarification

12. Engineering
   a. HCCo Project Engineer point of Contact: ____________
   b. RFIs (RFI system, describe form)
   c. Submittals (quantity of submittals, submittal form)
   d. O & Ms, as-builts, warranties
   e. LEED requirements
      i. Not a LEED project
      ii. Incorporated Green Building techniques and strategies
   f. Coordination Requirements
      i. BIM
      ii. Coordination drawings and meetings
   g. Required Deferred Permits

13. Action Items
Post Project Review Agenda

The purpose of this post project review between ____(SUB)_______ and Hoffman Construction is to help both parties achieve a better understanding of overall performance on the project. As we finish these projects it is common to walk away and not have a true understanding of how our performance was perceived outside of our own respective companies. By identifying areas where we can improve as well as identify areas where we excelled, we will all be afforded the opportunity to achieve a better understanding of each other and make practical adjustments to how we conduct our day to day operations.

The idea of this Post Project Review is to be a completely open discussion about the project. The topics below are for assistance in navigation through discussion points which may or may not apply to this specific project. ____(SUB)_______ will plan on having the Project Superintendent, Project Manager, and General Manager present for this review meeting.

Discussion Topics

The bidding process

- Information provided to prepare the bid
- Time allowed to prepare the bid
- Was our proposal clear as to what we included, excluded & qualified?
- Was our proposal consistent with your RFP (keeping in mind that we are competitively bidding the project)?

Post bid review

- Did we provide fast response and favorable response to any come back items?
- Were any of the requests to include or exclude outside of our comfort zones?

The subcontract

- Were concerns with the subcontract brought to attention in a timely manner?
- Were any of the subcontract items or requested revisions viewed as unreasonable?
- Overall was the subcontract process easy or were there difficulties? If there were difficulties what were they?
Submittals

- Shop Drawings - Quality of the drawings. Did the detailer correctly interpret the contract drawings? Was there enough information to easily identify what we were providing?
- Approvals – Were Turn-around times adequate? Did any red-lines and notes by the approvers or Hoffman provide clear direction?
- RFI’s – Did the RFI’s submitted provide clear questions? Any comments on response times, quantity, or relevance?

Construction

- ____(SUB)____ Superintendent
  - Knowledge of the project
  - Communication of issues or tasks to ____(SUB)____ crews as well as HCCO personnel
  - Maintaining schedule and conveyance of scheduling conflicts in the weekly meetings
  - Interaction with Hoffman personnel
  - Change order / EWO preparation
  - Ability to run a safe jobsite

- ____(SUB)____ Crew
  - Safe practices
  - Interaction with others
  - Adherence to job site rules
  - Quality of the work

- ____(SUB)____ Project Management
  - Knowledge of included scope for the project
  - Control of fabrication/detailing
  - Maintaining delivery schedule
  - Change order processing and/or negotiation
  - Communication with HCCO Superintendents and Project Engineers

- HCCO Project Management
  - Change order processing and/or negotiation
  - Communication with ____(SUB)____ Project Management

- HCCO Project Superintendents
  - Communication with ____(SUB)____ Field Superintendents or Project Managers
  - Maintain a safe jobsite
  - Schedule

- HCCO Project Engineers
- Knowledge of ___(SUB)___ scope
- Assisting ___(SUB)___ Field Superintendents and Project Managers with project issues and RFI's
- Change order / EWO review and sign
- Communication with ___(SUB)___ Field Superintendents or Project Managers

* Open comments on any items not covered above

I know that at this point some of us have already moved onto the next project and I would like to personally thank everyone for taking the time out of our busy schedules to go back in time and re-visit the chain of events on this project. I look forward to our upcoming meeting and listening to all the feedback that can be offered by all that were involved.

Sincerely,
Allen Resources Group
Handouts

March 9, 2012
SB-GO! Meeting

AGC
Oregon Columbia Chapter
Associated General Contractors
WHAT WE DO

Allen Resources Group, Inc. is a Woman Owned, Native American Owned business.

Barbara Allen, President
Bryan Allen, Vice President

A mother and son family owned business

Allen Resources Group, Inc., offers client services in professional Business Coaching targeting highly effective, results driven, business development through:
• Targeted Business Development
• Obtaining federal, state, and local government contracts
• Concise marketing strategies
• Tailored individualized group training and instruction

We inspire confidence by optimizing your business goals and strive to assess and provide effective options that target and facilitate positive mission performance.

WHO WE ARE

Barbara has 20 years experience in government contracting. During the 20-year period, Barbara maintained her contracting expertise by continuously obtaining higher-level federal government contracting training meeting Federal Acquisition Regulation (FAR) requirements necessary to perform her contracting position at the Federal Dept of Transportation. Barbara worked with all small businesses, Veteran owned, Woman owned, 8(a) certified, and HUBZone certified firms. She also participated in a dedicated 6-month accelerated leadership training program for added value to her experience portfolio.

In 2007, Barbara took a position as Business Development Specialist with the Small Business Administration in Portland, Oregon, where she was not only able to continue to assist small businesses but thrived in a role that prepared businesses to meet requirements to do business with the federal, state, local governments and large businesses. Barbara provided valuable contracting training on a one-on-one basis and to large groups.

She brings with her all the background in how to obtain those contracts as well as highly effective marketing and networking skills to Allen Resources Group, Inc.!

Bryan has over 10 years experience in retail marketing, sales and office and inventory management. Bryan has managed and developed marketing strategies that have contributed to higher sales and at times surpassed the national averages for his department.

He continuously exhibits his natural talent in working with people and possesses a high level of attention to detail. He has the acute ability to assess specific needs and apply them to an individualized approach to clients and is terrific at targeting marketing strategies!

Bryan brings to Allen Resources Group, Inc. fresh and innovated talent that gives businesses a way to look ahead and beyond.

We are a great team - here for all your business needs!
Allen Resources Group, Inc. has applied for program certification:

Washington’s OM/WBE
Oregon’s DBE, MBE/WBE, and ESB

NAICS CODES:

NAICS 541611
Administrative Management and General Management Consulting Services

NAICS 541613
Marketing Consulting Services

Professional business coaches focused on your business development!

Woman owned
Native American owned

Barbara Allen
President
Bryan Allen
Vice President

Applying for certifications:
WA and OR DBE, WBE, ESB

NAICS: 541611, 541613

Allen Resources Group, Inc.
15002 NE 47th Street
Vancouver WA 98682

Phone: 360.524.2043
Email us at:
Barbara@AllenRG.com
Bryan@AllenRG.com
ARE YOU READY TO DO BUSINESS
WITH THE FEDERAL GOVERNMENT?

IF GOVERNMENT PROCUREMENT IS RIGHT FOR YOUR SMALL BUSINESS, BEGIN TAKING ACTION BY
MEETING THE REQUIREMENTS

CONTRACTING CHECKLIST

Initial steps:

- Take advantage of SBA’s online courses and access to local counselors. If you’re interested in doing
  business with the government, you’ll need to have a thorough understanding of government contracting and
  working with government agencies. To help you gain this valuable knowledge, SBA provides several free online
  training courses. The instruction is self-paced, easy to use and understand, with each course taking about 30
  minutes to complete.

  Small Business Training and Local Counseling & Mentoring may be found at:
  http://www.sba.gov/services/training/onlinecourses/training_atc_sbtc.html

- Go to your local Small Business Development Center (SBDC). The SBDCs deliver business counseling,
  training classes, & seminars. The program is sponsored by the SBA in partnership with the higher education
  community and the private sector. To find an SBDC near you: http://www.bizcenter.org/

Next steps – STATE BUSINESS REGISTRY:

- Oregon Secretary of State/Business Registration Services: http://www.filinginoregon.com/

- Washington Secretary of State/Business Registration Services: http://www.secstate.wa.gov/corps/

- Apply for DUNS and TIN numbers [a FREE service for Federal Government Contractors]

  DUN & BRADSTREET (DUNS): 1.866.705.5711
  TIN: http://www.businessmart.com/businesses-for-sale/oregon/apply-for-tax-id-number-online.php

REQUIREMENTS for Doing Business with the FEDERAL Government:

- Identify your North America Industry Classification System (NAICS) is the standard used by Federal
  statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing
  statistical data related to the U.S. business economy: http://www.census.gov/naics/

- Register in the CENTRAL CONTRACTOR REGISTRY (CCR) and the associated Dynamic Small Business
  Search database. Central Contractor Registration (CCR) is the official, FREE on-line registrant database for
  the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency
  acquisition and award missions. You do not need to pay to register in CCR. http://www.ccr.gov/

- SELF CERTIFY your firm through ONLINE REPRESENTATION AND CERTIFICATION (ORCA). ORCA is
  an e-Government Initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the
  paper based Representations and Certifications (Reps and Certs) process. Access to ORCA is located on CCR’s
  Quick Links or at: http://orca.bpn.gov/

CCR and ORCA registrations are the two requirements necessary to do business
with the federal government.
**State Registrations:**


**SBA’s HUBZone PROGRAM:**

- SBA’s Historically Underutilized Business Zones (HUBZone) Program stimulates economic development. The HUBZone program helps small businesses in urban and rural communities gain preferential access to federal procurement opportunities. These preferences go to small businesses that obtain HUBZone certification in part by employing staff (35%) who live in a HUBZone. The company must also maintain a "principal office" in one of these specially designated areas. Go to: [http://www.sba.gov/hubzone](http://www.sba.gov/hubzone)

**SBA’s Table of Small Business Size Standards:**

- SBA has established numerical definitions, or "size standards," for all for-profit industries. A size standard, which is usually stated in number of employees or average annual receipts, represents the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business for SBA and federal contracting programs. The definition of “small” varies by industry. Go to: [http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf](http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf)

**MARKET SEARCH**

*Once you have identified your customers, researched their requirements, and understand the government’s procurement regulations, it is time to market your product or service, perhaps the most important step in winning those contracts!*

**Check out US Government (Federal) procurement Web sites.**

- Become familiar with Federal Business Opportunities (FedBizOpps) and search for federal contract opportunities: [https://www.fbo.gov](https://www.fbo.gov)

- Search for Subcontracting Opportunities (SUB-NET) For some small businesses, subcontracting to a Prime Vendor is a great way to “get a foot in the door” of government contracting. In this arrangement, you can provide goods or services that support a larger initiative that you couldn’t handle on your own. And it’s a great way to gain valuable experience! Go to (use Search): [http://web.sba.gov/subnet/search/index.cfm](http://web.sba.gov/subnet/search/index.cfm)

**Check out OREGON State’s Procurement Assistance programs:**


**Check out WASHINGTON State’s Procurement Assistance programs:**


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**ALLEN RESOURCES GROUP, INC.**  
Barbara Allen – [Barbara@AllenRG.com](mailto:Barbara@AllenRG.com)  
Bryan Allen – [Bryan@AllenRG.com](mailto:Bryan@AllenRG.com)  
360.524.2043
Oregon University System
Handouts

March 9, 2012
SB-GO! Meeting

AGC Oregon Columbia Chapter
Associated General Contractors
Roles in Capital Construction

- **Campus Role:**
  - Develop campus plans, concepts for new facilities needed to meet mission
  - Work with campus leadership on projects for Board consideration

- **Oregon University System Role:**
  - Consolidate 7 Campus Capital Project Plans into 10-Year Capital Plan
  - Prioritize requests using Board approved criteria
  - Review self-supporting projects for completeness
  - Submit Board approved requests for Governor’s and Legislature’s consideration
  - Work with State Treasurer or others to sell bonds or otherwise assist in financing projects
Increasing Legislative Scrutiny

- OUS Projects and bond funding are receiving increased scrutiny
  - Concerns about increases in cost of attendance
  - Concerns about price per square foot of our projects compared to other private projects
  - Concerns about State's and institutional debt capacity
  - Changes in perspective: State's role in economic development

- This scrutiny leading to delays in getting projects approved or in projects being denied
Comparison of OUS' Capital Budget over last three Biennia

- The Legislature approved the following capital budgets for OUS over last three biennia:
  - **2007-09 - $561,352,478**
    - $233.5M funded by State
  - **2009-11 - $713,259,182**
    - $261.4M funded by State
  - **2011-13 - $359,078,371**
    - $134.9M funded by State
Capital Construction Retainer Program


- PCC has become a "Participating Agency" and can use Contracts in accord with their rules.

- Retainer Contracts can be used for capital construction and maintenance projects up to $1 million.

- $33,000,000 spent by OUS institutions through the Retainer Program in FY11.
Capital Construction Bidding Methods
(*including retainer projects)

- Contracting authority: OAR 580-063-0030

- Projects with:
  - Direct contract cost < $25k can be directed to any licensed, commercial contractor
  - Total expected contract cost of < $50K can be directly awarded to any firm on OUS retainer list deemed capable of performing the work
  - Total expected contract cost between $50K-$500k require invitation to bid issued to minimum of 3 firms on OUS retainer list, including at least 2 MWESB firms, if available
OUS Bidding Methods (including retainer projects) continued...

- **Projects with:**
  - Total expected contract cost of between $500k-$1M requires notice to all firms on OUS retainer list via [www.ous.edu/bid](http://www.ous.edu/bid) (section for retainer program opportunities only)
  - Total expected cost of $1M or more must be authorized by Legislature depending on funding sources. Retainer Program may not be used for these projects. All opportunities posted on [www.ous.edu/bid](http://www.ous.edu/bid)
MWESB Initiatives

- Increasing utilization of MWESB firms is a priority of the State Board of Higher Education.

- Recent Policy Changes

  1) Required outreach to certified firms on certain Retainer Program projects

  2) Required Management Plans for all CM/GC projects—must account for 10% of available points.

  3) New data reporting standards for all capital construction projects, includes subcontractor data
Questions?

- Thank you for your support and quality work on our campuses over the years!

- For more information contact Ian Best, OUS Contracts Manager

  - ian_Best@ous.edu*
  - 503-725-5770

(*email preferred)
OUS Upcoming and Ongoing Capital Projects

OUS and PSU/OSU:
- Collaborative Life Sciences. GC: JE Dunn. Subcontracting opportunities available. Contact Suzanne Donaldson of Donaldson Enterprises

OSU
- Sackett Exterior Upgrade RFP
- 26th & Western Improvement: advertise next week
- Hinsdale Wave Flume Cart RFP
- Sub-bidding for the Basketball Practice Facility CM/GC: advertises next week

PSU
- Blumel hall project. Will be bidding in the next few weeks for GC. Estimated value ~$5 million.
OUS Retainer Program Overview

1. Introduction
The Oregon University System’s (OUS) Office of Contracting and Purchasing administers the Capital Construction Retainer Program. The Retainer Program is used by the following Oregon institutions to contract for construction related services and professional consulting projects under $1,000,000: Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, University of Oregon, Western Oregon University, and Portland Community College.

The Retainer Program consists of two databases of firms who have signed uniform two year contracts to provide one of the following: 1) Construction Related Services (to provide labor and materials); and 2) Professional Consulting Services for capital construction projects (there are various categories within Professional Consulting Services, but the majority of the firms on this database are architects and engineers).

2. Requirements
Firms may participate in the Retainer Program by responding to the online Request for Proposal (RFP) in accord with the guidelines stated in the RFP. Firms must also meet the following requirements for each contract.

Construction Related Services
- Contractors must have and maintain a valid Construction Contractors Board (CCB) license.
- Contractors must be able to obtain appropriate insurance coverage dependent on the size of the project at the time of an award for specific work.
- Contractors must be able obtain both payment and performance bonds for projects greater than $100,000.

Professional Consulting Services
- Consultants must be registered to transact business in the State of Oregon.
- Consultants must hold all required licenses/certificates applicable for the duration of the contract.
- Consultants must be able to obtain and hold adequate insurance coverages for any period of time they are actually providing services under this contract.
- Consultants must have five consecutive years of business experience providing professional services in the applicable discipline.

3. Application
1) Construction Related Services (contract effective July 1, 2012). The Construction Related Services RFP will be posted to the following site by April 16, 2012: https://secure.ous.edu/bid/. The posting will direct contractors to the required forms and include a PDF copy of the RFP.

2) Professional Consulting Services (contract effective February 1, 2013). The RFP will be posted in Fall 2012 to the following website: https://secure.ous.edu/bid/. Online applications will be accepted at that time.

4. More Information
Please visit the following website for more information: http://www.ous.edu/about/bid/retainer, or contact Ian Best, OUS Contracts Manager at Ian.Best@ous.edu 503-725-5770.
<table>
<thead>
<tr>
<th>Institution</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oregon University System</td>
<td>Hillary Bounds</td>
<td>503.725.5775</td>
<td><a href="mailto:Hillary_Bounds@ous.edu">Hillary_Bounds@ous.edu</a></td>
</tr>
<tr>
<td></td>
<td>Ian Best</td>
<td>503-725-5770</td>
<td><a href="mailto:Ian_Best@ous.edu">Ian_Best@ous.edu</a></td>
</tr>
<tr>
<td>Eastern Oregon University</td>
<td>Carol Franks</td>
<td>541.962.3020</td>
<td><a href="mailto:cfranks@eou.edu">cfranks@eou.edu</a></td>
</tr>
<tr>
<td></td>
<td>Lara Moore</td>
<td>541.962.3368</td>
<td><a href="mailto:lmoore@eou.edu">lmoore@eou.edu</a></td>
</tr>
<tr>
<td>Oregon Institute of Technology</td>
<td>George Marlton</td>
<td>541.885.1225</td>
<td><a href="mailto:George.marlton@oit.edu">George.marlton@oit.edu</a></td>
</tr>
<tr>
<td>Oregon State University</td>
<td>Kelly Kozisek</td>
<td>541-737-2067</td>
<td><a href="mailto:Kelly.kozisek@oregonstate.edu">Kelly.kozisek@oregonstate.edu</a></td>
</tr>
<tr>
<td></td>
<td>Lori Fulton</td>
<td>541-737-4625</td>
<td><a href="mailto:Lori.fulton@oregonstate.edu">Lori.fulton@oregonstate.edu</a></td>
</tr>
<tr>
<td>Portland State University</td>
<td>David Hobbs</td>
<td>503.725.4325</td>
<td><a href="mailto:hobbsd@pdx.edu">hobbsd@pdx.edu</a></td>
</tr>
<tr>
<td></td>
<td>Cate Antisdel</td>
<td>503-725-4326</td>
<td><a href="mailto:Antisdel@pdx.edu">Antisdel@pdx.edu</a></td>
</tr>
<tr>
<td>Southern Oregon University</td>
<td>Drew Gilliland</td>
<td>541.552.6233</td>
<td><a href="mailto:gilliland@sou.edu">gilliland@sou.edu</a></td>
</tr>
<tr>
<td></td>
<td>Mark Gibbons</td>
<td>541.552.6574</td>
<td><a href="mailto:gibbonsm@sou.edu">gibbonsm@sou.edu</a></td>
</tr>
<tr>
<td>University of Oregon,</td>
<td>Darin Dehle</td>
<td>541-346-2282</td>
<td><a href="mailto:ddehle@uoregon.edu">ddehle@uoregon.edu</a></td>
</tr>
<tr>
<td></td>
<td>Debora Massahos</td>
<td>541-346-2102</td>
<td><a href="mailto:Massahos@uoregon.edu">Massahos@uoregon.edu</a></td>
</tr>
<tr>
<td>Western Oregon University</td>
<td>Stan Hagen</td>
<td>503.838.8174</td>
<td><a href="mailto:hagens@wcu.edu">hagens@wcu.edu</a></td>
</tr>
</tbody>
</table>
ATTACHMENT I to Retainer Contract RFP
REQUIRED INFORMATION FORM

Please complete each Section of this form completely.

I. General Information:

<table>
<thead>
<tr>
<th>Company Legal Name</th>
<th></th>
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<tbody>
<tr>
<td>Street Address</td>
<td></td>
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<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
</tbody>
</table>

E-mail address (Important OUS emails will be sent to this address—please adjust your email spam filters accordingly)

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Fax Number</td>
<td></td>
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</tbody>
</table>

| Construction Contractor’s Board License Number (Required) |  |
| OR Secretary of State Business Registration Number (Required) |  |
| Federal Tax Identification Number (Required) |  |
| DEQ Asbestos Abatement License Number (Required to Provide Abatement Services) |  |
| Landscape Contractor’s Board License Number (Required to provide Landscape work) |  |

<table>
<thead>
<tr>
<th>Business Designation (check one):</th>
<th></th>
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<tbody>
<tr>
<td>Corporation</td>
<td>□</td>
</tr>
<tr>
<td>Government/Non-Profit</td>
<td>□</td>
</tr>
<tr>
<td>Limited Liability Company</td>
<td>□</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>□</td>
</tr>
<tr>
<td>Partnership</td>
<td>□</td>
</tr>
<tr>
<td>Sole Proprietorship</td>
<td>□</td>
</tr>
</tbody>
</table>

Please indicate if your company is an Oregon Disadvantaged Business Enterprise (DBE), Emerging Small Business (ESB), Minority Business Enterprise (MBE), or Women Business Enterprise (WBE).

| DBE | # | ESB | # | MBE | # | WBE | # |

II. Contractor Experience:

<table>
<thead>
<tr>
<th>1. Has your company been in the construction related service business for at least 5 years? (If “No” please answer question number 2.)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

| 2. If your company has not been in business for 5 consecutive years, but your principals/owners do have 5 consecutive years of experience, please provide the prior experience of each principal/owner below. |  |
| Name of Employer of each Principal/Owner | Time Period | Type of experience |  |
### III. Ability to Respond:

1. Check the Oregon geographical areas in which you are willing to work:
   - [ ] All OUS sites within Oregon
   - [ ] Corvallis
   - [ ] La Grande
   - [ ] Other miscellaneous sites
   - [ ] Eugene
   - [ ] Monmouth
   - [ ] Ashland
   - [ ] Klamath Falls
   - [ ] Portland

   Please check one box for each option.

2. Are you willing to provide quotations and to respond to work requests within a reasonable amount of time, generally one to two weeks?
   - [ ] Yes
   - [ ] No

### IV. Legal Compliance:

1. Have you read the Request for Proposals for Construction Related Services?
   - [ ] Yes
   - [ ] No

2. Do you understand the conditions and requirements as outlined in the Request for Proposals?
   - [ ] Yes
   - [ ] No

3. If selected, are you willing to sign the Retainer Contract exactly as written? (The terms of the retainer Contract are not negotiable).
   - [ ] Yes
   - [ ] No

4. Will you comply with the following?

   a. Bureau of Labor and Industry (BOLI) prevailing wage rates
   - [ ] Yes
   - [ ] No

   b. Federal and State regulatory requirements
   - [ ] Yes
   - [ ] No

   c. State and Local Building Codes
   - [ ] Yes
   - [ ] No

   d. National Fire Protection Association Rules and Regulations (when relevant)
   - [ ] Yes
   - [ ] No

5. Has your company ever obtained a performance and payment bond for a project (you will be required to obtain one for all projects over $100,000)?
   - [ ] Yes
   - [ ] No

6. Is your company eligible to obtain a performance and payment bond (you will be required to obtain one for all projects over $100,000)?
   - [ ] Yes
   - [ ] No

7. What is the maximum amount of your company’s individual project performance bond capacity (required for all projects over $100,000)?
   - $

8. What dollar range of contract work is your firm willing to undertake (may not exceed $1,000,000):
   - $ to $

### V. Insurance Coverage:

1. If awarded work on a project, will you be able to provide proof of the required insurance coverages listed below (exact amounts to be included in Supplement)?

   a. Workers Compensation
   - [ ] Yes
   - [ ] No

   b. Commercial General Liability
   - [ ] Yes
   - [ ] No

   c. Commercial Automobile Liability
   - [ ] Yes
   - [ ] No

---

RFP for Construction Related Services – Required Information Form
d. Professional Liability (required for Design-Build projects)  

e. Pollution Liability (required for Asbestos, Mold, Lead, Silica Abatement projects)  

2. Do your current Insurance limits meet or exceed the required limits associated with this contract as stated in the OUS Retainer Contract General Conditions?  

3. Is your company willing and capable of attaining the insurance coverage associated with this contract as stated in the OUS Retainer Contract General Conditions?  

4. What are your current Commercial General Liability insurance limits?  
   Per Claim  
   Per Occurrence  

5. What are your current Automobile Liability limits?  
   Per Claim  
   Per Occurrence  

6. Are you able to comply with Section G.3.4.4 of the OUS Retainer Contract General Conditions?  
   Yes  NO  

VI. Safety:  

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. If requested, will you provide a copy of your company’s OR-OSHA 200 log for the prior three (3) years?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Has your company had any OSHA citations in the last three (3) years?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide detail of the citation(s) (continue on an attached sheet if necessary):</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VII. Contracting with other State of Oregon Public Agencies:  

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. If selected, are you willing to perform work for other State of Oregon Participating Agencies within the Retainer Contract program?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VIII. References:  
List Four (4) Commercial Projects and References for those Commercial Projects Completed in the Last Two Years:  

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Dollar Value</th>
<th>Customer</th>
<th>Customer Contact</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Mailing Address</td>
<td>City</td>
<td>State</td>
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<thead>
<tr>
<th>Project Name</th>
<th>Dollar Value</th>
<th>Customer</th>
<th>Customer Contact</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Mailing Address</td>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

RFP for Construction Related Services – Required Information Form
### IX. PROPOSED SERVICES

Check only those trade services provided directly by your firm. Sub-contracting on Retainer Contracts is only allowed for work bid out under the category of "General Contracting." At the discretion of the OUS, firms may be removed from a service category that they do not directly provide.

<table>
<thead>
<tr>
<th>Abatement Services</th>
<th>Site Work</th>
<th>Electrical</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Asbestos,</td>
<td>□ Demolition</td>
<td>□ Lighting</td>
</tr>
<tr>
<td>□ Lead,</td>
<td>□ Site Preparation &amp; Excavation</td>
<td>□ Electric</td>
</tr>
<tr>
<td>□ Mold</td>
<td>□ Paving &amp; Surfacing</td>
<td>□ Electrical Equipment/Gear</td>
</tr>
<tr>
<td>□ Silica Abatement</td>
<td>□ Underground Utilities</td>
<td>□ Fire Alarm Systems</td>
</tr>
<tr>
<td></td>
<td>□ Landscaping</td>
<td>□ Access Controls</td>
</tr>
<tr>
<td></td>
<td>□ Traffic Coatings</td>
<td>□ Security/Intrusion Systems</td>
</tr>
<tr>
<td></td>
<td>□ Site Furnishings</td>
<td>□ Data/Telephone Communications Systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Building Controls</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Concrete</th>
<th>Metals</th>
<th>Special Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Concrete Formwork</td>
<td>□ Metal Fabrications</td>
<td>□ Pre-Eng. Structures, Tanks, Tank</td>
</tr>
<tr>
<td>□ Concrete Reinforcement</td>
<td>□ Flashing &amp; Sheet Metal</td>
<td>Covers, Filtration Equipment</td>
</tr>
<tr>
<td>□ Cast-In-Place Concrete</td>
<td>□ Miscellaneous Metals</td>
<td>Utility Control Systems</td>
</tr>
<tr>
<td>□ Pre-cast Concrete</td>
<td>□ Metal Framing (Heavy Gauge Framing)</td>
<td>□ Security Access &amp; Surveillance</td>
</tr>
<tr>
<td>□ Flatwork/sidewalks/slabs</td>
<td></td>
<td>□ Renewable Energy Systems</td>
</tr>
<tr>
<td>□ Concrete Finishing (Grinding, Polishing, Sealing, etc.)</td>
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</table>

<table>
<thead>
<tr>
<th>Wood &amp; Plastics</th>
<th>Doors &amp; Windows</th>
<th>Specialties</th>
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</thead>
<tbody>
<tr>
<td>□ Rough Carpentry</td>
<td>□ Metal Doors &amp; Frames</td>
<td>□ Visual Display Boards,</td>
</tr>
<tr>
<td>□ Finish Carpentry</td>
<td>□ Wood &amp; Plastic Doors</td>
<td>Compartments &amp; Cubicles</td>
</tr>
<tr>
<td>□ Casework</td>
<td>□ Entrances &amp; Storefronts</td>
<td>□ Louvers &amp; Access Flooring</td>
</tr>
<tr>
<td></td>
<td>□ Metal Windows</td>
<td>□ Lockers, Partitions &amp; Storage</td>
</tr>
<tr>
<td></td>
<td>□ Wood &amp; Plastic Windows</td>
<td>Shelving</td>
</tr>
<tr>
<td></td>
<td>□ Hardware</td>
<td>□ Seismic Upgrade Applications</td>
</tr>
<tr>
<td></td>
<td>□ Glazing</td>
<td></td>
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<tr>
<td></td>
<td>□ Louvers</td>
<td></td>
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<tr>
<td></td>
<td>□ Skylights</td>
<td></td>
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<tr>
<td></td>
<td>□ Curtain Wall Systems</td>
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<table>
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<tr>
<th>Finishes</th>
<th>Equipment</th>
<th>Thermal &amp; Moisture Protection</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Lath, Plaster &amp; Gypsum Board</td>
<td>□ Food Services</td>
<td>□ Waterproofing &amp; Dampproofing</td>
</tr>
<tr>
<td>Furnishings</td>
<td>Conveying Systems</td>
<td>Masonry</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Manufactured Casework</td>
<td>Dumbwaiters</td>
<td>Unit Masonry</td>
</tr>
<tr>
<td>Window Treatments</td>
<td>Elevators</td>
<td>Stone</td>
</tr>
<tr>
<td>Furniture &amp; Accessories</td>
<td>Lifts</td>
<td>Masonry Restoration</td>
</tr>
<tr>
<td>Multiple Seating</td>
<td>Material Handling Systems</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hoists &amp; Cranes</td>
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<table>
<thead>
<tr>
<th>Mechanical</th>
<th>Incidental Services</th>
<th>Other</th>
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<tbody>
<tr>
<td>Pipe &amp; Plumbing</td>
<td>Scaffolding</td>
<td>General Contracting</td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Signage</td>
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<tr>
<td>Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC</td>
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</tbody>
</table>

- Tile
- Terrazzo
- Acoustical Treatment
- Wood Flooring
- Resilient Flooring/Carpet
- Painting & Wall Coverings
- Ceilings
- High Performance Coatings

- Industrial & Process Equipment
- Laboratory Equipment
- Medical Equipment
- Audio/Visual Equipment

- Insulation & Fireproofing
- Shingles & Roofing Tiles
- Membrane Roofing
- Metal Roofing & Siding

RFP for Construction Related Services – Required Information Form
PROPOSER SIGNATURE PAGE

TAX LAWS AND NON-DISCRIMINATION CERTIFICATION

After completing the online Construction Related Services Required Information Form:

1) Download a copy of this Proposer Signature Page; sign the Proposer Signature Page and upload this Signature Page to the OUS Retainer Application website where indicated as part of your online application.

A complete Required Information Form and signed Signature Page must be received for the Proposal to be complete. INCOMPLETE PROPOSALS WILL BE REJECTED.

By the signature below of its authorized representative, Contractor acknowledges having read and understood the Request for Proposals for Construction Related Services. Contractor certifies that all the information provided on the Construction Related Services Required Information Form is true to the best of its knowledge, and that if awarded the Contract, agrees to be bound by its terms and conditions and by the representations made in this Proposal. This Construction Related Services Required Information Form will become part of the Retainer Contract and any misrepresentations found in the information provided on this form will result in termination of the Retainer Contract. Contractor certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certificate of Compliance with Tax Laws

I, the undersigned,
(Check one) □ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax Laws.
□ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Signature: __________________________ Date: ______________
Name: ______________________________ Title: ______________
Company Name: ______________________
REQUEST FOR PROPOSALS

Construction Related Services Retainer Contract

ISSUE DATE: April 17, 2012
CLOSING DATE: June 8, 2012
CLOSING TIME: 5:00 PM Pacific Time
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<td>Exhibit C – Sample Retainer Contract Supplement Amendment</td>
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<td>Exhibit D – Sample Participating Agency Retainer Contract Supplement</td>
<td>24</td>
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<tr>
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</tbody>
</table>
INTRODUCTION

The Oregon University System ("OUS"), on behalf of its seven member institutions (Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, University of Oregon, and Western Oregon University, each an "Institution" and, collectively, the "Institutions"), is seeking proposals from qualified contractors ("Proposers") to enter into Retainer Contracts with OUS to provide construction related services to OUS and its Institutions ("Proposals"). Successful Proposers (each a "Contractor") must be able to furnish the labor, materials, equipment, components, supplies, and supervision necessary to provide construction related services for future, and currently undetermined, renovation and improvement projects ("Work").

Contractors will be eligible to bid on Work contracted through the OUS Retainer Program for Construction Related Services ("Retainer Program"). Retainer Contracts will be maintained electronically (in the Retainer Program database) for the duration of the Contract term and will remain available for use by the Institutions in accordance with the terms of this RFP. Certain contracting opportunities for construction related services are only available to Contractors in the Retainer Program.

For any Work valued at $1,000,000 or less, the OUS or an Institution may contact Contractors from the Retainer Contract database to quickly execute a supplementary agreement to the Retainer Contract stating the scope of Work and price term ("Supplement"). Prior to the execution of any Supplement, Contractors will be asked to demonstrate that they have complied with the insurance and bonding sections of the OUS General Conditions for Retainer Contracts (Attachment II) and this RFP. Each Supplement may contain additional terms specific to the Work, be modified through the use of Supplemental Retainer Contract General Conditions, or be altered through use of an amendment ("Amendment"). Contractors may be awarded multiple Supplements during the Contract term. However, Contractors are not guaranteed Work and may not be issued a Supplement as participants in the Retainer Program.

Capitalized terms used, but not defined, in this RFP or the OUS General Conditions for Retainer Contracts, have the meanings set forth in Oregon Administrative Rule ("OAR") Chapter 580, Divisions 61 and 63.

SERVICES SOUGHT

Service categories sought are listed on Appendix A. Proposals will be accepted online as set forth in Section III. Proposers must check only those service categories in the online Required Information Form that the Proposer contracts to perform directly. Sub-contracting of Work performed pursuant to a Retainer Contract will only be allowed if a Contractor is awarded a contract which is classified under the category of "General Contracting." At the discretion of OUS, Contractors may be removed from inclusion in the Retainer Program for service categories that they do not directly perform.
Section II – RETAINER CONTRACT INFORMATION

CONTRACT TERM

Successful Proposers will be eligible to sign a Retainer Contract, stating the terms and conditions between OUS and the Contractor. Retainer Contracts will become effective on the date which is the latter of July 1, 2012 or the date a Retainer Contract is fully executed by the parties (the “Effective Date”), and shall remain effective through June 30, 2014. The period of time between the Effective Date and the Termination Date constitutes the term of the Retainer Contract (the “Term”).

SELECTION TO PROVIDE WORK

Contractors will be selected to perform Work in accordance with OUS rules. Factors for selection include: price, experience, past performance, insurance capacity, bonding capacity, personnel assigned to the project, availability, and ability to meet the Institution’s schedule for completion of the Work. The following procedures will be utilized to select Contractors for Work based on the total anticipated project price, which includes all contemplated Supplements and Amendments:

a) Projects $50,000 or less – Institutions may contact and negotiate directly with Contractors who have executed Retainer Contracts.

b) Projects $50,000.01 to $500,000 – Institutions shall invite a minimum of three Contractors who have executed Retainer Contracts to submit a bid. Institutions may also post a solicitation document on the OUS Business Opportunities website (http://secure.ous.edu/bid) as a subcontractor bidding opportunity. This solicitation document shall contain the list of selected Contractors, with contact information, that are bidding on the Work. Contractor selection will be based on the invited Contractors’ responses to criteria included in the solicitation document.

c) Projects $500,000.01 - $1,000,000 – Institutions will post a solicitation document on the OUS Business Opportunities website (https://secure.ous.edu/bid/). All Contractors with valid Retainer Contracts are welcome to bid. Selection shall be based on the criteria described in the solicitation document.

At their discretion, Institutions may solicit bids from more Contractors than indicated above or at a lower threshold than stated above.

PROOF OF INSURANCE REQUIRED PRIOR TO SUPPLEMENT EXECUTION

Contractors will not be required to furnish proof of insurance upon execution of Retainer Contracts. However, it shall be a condition precedent to the effectiveness of each Supplement awarded that Contractor provide proof of insurance in accordance with the OUS General Conditions for Retainer Contracts (unless modified by Retainer Supplemental General Conditions). Insurance requirements pertaining to any specific Supplement may be adjusted at the Institution’s sole discretion, but any such adjustments pertain only to that Supplement and do not modify the requirements of the Retainer Contract with regard to any other Supplement.

PROOF OF PERFORMANCE AND PAYMENT BOND PRIOR TO SUPPLEMENT EXECUTION

Performance and payment bonds shall be required for Supplements valued at $100,000 or greater. Institutions, at their sole discretion, may require performance and payment bonds for Supplements where the value of the Work is $100,000 or less. The bonds must be purchased for the specific project and proof
of purchase must be provided on the form furnished by the Institution prior to commencement of any Work and as a condition precedent to any payment due by the Institution to the Contractor.

**LICENSING REQUIREMENTS**

Contractors must be licensed with the Construction Contractor’s Board (“CCB”) at the time of Proposal submission and for the Term of the Retainer Contract. Landscape Contractors may provide a Landscape Contractor’s Board (“LCB”) license number in lieu of a CCB license number at the time of Proposal submission. LCB licenses must also remain effective for the Term of the Retainer Contract. If Contractor’s CCB or LCB license becomes inactive during the Term of the Retainer Contract, Institutions may suspend Work according to the terms of the OUS General Conditions for Retainer Contracts. Further, Contractors with inactive CCB or LCB licenses cannot be awarded a Supplement until the CCB or LCB restores the active status of the license. Proposers seeking to perform asbestos abatement Work must provide in their Proposal, and maintain for the Term of the Retainer Contract, a valid license number issued by the Oregon Department of Environmental Quality under ORS 468A.720. All Work shall be performed by appropriately licensed and certified workers and technicians.

**LEGAL REQUIREMENTS**

Contractors must be registered to transact business in the State of Oregon and hold valid State of Oregon Business Registry Number at the time of Proposal submission and for the Term of the Retainer Contract. Contractors will be expected to perform Work in conformance with all applicable laws and regulatory requirements, state and local building codes, and National Fire Protection Association Rules and Regulations. Contractors must comply with the prevailing wage rates set by the Bureau of Labor and Industries, when applicable. All Work will require appropriate plan reviews and permits from local permitting authorities having jurisdiction over the Work.

**PROJECT DESIGN**

Projects may be designed by the Institution or by design consultants retained by the Institution. Drawings and specifications for each project will be available prior to any project solicitation request. In some situations, it will be the Contractor’s responsibility to complete the design. In such cases, the Contractor will provide drawings and specifications for review and approval, and obtain proper authorization from the Institution prior to commencing any Work.

**PARTICIPATING AGENCIES**

Units of local or state government (“Participating Agencies”) may enter into an agreement with OUS to utilize OUS Retainer Contracts. Where applicable, the term “Institution” shall include Participating Agencies. Contractors must indicate whether they are willing to provide Construction Related Services to Participating Agencies on the Required Information Form. The same terms and conditions of the Retainer Contract will apply when used by Participating Agencies, except as detailed in Section 6 of the Retainer Contract (attached to this RFP as Exhibit A).

**MWESB**

OUS encourages Proposals from Minority, Women and Emerging Small Business enterprises, as such terms are defined in ORS 200.005 and certified pursuant to ORS 200.055 (“MWESB”). Any Contractor certified by the State of Oregon as MWESB that includes their valid certification number in the RIF will be noted as such within the Retainer Program database. OUS policies require Institutions to conduct outreach specifically targeted to MWESB firms.
Section III – PROPOSAL SUBMISSION

INSTRUCTIONS

Proposers must read this RFP, including the accompanying documents attached in Section VI, carefully. By submitting a Proposal in response to this RFP, Proposer acknowledges that they have read, understand and agree to comply with all the provisions of this RFP.

After reading the RFP, Proposers must complete the online Required Information Form here: https://secure.ous.edu/retainer/ContractorRIF. At the conclusion of the Required Information Form, Proposers will be presented with the option to electronically sign the Proposer Signature Page or manually sign and upload a hard copy of the Proposer Signature Page. Proposals are not complete until the Proposer Signature Page has been signed electronically or manually signed and uploaded and the Proposer has received an email from OUS confirming receipt. No hard-copy Proposals or promotional materials will be accepted. Incomplete proposals will be rejected.

PROPOSAL DUE DATE

OUS will accept Proposals online until the Closing Date and Time. Any Proposal received by the Closing Date and Time will be evaluated, and if accepted, will have a Retainer Contract with an Effective Date of July 1, 2012. Contractors are not able to bid on Work until the Effective Date of their Retainer Contract.

QUESTIONS AND INQUIRIES

The OUS Department of Contracting and Purchasing will be your sole point of contact during this RFP process. Responses to inquiries are for clarification purposes only and in no way alter or amend this RFP. All correspondence pertaining to this RFP should be appropriately addressed to the OUS per the contact information below:

Ian Best, OUS Contracts Manager
Telephone: (503) 725-5770
Email: RetainerProgram@ous.edu *Email preferred

[Intentionally left blank.]
Section IV – EVALUATION CRITERIA

Proposals will be evaluated for completeness, clarity, and compliance with this RFP. Complete Proposals will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposers will be awarded Retainer Contracts if their Proposals meet the following requirements of this RFP:**

a) *Complete Proposal.* Proposers must comply fully with the instructions provided in this RFP. Proposers must provide complete and accurate information on the Required Information Form and submit a signed Proposer Signature Page (electronically signed or signed and uploaded).

b) *Insurance Coverage.* Proposers must answer all insurance questions on the Required Information Form and agree that, upon issuance of a Supplement, they shall maintain the insurance required by the OUS General Conditions for Retainer Contracts (unless modified by Retainer Supplemental General Conditions). Proof of insurance coverage is not required until a Supplement is awarded.

c) *Bonding.* Proposers must verify on the Required Information Form that, upon issuance of a Supplement for a project valued over $100,000, or upon Institution request for projects valued at less than $100,000, they shall obtain both a performance bond and a payment bond.

d) *Licensing and Legal Compliance.*

Each successful Proposal must furnish the following:

1. A valid CCB license number at the time of Proposal submission (those Proposers seeking to provide landscape services may provide a LCB license number in lieu of a CCB license number); and
2. A valid Oregon Business Registry Number demonstrating Proposer is registered to transact business in the State of Oregon; and
3. A valid Federal Tax Identification Number; and
4. A valid Oregon Department of Environmental Quality license number for those Proposers seeking to perform asbestos abatement Work.

Additionally, each successful Proposer must agree to:

5. Comply with the prevailing wage rates set by the Bureau of Labor and Industries, when applicable; and
6. Adhere to all Federal and state regulatory requirements, state and local building codes, and National Fire Protection Association Rules and regulations.

e) *Contractor Experience.* Proposer’s completed Required Information Form must indicate that Proposer has been in business for a minimum of 5 years prior to Proposal submission, or demonstrate that the principals/owners of Proposer’s company have a minimum of five consecutive years of experience providing services in the service categories indicated in Proposer’s completed Required Information Form. Proposals with fewer than five years of experience will be considered at the sole and absolute discretion of OUS.

f) *References.* Proposer’s completed Required Information Form must include no fewer than four commercial projects completed within the past two years. Proposals with fewer than four commercial projects will be considered at the sole and absolute discretion of OUS.

g) *Ability to respond.* Proposers must verify their willingness to respond to a request for services within a reasonable time, generally one to two weeks.
Section V – RETAINTER CONTRACT AWARD
AND PROPOSAL REJECTION

PROPOSAL EVALUATION

An OUS representative will evaluate each Proposal to determine whether it satisfies the criteria set forth in Section IV of this RFP.

CONTRACT AWARD

OUS will name the apparent successful Proposers in a “Notice of Intent to Award” email sent to successful Proposers. The Notice of Intent to award email will include a Retainer Contract for signature as an attachment.

ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

The terms of the Retainer Contract are not negotiable. Proposers must sign and return the Retainer Contract with no alterations. Failure of selected Proposers to sign and return a Retainer Contract within ten calendar days of receipt may result in cancellation of the award. This time period may be extended at the sole and absolute discretion of OUS.

REJECTION OF PROPOSALS

OUS reserves the right to reject any Proposal that does not comply with the administrative, contractual, or technical requirements of this RFP. If a Proposal is unclear, Proposers may be asked to provide written clarification or the Proposal may be rejected. Proposals that do not include all required Proposal content may be rejected at the sole and absolute discretion of OUS. OUS reserves the right to reject any or all Proposals, if such rejection would be in the public interest as determined by OUS.

REJECTION; APPEAL

Rejected Proposers shall be notified in a “Rejection of Proposal” letter emailed to Proposer and shall be given seven calendar days from the date on the “Rejection of Proposal” letter to file a written protest of award, pursuant to OAR 580-061-0145. Any protest must be emailed to the Director of Contracting and Purchasing at: RetainerProgram@ous.edu. A decision will be issued by OUS within a reasonable time from the date of receipt. The decision of the OUS Director of Contracting and Purchasing shall be final.

[Intentionally left blank.]
Section VI – GENERAL RFP PROVISIONS

OAR Chapter 580, Divisions 61 and 63 govern the OUS capital construction procurement processes.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing Date and Time, provided that a written request is received by the OUS Department of Contracting and Purchasing prior to the Closing Date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Protests of Specifications: Protests or requests for changes to RFP terms must be received in writing via email to RetainerProgram@ous.edu by April 23, 2012. Protests or requests for changes may not be faxed. Protests or requests for changes to RFP terms shall include the reason for the protest or request for change and any proposed changes to the terms. The purpose of this requirement is to permit OUS to correct, prior to Proposers’ submission of Proposals, RFP terms or technical requirements that may be unlawful or improvident or which might unjustifiably restrict competition. OUS will consider all requested changes and, if appropriate, amend this RFP.

3. Addenda: If any part of this RFP is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (https://secure.ous.edu/bid/). Proposers are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. By submitting a Proposal, each Proposer thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information. Responses to inquiries are for clarification purposes only and in no way alter or amend this RFP. Only addenda issued by OUS shall modify this RFP.

4. Public Records: If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following (bold) legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemptions from disclosure apply "unless the public interest requires disclosure in the particular instance." However, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to Oregon Public Records Law.

5. Investigation of References: The OUS reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees.

Despite its right to investigate all Proposer references, the OUS is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by the OUS in regards to the use of references, will not be considered grounds for protest.

6. RFP Preparation Costs: OUS will not be liable for costs incurred by Proposers in preparation of their Proposals.

7. Clarification and Clarity: The OUS reserves the right to seek clarification of each Proposal or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal initially be submitted in the most complete, clear, and favorable manner possible.

8. Cancellation: The OUS reserves the right to cancel or postpone this RFP at any time or to award no Retainer Contract.
9. **Communication Blackout Period.** Except as called for in this RFP, no Proposer may communicate with any OUS employee or representative outside of the OUS Contracting and Purchasing Office regarding this RFP until evaluation of the Proposals are complete. No records will be available for public examination and no information or opinions concerning the ultimate outcome of this RFP will be released to anyone outside OUS during Proposal evaluation. Additional information may be requested by the OUS during Proposal evaluation.

10. **Clerical Errors in Awards.** The OUS reserves the right to correct inaccurate awards resulting from its clerical errors.

11. **Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP. Any terms contained in Proposals that conflict with or modify the terms of this RFP and sample contract are expressly rejected.

[Intentionally left blank.]
Section VII – ADDITIONAL CONTRACT DOCUMENTS AND TERMS

ATTACHMENT I

The Construction Related Services online Required Information Form including the Proposer Signature Page (Attachment I) are available online here: https://secure.ous.edu/bid/opportunities/177.

ATTACHMENT II

The OUS General Conditions for Retainer Contracts and Supplemental Retainer General Conditions (Attachment II) are posted online here: https://secure.ous.edu/bid/opportunities/177.

[Intentionally left blank. Exhibit A on next page.]
Exhibit A
OUS RETAINER CONTRACT
FOR CONSTRUCTION RELATED SERVICES

This Retainer Contract, effective upon the last signature of a party to it, is between:

“Contractor”:

and “Owner”:

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon University System
PO Box 751
Portland, Oregon 97207-0751
(p) 503-725-5770
RetainerProgram@ous.edu

(each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Owner issued certain Solicitation Documents inviting construction firms to provide construction related services to Owner or its seven member institutions (Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, University of Oregon, and Western Oregon University, each an “Institution” and, collectively, the “Institutions”); and

WHEREAS, Owner having received and evaluated the responses to the Solicitation Documents, now desires to award a Retainer Contract to Contractor;

WHEREAS, Contractor desires to provide construction related services to Owner; and

WHEREAS, Contractor is willing and able to directly perform the types of construction related services stated in Contractor’s response to the Solicitation Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound agree as follows:

AGREEMENT

1. INCORPORATION OF TERMS AND DOCUMENTS

Contractor agrees to provide construction related services (“Work”) to Owner in accordance with Contractor’s completed Construction Related Services Required Information Form and signed Proposer Signature Page included as Attachment I; and with OUS General Conditions for Retainer Contracts (the “OUS Retainer General Conditions”), dated as of __________________ and included as Attachment II, all attached hereto and incorporated herein by this reference. Capitalized terms
not otherwise defined in this Retainer Contract shall have the meanings ascribed to them in the OUS Retainer General Conditions.

2. WORK

Owner may request Work of Contractor pursuant to Contract Documents for specific projects (each, a “Project”) throughout the Term (as defined below) of the Contract. Upon receipt of such a request (each such request, a “Request”), Contractor may respond to the Request for specific Work, as defined in the Request. Contractor’s response shall state fixed-price or a maximum not-to-exceed price for the Work, in accordance with the Request, this Retainer Contract and the conditions of the Project.

Upon Owner’s election to award a Project to Contractor, the scope and cost of the Work with regard to each such specific Project will be specified in a written Retainer Contract Supplement (each, a “Supplement”) and a Notice to Proceed may be issued. Each such Supplement shall be incorporated into the Contract Documents upon full execution thereof. From time to time, Owner and Contractor may elect to amend a Supplement by way of an amendment to the Supplement (each such amendment, an “Amendment”). Each such Amendment shall be incorporated into the Contract Documents upon full execution thereof.

Contractor’s Work shall comply with the Contract Documents and Applicable Laws and shall be performed in accordance with the professional skill, care, and standards of other professionals performing similar work under similar conditions.

3. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

Contractor acknowledges and agrees that Owner does not warrant or guarantee that any Work will be requested or authorized under this Retainer Contract. No Work shall be undertaken by Contractor pursuant to this Retainer Contract without a fully executed Retainer Contract Supplement, detailing the specific Work associated with a Project.

4. COMPENSATION

Owner agrees to compensate Contractor for Work in accordance with the Contract Documents. If Contractor is to be compensated on a time and materials basis, Contractor shall provide Owner with a listing of wage rates, material unit costs, and overhead charges for the Project in Contractor’s response to Owner’s Request for Work.

Maximum compensation for all Work, including professional fees, subcontractor fees and reimbursable expenses, under any Retainer Contract Supplement to this Retainer Contract shall not exceed the greater of $1,000,000 or the maximum allowable under OAR 580-063-0030.

Pursuant to ORS 305.385 and OAR 150-305-100 and as a condition precedent to Owner’s obligation to make any payment due Contractor under this Retainer Contract, Contractor shall provide Owner with its Social Security or federal employer identification number, as applicable.

5. TERM AND TERMINATION
The term of this Retainer Contract (the “Term”) shall commence on the full execution hereof and shall expire on June 30, 2014. In addition to Owner’s rights provided in the OUS Retainer General Conditions, Owner may terminate this Retainer Contract immediately upon discovery that information set forth in Attachment I is no longer true or is false or misleading.

6. PARTICIPATING AGENCIES

Pursuant to ORS 190.110, units of local or state government (“Participating Agencies”) may enter into an agreement with Owner to utilize OUS Retainer Contracts. If Contractor agrees to perform services for Participating Agencies in Attachment I, the same terms and conditions of the Retainer Contract shall apply when used by Participating Agencies except:

1) The Participating Agency shall be solely liable to Contractor for payment for Work performed;

2) In the event a dispute arises between the Participating Agency and Contractor, the Participating Agency and Contractor shall agree that Owner is not a party to the dispute and shall not be named as a party unless required by law.

3) Owner shall not be liable in the event that Participating Agencies fail to follow applicable procurement procedures.

4) Participating Agencies shall issue “Participating Agency Retainer Contract Supplements” and “Participating Agency Retainer Contract Supplement Amendments” using forms provided by Owner and in compliance with terms of this Retainer Contract. The term “Supplement” in this Retainer Contract shall also refer to any Participating Agency Retainer Contract Supplement.

5) The Participating Agencies may require additional terms and conditions. Any additional terms and conditions proposed by the Participating Agency shall be included in the Supplement, and shall be subject to approval by OUS, in its sole and absolute discretion.

6) To the extent required by Applicable Laws, a Participating Agency shall substitute the State of Oregon General Conditions for Public Improvement Contracts (the “State General Conditions”) for the OUS Retainer General Conditions as one of its Contract Documents. Regardless of whether the OUS General Retainer General Conditions or the State General Conditions apply to a Supplement, the term “Owner” in the applicable general conditions shall mean the Participating Agency, and those Contract Documents shall be subject to approval by OUS, in its sole and absolute discretion.

7. PERFORMANCE AND PAYMENT BONDS

Contractor shall provide to Owner a performance bond and a separate payment bond in accordance with the OUS Retainer General Conditions for each separate scope of Work, pursuant to a Supplement in the amount of the Contract Price. Receipt of such bonds by Owner shall be a condition precedent to the effectiveness of any Supplement and to any payment due Contractor under such Supplement.
8. PAYMENTS

Contractor shall submit applications for payment and Owner shall make payments for Work completed by Contractor in accordance with the OUS Retainer General Conditions.

9. INSURANCE

For each Retainer Contract Supplement executed under this Retainer Contract, Contractor shall maintain in full force, at its own expense, and for the duration of the Project, any and all insurance required by the Contract Documents.

10. OWNERSHIP OF WORK PRODUCT

Any Plans, Specifications, reports, or other materials required to be delivered by Contractor pursuant to a Retainer Contract Supplement, whether completed, partially completed or in draft form (the "Work Product") shall be the exclusive property of Owner. Owner and Contractor intend that such Work Product be deemed "work made for hire" under 17 U.S.C. §101, as amended, of which Owner will be deemed the author. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Owner all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Owner may reasonably request or require in order to fully vest such rights in Owner. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Sec. 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If applicable, Contractor will comply with Applicable Laws governing patents, copyrights, licenses and trademarks and will pay all required fees to the holders thereof. Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless the State of Oregon, Owner, Institutions, and their respective members, agents and employees of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to patent, license, copyright, and trademark infringements arising out of the actions of Contractor, its subcontractors, agents, and employees.

11. AMENDMENTS

Any change to the terms and conditions of this Retainer Contract shall be made only upon a fully executed written Supplement or Amendment.

12. NOTICES

Except as otherwise expressly provided in this Retainer Contract, any notice required or permitted to be given under this Retainer Contract shall be given in writing and shall be delivered (a) by personal delivery, (b) by email, or (c) by mail (postage paid) to Contractor or Owner at the address or number set forth on the first page of this Retainer Contract or to such other address as either Party may from time to time specify in writing to the other Party. To be
effective against Owner, such email transmission must be confirmed by telephone at the number
set forth in the first page of this Retainer Contract. Any communication or notice so addressed
and mailed will be deemed to be given five (5) days after mailing. Any communication or notice
by personal delivery will be deemed to be given when actually delivered.

13. LICENSING; LEGAL CAPACITY TO CONDUCT BUSINESS

Contractor shall be licensed to do business in the State of Oregon and shall continuously
maintain all licenses required by Applicable Laws for the operation of its business or
performance of the Work under this Retainer Contract throughout the Term. Contractor shall
demonstrate its legal capacity to do business and perform the Work in the State of Oregon before
entering into any Retainer Contract Supplement.

14. APPLICABLE LAW; JURISDICTION AND VENUE

This Retainer Contract, as it may from time to time be amended, shall be governed and construed
in accordance with the laws of the State of Oregon without regard to principles of conflicts of
law. Any claim, action, or suit between Owner and Contractor that arises out of or relates to
performance of this Retainer Contract shall be brought and conducted solely and exclusively
within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if
any such claim, action, or suit may be brought only a federal forum, it shall be brought and
conducted solely and exclusively within the United States District Court for the District of
Oregon. In no way shall this Section 14 be construed as a waiver by Owner of any form of
defense or immunity, whether it is sovereign immunity, governmental immunity, immunity
based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from
any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS
RETAINER CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION
OF SAID COURTS.

15. TAX LAW COMPLIANCE

Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6),
that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws
described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax
imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317,
318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and
local taxes administered by the Oregon Department of Revenue under ORS 305.620.

16. EXECUTION AND COUNTERPARTS

This Retainer Contract and any Supplement or Amendment hereto may be executed in several
counterparts, each of which shall be an original, all of which shall constitute but one and the
same instrument.

17. SEVERABILITY

If any term or provision of the Contract Documents is declared by a court of competent
jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and
provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract Documents did not contain the particular term or provision held to be invalid.

18. MERGER CLAUSE

THIS RETAINER CONTRACT, TOGETHER WITH THE OTHER CONTRACT DOCUMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS RETAINER CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS RETAINER CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS RETAINER CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS HEREOF, the Parties have duly executed this Retainer Contract as of the dates indicated below.

Signature Date

Print Name

Title

State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon University System, Owner

Date

Hillary Bounds, Director of Contracting and Purchasing

Date
Exhibit B
RETAINER CONTRACT SUPPLEMENT
OUS RETAINER CONTRACT FOR CONSTRUCTION RELATED SERVICES

Supplement No.
Project Name
Owner’s Project Manager

This Retainer Contract Supplement dated (the “Supplement”) is entered into between:

“Contractor”:

Federal Tax ID No.

and “Owner”: The State of Oregon, acting by and through the State Board of Higher Education, on behalf of:

(collectively, the “Parties”) pursuant to the Retainer Contract for Construction Related Services between the Parties terminating June 30, 2014 (the “Retainer Contract”). Capitalized terms have the meaning defined in the OUS Retainer General Conditions unless otherwise defined in the Retainer Contract or herein.

1. DESCRIPTION OF THE PROJECT. The project to which this Supplement pertains is described as follows: (the “Project”).

2. WORK TO BE PERFORMED. Contractor shall perform the following work on the Project: (the “Work”). Contractor will perform the Work according to the terms and conditions of this Supplement and the Contract Documents, which are incorporated herein by this reference.

3. SCHEDULE. Contractor shall perform the Work according to the following schedule: (the “Schedule”).

4. COMPENSATION. Owner shall compensate Contractor for Work □ (a) in the firm, fixed-price amount of $ ; or □ (b) on a time and materials basis subject to a maximum not-to-exceed price of $ ; in accordance with the requirements of the OUS Retainer General Conditions. If the Work is performed on a time and materials basis, Contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

The cost of the Work under this Supplement, even if this Supplement is later amended to include
additional work, must not exceed the greater of $1,000,000 or the maximum allowable under OAR 580-063-0030.

5. TERM. This Supplement is effective on the date it has been signed by every Party hereto and all approvals required by Applicable Law have been obtained (the "Effective Date"). No Work shall be performed or payment made prior to the Effective Date. Contractor shall perform its obligations in accordance with the Contract Documents, unless this Supplement is earlier terminated or suspended.

6. PERFORMANCE AND PAYMENT BONDS. The performance and payment bond requirements for this Project are as follows (check one of the following):

☐ As a condition precedent to the effectiveness of this Supplement and to Owner’s obligation to make payment for the Work, Contractor shall provide the Owner with a performance bond and a separate payment bond in a sum equal to the Contract Price stated in Section 4 of this Supplement.

☐ This Project has a Contract price of $100,000 or less, and Owner has determined that performance and payment bonds will not be required for this Project.

7. MINIMUM WAGE RATES.

☐ Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed $50,000.

☐ Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than $50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the OUS Retainer General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, _____, 20__, as amended ______, 20__ [delete “as amended _____, 20__” if there have been no amendments since last rate change], which can be downloaded at the following web address:

[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml]

The Work will take place in ________ County, Oregon.

8. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.
9. INSURANCE REQUIREMENTS.

☐ Contractor shall comply with and obtain the insurance coverage amounts stated in the OUS Retainer General Conditions.

☐ The Owner has determined that the Contractor shall obtain insurance in the amount described in the Retainer Supplemental General Conditions, attached hereto.

10. KEY PERSONS. ☐ If checked here, the following provision is incorporated into this Supplement:

The Parties agree that certain Contractor personnel are specifically valuable to the Project ("Key Persons"). Key Persons shall not be replaced during the Project without the written consent of Owner, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Owner shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Owner, Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Owner’s written consent in accordance with this Section. The Key Persons for this Project are the following:

Project Executive: ________________ shall be Contractor’s Project Executive, and will provide oversight and guidance throughout the Project term.

Project Manager: ________________ shall be Contractor’s Project Manager and will participate in all meetings throughout the Project term.

Job Superintendent: ________________ shall be Contractor’s on-site Job Superintendent throughout the Project term.

Project Engineer: ________________ shall be Contractor’s Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

11. OTHER TERMS. Except as specifically modified by this Supplement, all terms of the Retainer Contract remain unchanged.

12. EXECUTION AND COUNTERPARTS. This Supplement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Contractor hereby confirms and certifies that the representations, warranties, and certifications contained in the Retainer Contract remain true and correct as of the Effective Date of this Supplement.

IN WITNESS WHEREOF, the Parties have duly executed this Supplement as of the dates indicated below.
The State of Oregon, acting by and through the State Board of Higher Education, on behalf of

By: ____________________________
Title: __________________________
Date: __________________________

, Contractor

By: ____________________________
Title: __________________________
Date: __________________________

, Owner
Exhibit C
RETAINER CONTRACT SUPPLEMENT AMENDMENT
OUS RETAINER CONTRACT FOR CONSTRUCTION
RELATED SERVICES

Supplement No.: 
Amendment No.: 
Project Name: 

This Amendment dated to the Retainer Contract Supplement is entered into between:

“Contractor”:

Federal Tax ID No.

and “Owner”:
The State of Oregon, acting by and through the State Board of Higher Education, on behalf of:

(collectively the “Parties”) pursuant to the Retainer Contract for Construction Related Services between the Parties expiring June 30, 2014 (the “Retainer Contract”). Capitalized terms have the meaning defined in the OUS Retainer General Conditions unless otherwise defined in the Contract Documents.

1. SERVICES: The Work described in the Retainer Contract Supplement is being amended as follows:

2. SCHEDULE. The schedule contained in Section 3 of the Retainer Contract Supplement is hereby replaced in its entirety with the following schedule:

3. COMPENSATION. Section 4 of the Retainer Contract Supplement, is hereby replaced in its entirety with the following:

“Owner will compensate Contractor for Work □ (a) in the firm, fixed-price amount of $ ; or □ (b) on a time and materials basis subject to a maximum not-to-exceed price of $ ; in accordance with the requirements of the OUS Retainer General Conditions. If the Project is done on a time and materials basis, Contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

The total cost of Work including the original amount contemplated in the Supplement and the additional amount contemplated in this Amendment, must not exceed the greater of $1,000,000 or the maximum allowable under OAR 580-063-0030.”
4. **TERM.** This Amendment is effective on the date it has been executed by the Parties and all required approvals have been obtained (the "Effective Date"). No Work will be performed or payment made prior to the Effective Date.

5. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

6. **EXECUTION AND COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Contractor hereby confirms and certifies that the representations, warranties and certifications contained in the Retainer Contract and the Retainer Contract Supplement remain true and correct as of the Effective Date of this Amendment.

IN WITNESS HEREOF, the Parties have duly executed this Amendment as of the dates indicated below.

, Contractor

The State of Oregon, acting by and through
the State Board of Higher Education, on
behalf of , Owner

By: ___________________________ By: ___________________________

Title: ___________________________ Title: ___________________________

Date: ___________________________ Date: ___________________________
Exhibit D
PARTICIPATING AGENCY RETAINER CONTRACT SUPPLEMENT
OUS RETAINER CONTRACT FOR CONSTRUCTION RELATED SERVICES

Supplement No.
Project Name

This Participating Agency Retainer Contract Supplement dated (the “Supplement”) is entered into between:

“Contractor”:

Federal Tax ID No.

and “Participating Agency”:

(collectively, the “Parties”) and is subject to the terms and conditions of the Retainer Contract between Contractor and the Oregon University System (“OUS”) terminating June 30, 2014 (the “Retainer Contract”). Capitalized terms have the meaning defined in the OUS Retainer General Conditions unless otherwise defined in the Contract Documents.

1. DESCRIPTION OF THE PROJECT. The project to which this Supplement pertains is described as follows: (the “Project”).

2. WORK TO BE PERFORMED. Contractor shall perform the following work on the Project (the “Work”). Contractor will perform the Work according to the terms and conditions of this Supplement and the Contract Documents, which are incorporated herein by this reference.

☐ If checked here, the Participating Agency has elected to incorporate the State of Oregon General Conditions for Public Improvement Contracts in the Retainer Contract and this Participating Agency Retainer Contract Supplement in lieu of the OUS Retainer General Conditions as permitted under Section 3 of the Retainer Contract, and the Work shall be performed in accordance with the State of Oregon General Conditions for Public Improvement Contracts.

3. SCHEDULE. Contractor will perform the Work according to the following schedule: (the “Schedule”).

4. COMPENSATION. The Participating Agency shall compensate Contractor for Work ☐ (a) in the firm, fixed-price amount of $ ; or ☐ (b) on a time and materials basis subject to a maximum not-to-exceed price of $ ; in accordance with the requirements of the
OUS Retainer General Conditions. If the Work is performed on a time and materials basis, Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

The Participating Agency shall be solely responsible for payment for Work performed under this Supplement. In the event a dispute arises between the Participating Agency and Contractor, the Participating Agency and Contractor agree that OUS is not a party to the dispute and will not be included in the dispute in any way, unless required by law. OUS is not a party to this Supplement and shall not be responsible for ensuring that the Participating Agency follows applicable procurement procedures.

The cost of the Work under this Supplement, even if this Supplement is later amended to include additional work, must not exceed the greater of $1,000,000 or the maximum allowable under OAR 580-063-0030.

5. TERM. This Supplement is effective on the date it has been signed by every Party hereto and all approvals required by Applicable Law have been obtained (the “Effective Date”). No Work shall be performed or payment made prior to the Effective Date. Contractor shall perform its obligations in accordance with the Contract Documents, unless this Supplement is earlier terminated or suspended.

6. PERFORMANCE AND PAYMENT BONDS. The performance and payment bond requirements for this Project are as follows (check one of the following):

☐ As a condition precedent to the effectiveness of this Supplement and to Participating Agency’s obligation to make payment for the Work, Contractor shall provide the Participating Agency with a performance bond and a separate payment bond in a sum equal to the Contract Price stated in Section 4 of this Supplement.

☐ This Project has a Contract price of $100,000 or less, and the Participating Agency has determined that performance and payment bonds will not be required for this Project.

7. MINIMUM WAGE RATES.

☐ Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Participating Agency-contracted Work does not exceed $50,000.

☐ Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Participating Agency-contracted Work is more than $50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the OUS Retainer General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, ___, 20_, as amended ___, 20_ [delete “as amended ___, 20_” if there have been no amendments since last
rate change], which can be downloaded at the following web address:
[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml]

The Work will take place in ______ County, Oregon.

8. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

9. INSURANCE REQUIREMENTS.

☐ Contractor shall comply with and obtain the insurance coverage amounts stated in the OUS Retainer General Conditions.

☐ The Participating Agency has determined that the Contractor shall obtain insurance in the amount described in the Retainer Supplemental General Conditions, attached hereto.

10. KEY PERSONS. ☐ If checked here, the following provision is incorporated into this Supplement:

The Parties agree that certain Contractor personnel are specifically valuable to the Project (“Key Persons”). Key Persons shall not be replaced during the Project without the written consent of Participating Agency, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Participating Agency shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Participating Agency, Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Participating Agency’s written consent in accordance with this Section. The Key Persons for this Project are the following:

Project Executive: ________________________ shall be Contractor’s Project Executive, and will provide oversight and guidance throughout the Project term.

Project Manager: ________________________ shall be Contractor’s Project Manager and will participate in all meetings throughout the Project term.

Job Superintendent: ____________________ shall be Contractor’s on-site Job Superintendent throughout the Project term.

Project Engineer: ________________________ shall be Contractor’s Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

11. OTHER TERMS. Except as specifically modified by this Supplement, all terms of the
Retainer Contract remain unchanged and apply to the Work.

12. EXECUTION AND COUNTERPARTS. This Supplement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Contractor hereby confirms and certifies that the representations, warranties and certifications contained in the Retainer Contract remain true and correct as of the Effective Date of this Supplement.

IN WITNESS HEREOF, the Parties have duly executed this Supplement on the dates indicated below.

, Contractor

By: ___________________________  By: ___________________________
Title: __________________________  Title: ___________________________
Date: __________________________  Date: ___________________________
Exhibit E
PARTICIPATING AGENCY
RETAINER CONTRACT SUPPLEMENT AMENDMENT
OUS RETAINER CONTRACT FOR CONSTRUCTION
RELATED SERVICES

Supplement No.
Amendment No.
Project Name

This Amendment dated entered into between:

to the Participating Agency Retainer Contract Supplement is

the "Contractor":

Federal Tax ID No.

and the "Participating Agency":

(collectively, the "Parties") pursuant to the Retainer Contract between the Parties expiring June 30, 2014 (the "Retainer Contract"). Capitalized terms have the meaning defined in the OUS Retainer General Conditions unless otherwise defined in the Contract Documents.

1. ADDITIONAL WORK: The Work described in the Retainer Contract Supplement is being amended as follows:

2. SCHEDULE. The schedule contained in Section 3 of the Participating Agency Retainer Contract Supplement is hereby replaced in its entirety with the following schedule:

3. COMPENSATION. Section 4, Compensation, of the Participating Agency Retainer Contract Supplement, is replaced with the following:

"Participating Agency will compensate Contractor for Work [ ] (a) in the firm, fixed-price amount of $ ______ ; or [ ] (b) on a time and materials basis subject to a maximum not-to-exceed price of $________; in accordance with the requirements of the OUS Retainer General Conditions. If the Project is done on a time and materials basis, Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

The total cost of Work including the original amount contemplated in the Supplement and the additional amount contemplated in this Amendment, must not exceed the greater of $1,000,000 or the maximum allowable under OAR 580-063-0030."

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The Participating Agency shall be solely responsible for payment for Work performed under this Amendment. In the event a dispute arises between the Participating Agency and the Contractor, the Participating Agency and the Contractor agree that OUS is not a party to the dispute and will not be included in the dispute in any way, unless required by law. OUS is not a party to this Supplement and shall not be responsible for ensuring that the Participating Agency follows applicable procurement procedures.

4. TERM. This Amendment is effective on the date it has been executed by the Parties and all required approvals have been obtained (the “Effective Date”). No Work will be performed or payment made prior to the Effective Date.

5. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

6. EXECUTION AND COUNTERPARTS. This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

The Contractor hereby confirms and certifies that the representations, warranties and certifications contained in the Retainer Contract and the Participating Agency Retainer Contract Supplement remain true and correct as of the Effective Date of this Amendment.

IN WITNESS HEREOF, the Parties have duly executed this Amendment as of the dates indicated below.

, the Contractor

By: ____________________________
Title: __________________________
Date: __________________________

, the Participating Agency

By: ____________________________
Title: __________________________
Date: __________________________
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<td><strong>Finishes</strong></td>
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<td><strong>Furnishings</strong></td>
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<td>□ Manufactured Casework</td>
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<td>□ Window Treatments</td>
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<td>□ Furniture &amp; Accessories</td>
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POLICY OVERVIEW

What does our Sustainable Purchasing and Social Equity policy apply to?
- Sustainability considerations are integrated into all purchases over $5,000
  - Goods and Services
  - Bids & Quotes
  - Proposals
  - Prior to making a purchase, County buyers take into account sustainability considerations. These considerations are integrated into specifications and evaluation criteria
  - Requires mandatory evaluation criteria to be included in proposal procurements.

When is the mandatory evaluation criteria used?
- For proposal procurements 25% of total evaluation points must be reserved for Sustainable Purchasing, Social Equity, and Healthcare.
  - 10% to Sustainability
  - 10% to Social Equity
  - 5% to Healthcare and other benefits

How does the County use the Sustainable Purchasing Checklist?
- The County Department making the purchase must complete a checklist for each procurement over $5,000.
- You can view the checklists from the Sustainable Purchasing website: www.multcopurch.org/green
- The completed sustainable purchasing checklist is submitted to Purchasing, with the procurement request, in order to receive a procurement number.
- It is expected that the checklist is referred to in the planning process and used to guide the specification development.

How did the intermediate process change?
Intermediate Procurement Rule change: MWESB
- Must solicit at least 3 MWESB vendors, if available (previously only one MWESB vendor was required).

SUSTAINABLE VENDOR BUSINESS PRACTICES
The County seeks to do business with vendors that share the County's values of community and environmental stewardship. Depending on the industry or line of business, there are certain practices
that can reduce negative impacts associated with the way a vendor operates. Consider the business type associated with the vendor (manufacturer, distributor, retailer, service provider etc) and identify the key environmental impacts from this type of operation, and then incorporate criteria related to best practices for sustainability related to reducing those impacts. We hope that our vendors will see this as an opportunity to be innovators and join Multnomah County in being sustainability leaders.

**Energy conservation measures**

*e.g* LED or energy efficient lighting, power management settings on their computers, motion sensor lighting.
The County may ask you to describe your firm's energy plans, or ask for specific practices that are specific to your industry.

**Renewable energy use**

*e.g* Purchasing renewable energy, installing solar panels or wind turbines.
You may be asked to provide details of any renewable energy you use, or offset programs they you are involved in.

**Water conservation measures**

*e.g* Low flow toilets, faucet aerators, rainwater collection, process efficiencies.
Water conservation practices can be broad or very specific depending on the industry. Think about your business and where their impacts may be and describe how you are attempting to reduce those impacts or how you are able to conserve water and reduce costs.

**Waste management and waste reduction**

*e.g* Recycling plans, composting, reuse programs, packaging reduction.
The County is interested in how your firm reduces waste in its operations and what your waste management plans look like. You may be asked to provide a copy of your waste management plans or reporting functionality.

**Alternative fuels and transportation**

*e.g* Biodiesel, electric vehicles, bicycles, rail.
Sustainable transportation plans have financial and environmental benefits for you as our vendor and for the community in general. You may be asked what your firm does, or plans to do in terms of your transportation plans.

**Sustainable purchasing**

*e.g* Does the vendor buy goods with recycled content, support local businesses or avoid toxic chemicals?
Just as the County is concerned with the things it buys and who it buys them from, the County wants its vendors to be just as mindful. You may be asked if your firm has any sustainable purchasing strategies and you may be asked to provide a copy of the policy.

**Fair trade and fair labor practices**
The County may ask you about your firm’s fair trade and labor practices (The County would prefer that vendors not support sweatshops, choose responsible suppliers, ensure chain of custody, apply a code of conduct etc).

**Community engagement and support for underserved populations**
You may be asked to provide details of their community engagement activities and support for underserved populations (recruiting, business partners etc)

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**SUSTAINABILITY IN THE SERVICES BEING PROVIDED**

As Departments develop the scope of work, they will be thinking about the materials, supplies and processes involved in provision of the service and impacts that could be addressed. This could include considering the facilities themselves that are being used for housing services, the waste management plan for events or housing facilities, the types of vehicles being used to transport clients, or the type of materials used to present trainings.

For example: Sustainability in Residential Services could include restricting asthma triggering cleaning chemicals, implementing energy conservation practices, and implementing a composting program. Some of these considerations will be better suited to program design and scope of work. In this case you could then design evaluation criteria based on those specifications. Transportation (i.e. fuel efficient vehicles; route optimization; idling restrictions)

**Transportation**
*(i.e. fuel efficient vehicles; route optimization; idling restrictions)*
Does your firm use fuel efficient vehicles (percentage of their fleet, phase-in plan)?
How does your firm maintain its fleet (washing, servicing, and replacement, environmentally preferred fluids such as oil, anti-freeze etc)?
How does your firm address emissions reduction (low emission fuels, diesel engine retrofit devices, EPA standards, idling restrictions)?
These options can include: hybrid or alternative fuel vehicles, carpooling, route optimization, video and teleconferencing, no-idling policies and more. If your firm will be delivering near schools or libraries, you may consider idling policies. Perhaps you have one hybrid vehicle that could be used for all meetings to County facilities.

**Energy Conservation**
*(i.e. energy management plan; using energy efficient appliances; purchasing energy efficient materials)*
When operating facilities, energy efficiency is an easy way to reduce operating costs and use less electricity. Efficient facilities can have power management settings for appliances and electronics, optimized settings for heating and cooling (HVAC), and building management policies for lighting. This is an easy win-win for you as the provider and for the County.

**Water conservation**
(i.e. water conservation practices, using water conserving products; landscaping plan)
Do facilities have laundry or kitchen facilities?
Are there low-flow faucets, showerheads and toilets?
How are the landscapes maintained- are the sprinklers on when it’s raining?

The scope of County requirements could include one or a combination of restroom water, landscaping water, kitchen water, lighting, HVAC, commuter and appliance use, and more depending on the nature of the service.

**Waste Management and Reduction**
(i.e. recycling plan; composting program; buying in bulk)
Managing waste can apply to packaging, meeting supplies, training materials, meals and refreshments, limits on giveaways and more; and can also include recycling and composting plans to help the County reduce the waste generated from this procurement.

If there will be significant waste generated, you may want to consider providing waste management and diversion practices and reporting. This can include electronic processes or solutions that minimize the use of paper, fossil fuels and other resources/products. Consider email, electronic document sharing, electronic invoicing, reusable tote programs, packaging reduction and more.

**Janitorial/Green Cleaning**
(i.e. green cleaning plan; recycled content paper products; LEED based cleaning standards)
Janitorial services in the buildings where the service takes place should be considered: for the sake of clients and facility staff. Chemicals in cleaning products can trigger asthma, cause skin irritation, cause respiratory issues and many other negative health impacts. In addition, many cleaning products can pollute waterways. There are many resources for green cleaning. The USGBC’s LEED High Performance Green Cleaning standard is a good start. There is a concern that green products are more expensive; sometimes this is true. The County may prohibit certain chemicals allowing your firm to work within your budget.

**NOTE:** If cleaning is a significant portion of the contracted service(s), Departments are asked to consider including green cleaning specifications in the scope of work and then use the evaluation criteria to establish the proposers' experience and proposed plans for green cleaning. This could
include prohibiting certain chemicals rather than requiring the use of green cleaning products. This may depend on your service type and the needs of the population(s) being served.

**Indoor air quality**

(i.e. green cleaning products; prohibiting asthma triggering chemicals; using low VOC paints and solvents)

The County would like to ensure that populations receiving County services are not adversely affected by indoor air quality issues resulting from the provision of services. Asthma and other respiratory issues can be aggravated by many chemicals. The County may prohibit known asthma triggering chemicals or request less toxic alternatives. Consider how you can offer products and practices could be less harmful.

**Recycled Content**

(i.e. purchasing products with Post Consumer Recycled content including paper and plastic products)

Does your firm consider sustainability when buying the materials and supplies needed to provide services? Are there items that might have an impact on the clients or community? Does your firm buy recycled content paper and other products? Buying products made from recycled content helps reduce natural resource extraction and supports recycling industries (ensuring that there are jobs and recycling services available to our community).

**Medical supplies**

(i.e. PVC free; mercury free; waste management; less toxic products)

Often unknowingly, hospitals, clinics and service providers may purchase items that are toxic to workers or patients, or have serious environmental impacts. The County is interested in less toxic and products in provision of health services. For more information, Healthcare Without Harm provides excellent guidance.

http://www.noharm.org/us_canada/issues/purchasing/resources.php

PVC plastic (also known as vinyl) is the most commonly used plastic in medical devices such as IV bags and tubing, and it has been used in a wide variety of other applications in the health care setting, such as disposable gloves, curtains and flooring. Unfortunately, this type of plastic creates a number of environmental health risks.

There are two key problems associated with PVC:

- **Dioxin**, a known human carcinogen, can be formed during the manufacture of PVC, and during the incineration or burning of PVC products.
- **DEHP**, a phthalate used to soften PVC plastic that can leach from PVC medical devices, is linked to reproductive birth defects and other illnesses.

Other considerations could include; washable or recyclable vs. disposable gowns and other “linens”, recycled content paper products, and latex free gloves.

**PRODUCT SPECIFICATIONS (For goods)**
The County wants to purchase goods and services that will reduce the impacts on human health and the environment across the entire supply chain, such as: resource extraction, production, manufacturing, labor practices, transportation, storage, handling, packaging, redistribution, and end of life.

Departments are asked to integrate sustainability into the product specifications themselves. The County is interested in ways that a product could be better or use less energy, whether it could be reusable instead of a disposable, or if it can be made with less toxic materials.

**Product Durability and Reusability**
Avoiding disposable items (single use)
Reusable components or features (e.g. rechargeable batteries)
Consider the life of the product. How long will you need it, will it last, and can you find a more durable alternative? A more durable item may cost more upfront, but you will save money by not replacing it as often.

**Resource Efficiency and Conservation**
Energy efficient options – e.g. Energy Star models, power saving modes, LED lighting
Water efficient options – e.g. Low flow toilets, faucet aerators, auto sensor
Products made from recycled materials – e.g. Recycled plastics, paper, metals
See PCRB Rule 46-0320 Preference for Recycled Materials
What impacts will using the product/s have on the environment or total cost of owning the product/s?

**Waste Prevention and Reduction**
Products that do not require hazardous disposal.
Items that are recyclable in local facilities and/or can be remanufactured.
Sustainable packaging options – e.g. supplier take back, reduced packaging, and recyclable packaging
Consider the waste and disposal impacts. It costs less to recycle, so will this purchase have lingering costs?

**Toxics Reduction**
Low emission products and less toxic alternatives.
Consider the impacts the goods will have on human and environmental health.
Who will be using the products?
Do the components emit chemicals (offgassing)?
Alternatives to certain ingredients such as BPA (in plastics), Chlorine Bleach (use Hydrogen Peroxide instead), and PVC (there are many alternatives).
Consider Indoor Air Quality standards such as Greenguard.

**Environmental Standards**
Are there third party environmental or social certifications relevant to the items?
– e.g. Green Seal, EPEAT, Energy Star, Water Wise. If yes, it is preferred that the products meet or exceed those specifications. Be advised, the County will require demonstrable proof such as certification or valid testing results.

Best Value
The County is interested in the total cost of ownership or lifecycle costing analysis for the purchase of goods. Sometimes a product is more expensive up front but it will save money in operating and maintenance costs. An energy efficient refrigerator may cost more, but it will reduce operating costs, saving the County money long-term. Consider providing this information up front.

FOR ASSISTANCE & FURTHER INFORMATION

Purchasing
sustainablepurchasing@multco.us

Sophia Cavalli: Email: sophia.cavalli@multco.us | Phone: 503-849-3412

Public Web
www.multcopurch.org/green
RESPONSIBLE BUSINESS PRACTICES | 25% of total points

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations.

Sustainability | 10% of total points
(Customized for each purchase)

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship.

Please see sample questions below:

1. Please demonstrate how your business or organization will provide the goods or services identified in the scope of services in a sustainable manner. What measures will you take to minimize impacts to the environment in the delivery of your goods or services? Please provide specific examples, metrics, details of efforts, practices, and/or processes.

   Evaluation Criteria: The proposer provides specific examples, metrics, details of practices, and/or processes to deliver goods or services in a sustainable manner.

2. Discuss the big environmental impacts in your industry. How will you mitigate these impacts in the delivery of your goods or services?

   Evaluation Criteria: The proposer provides details of how they will mitigate industry environmental impacts in the delivery of goods or services.

3. Please demonstrate your business’s or organization’s sustainable business practices, which could include, but are not limited to a formal sustainability program and/or policies covering recycling measures; energy conservation plans; water conservation policies; and a green cleaning policy. Please provide specific examples, metrics, and details of practices and include copies of reports, policies or plans if available.

   Evaluation Criteria: Proposer provides specific examples, metrics, and details of practices, and copies of reports, policies, or plans related to their sustainable business practices.

If applicable and/or desired, in addition to sustainability questions, you may include social equity questions to address other aspects such as the delivery of services in a culturally competent manner, employee retention, etc. that are not addressed in the social equity boilerplate language below.

Please see sample question below:

Describe in detail your cultural competency and diversity training, and the expectations of recruited staff that will be working with diverse populations to ensure program values and goals are met.

Evaluation Criteria: The proposer describes in detail their cultural competency and diversity training for staff that will not be working with diverse populations, and the cultural competency and diversity training for staff that will be working with diverse populations.
Social Equity | 10% of total points
(boilerplate language)

Section A. Questions For Firms and Organizations With One or More Employees
(If you do not have employees, skip Section A and go on to Section B)

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

1. Workforce Diversity

A. Describe in detail how your business or organization develops an internal diverse workforce. How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity. Describe the process(es) used to recruit women and minorities. What types of projects or initiatives have been implemented?

Evaluation Criteria:

- Proposer describes efforts used to develop an internal diverse workforce.
- Proposer describes approach to internal diversity mentoring, training, and/or professional development opportunities.
- Proposer describes process(es) used to recruit women and minorities into the organization or agency.
- Proposer describes projects and initiatives implemented.

B. Describe in detail how your business or organization supports workforce diversity within your community.

Evaluation Criteria: The Proposer describes community involvement that supports workforce diversity such as volunteering, donations, internships, community organization participation and other workforce capacity building activities.

2. Minority, Women and Emerging Small Business (MWESB) Contracting
(If applicable to your procurement)

A. MWESB Contracting and Past Performance
Within the past 24 months, have you subcontracted or partnered with State of Oregon certified MWESB businesses on any project? If yes:
List the State of Oregon MWESB businesses that your organization or business has had contractual relationships with during the past 24 months.

Identify the total volume and total overall percentage of contracts awarded to MWESB businesses during the past 24 months.

Describe any innovative or successful measures that your organization or business has undertaken to work with MWESB businesses on previous projects.

Describe any mentoring, technical or other business development services your organization or business has provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

Evaluation Criteria:

- Proposer lists the State of Oregon MWESB businesses they have had contractual relationships with during the past 24 months.
- Proposer identifies the total volume and overall total percentage of all contracts awarded to MWESB businesses.
- Proposer describes any innovative or successful measures undertaken to work with MWESB businesses on previous projects.
- Proposer describes any mentoring, technical or other business development services provided to previous or current MWESB businesses, sub-consultants or partners, or will provide in relation to the goods and services in this solicitation.

B. Sub-contracting

Will you be subcontracting any element of the services under this Proposal? If yes, answer the questions below; if not, proceed to question 3.

- Describe your business’s or organization’s plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- List the subcontracting opportunities your firm has identified within the scope of goods or services in this solicitation.
- Describe the outreach and recruitment efforts you intend to make or have already made to certified MWESB businesses including the actual results of your efforts, if applicable.
- Describe the mentoring, technical or other business development services your business or organization will provide to MWESB businesses.
- If your organization or business will be utilizing MWESB businesses to provide the goods or services described in this document, please list those MWESB businesses and detail their role within your proposal.

Evaluation Criteria:

- Proposer describes plan for obtaining maximum utilization of State of Oregon certified MWESB businesses on this project.
- Proposer lists the subcontracting opportunities the firm has identified within the scope of goods or services described in this solicitation.
Proposer describes outreach and recruitment efforts to be made or already made to certified State of Oregon MWESB businesses including the actual results of efforts, if applicable.

Proposer describes mentoring, technical or other business development services that are/will be provided to MWESB businesses.

Proposer lists MWESB businesses to provide the good or services and details their role within proposal.

3. Business Practices

A. Describe in detail how your business or organization includes diverse suppliers, vendors and subcontractors in the conduct of your business. Please provide specific examples.

*Evaluation Criteria:* The Proposer describes efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County

B. Describe in detail the efforts and activities undertaken by your business or organization to create economic and social benefits for this or future generations. Please provide specific examples.

*Evaluation Criteria:* The Proposer describes efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation or other community capacity building activities.

4. Employee Healthcare and Other Benefits | 5% of total points

(boilerplate language)

The County values access to healthcare and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned 5% of the total points available on this solicitation to Healthcare and Other Benefits criteria.

A. Employee Healthcare

Please check the one statement below that applies to your firm:

☐ Proposer offers health insurance to employees that meets or exceeds each of the minimum coverages specified below as determined by the Multnomah County Benchmark for Employee Health Insurance Plans. (2% of total points)

OR

☐ Proposer does not offer health insurance that meets all of the coverage as defined by the Multnomah County Benchmark for Employee Health Insurance Plans (0% of total points)
Multnomah County Benchmark for Employee Health Insurance Plans

<table>
<thead>
<tr>
<th>Medical Cost Sharing</th>
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</thead>
<tbody>
<tr>
<td>Annual Deductible</td>
<td>$1000 individual</td>
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<tr>
<td>Member Coinsurance</td>
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<tr>
<td>Out of Pocket Maximum</td>
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<table>
<thead>
<tr>
<th>Prescription Medicine Cost Sharing</th>
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<tbody>
<tr>
<td>Member Coinsurance level for generic Rx</td>
<td>$15 or 50 percent for 30 day supply</td>
</tr>
<tr>
<td>Out of Pocket Maximum</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Required Services</th>
<th>Covered Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doctor Visits</td>
<td>Covered Benefit</td>
</tr>
<tr>
<td>Immunization</td>
<td>Covered Benefit</td>
</tr>
<tr>
<td>Routine Well Checks</td>
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</tr>
<tr>
<td>Women’s Health Care Services</td>
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<tr>
<td>Maternity</td>
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<tr>
<td>Diagnostic X-Ray/Lab</td>
<td>Covered Benefit</td>
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<tr>
<td>Hospital</td>
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<tr>
<td>Outpatient</td>
<td>Covered Benefit</td>
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<tr>
<td>Emergency Room</td>
<td>Covered Benefit</td>
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<tr>
<td>Ambulance</td>
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<tr>
<td>Transplant</td>
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</tr>
<tr>
<td>Mental Health/Chemical Dependency Inpatient</td>
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<tr>
<td>Mental Health/Chemical Dependency Outpatient</td>
<td>Covered Benefit</td>
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<tr>
<td>Skilled Nursing Care</td>
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<td>Durable Medical Equipment</td>
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<td>Rehabilitation</td>
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<td>Hospice</td>
<td>Covered Benefit</td>
</tr>
<tr>
<td>Home Health</td>
<td>Covered Benefit</td>
</tr>
</tbody>
</table>

B. OTHER BENEFITS:
Please select the statements that apply to your firm:

**Sick Leave**
- ☐ Proposer offers sick leave to all full time employees (1% of total points)
- OR
- ☐ Proposer does not offer sick leave to all full time employees (0% of total points)

**Vacation Benefits**
- ☐ Proposer offers vacation benefits to all full time employees (1% of total points)
- OR
- ☐ Proposer does not offer vacation benefits to all full time employees (0% of total points)
Retirement Benefits

☐ Proposer offers retirement benefits to all full time employees (1% of total point)
OR
☐ Proposer does not offer retirement benefits to all full time employees (0% of total points)

Section B. Questions For Firms and Organizations with No Employees

Social Equity | 15% of total points

The County is committed to extending contracting opportunities to businesses that support social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs) and business practices. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Fifteen percent (15%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

1. Workforce Diversity and Business Practices

Describe in detail how your business or organization supports workforce diversity within your community. Please provide specific examples.

Evaluation Criteria: The Proposer describes community involvement that supports workforce diversity such as volunteering, donations, internships, community organization participation or other workforce capacity building activities.

2. Minority, Women and Emerging Small Business (MWESB) Contracting
(If applicable to your procurement)

A. MWESB Contracting and Past Performance
Within the past 24 months, have you subcontracted or partnered with State of Oregon certified MWESB businesses on any project?

- List the State of Oregon MWESB businesses that your organization or business has had contractual relationships with during the past 24 months.
- Identify the total volume and total overall percentage of all contracts awarded to MWESB businesses during the past 24 months.
- Describe any innovative or successful measures that your organization or business has undertaken to work with MWESB businesses on previous projects.
- Describe any mentoring, technical or other business development services your organization or business has provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services described in this solicitation.
**Evaluation Criteria:**

- Proposer lists the MWESB businesses they have had contractual relationships with during the past 24 months.
- Proposer identifies the total volume and overall total percentage of all contracts awarded to MWESB businesses.
- Proposer describes any innovative or successful measures undertaken to work with MWESB businesses on previous projects.
- Proposer describes any mentoring, technical or other business development services provided to previous or current MWESB businesses, sub-consultants or partners, or will provide in relation to the good and services described in this solicitation.

**B. Sub-contracting**

Will you be subcontracting any element of the services under this Proposal? If yes, answer the questions below; if not, proceed to question 3.

- Describe your business’s or organization’s plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- List the subcontracting opportunities your business or organization has identified within the scope of the services in this solicitation.
- Describe the outreach and recruitment efforts you intend to make or have already made to certified MWESB businesses including the actual results of your efforts, if applicable.
- Describe the mentoring, technical or other business development services your business or organization will provide to MWESB businesses.
- If your organization or business will be utilizing MWESB businesses to provide the goods or services described in this solicitation, please list those MWESB businesses and detail their role within your proposal.

**Evaluation Criteria:**

- Proposer describes plan for obtaining maximum utilization of State of Oregon certified MWESB businesses on this project.
- Proposer lists the subcontracting opportunities the business or organization has identified within the scope of the good or services described in this solicitation.
- Proposer describes the outreach and recruitment efforts to be made or already made to certified MWESB businesses including the actual results of efforts, if applicable.
- Proposer describes the mentoring, technical or other business development services that are/will be provided to MWESB businesses.
- Proposer lists MWESB businesses to provide the good or services described in this solicitation and details their role within proposal.
3. Business Practices

A. Describe in detail how your business or organization includes diverse suppliers, vendors and subcontractors in the conduct of your business. Please provide specific examples.

*Evaluation Criteria:* The Proposer describes efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County.

B. Describe in detail the efforts and activities undertaken by your business or organization to create economic and social benefits for this or future generations. Please provide specific examples.

*Evaluation Criteria:* The Proposer describes efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation or other community capacity building activities.
Is there Competition in the RFP process?

Although Multnomah County does not compare proposals against each other in its evaluation process, but the evaluators do rate your proposal against the criteria questions.

Be mindful that other companies are also responding to the RFP. You have to provide the best overall value in order to stand out.

Multnomah County’s interest is in a fair and competitive process to provide goods, professional services, and personal services to the members of our community.

Our responsibility is to do this in a way that gives the best value to the taxpayer.

How can your company help us reach this goal?

Proposal Writing Tips
— for vendors interested in doing business with Multnomah County

Each year Multnomah County spends between $300-400 million dollars for contracted goods and services. Writing proposals for these opportunities takes time, effort, and financial commitment.

Let’s face it; writing proposals for government agencies is not simple.

These days a low bid process is not always used. Many times the County is looking for the best value when spending taxpayer dollars.

The reality is, in the present economy, there are many competitors for the County’s resources. The minimal response or the basic answer is just not going to win you points in the evaluation process.

Evaluators are looking for proposers that give substantive answers and that give added value.

Most often, the County uses the RFP process to find the best solution for the best value. Your proposal should focus on just that. What is your solution and why is your solution the best one at the best value.
Here are some tips that will help you get your proposal noticed:

Never cut and paste from past proposals.
• Chances are the specific criteria have changed since we last went out for proposals.
• Evaluators can spot this template type of proposal right away, many times it reads like it’s out of the corporate handbook.
• Use a matrix or checklist to make sure you are answering all of the questions.

Make sure your proposal is specific and to the point.
• Clearly reference or rewrite the specific question as written in the RFP
• Make it easy for evaluators to read your response—don’t make them guess which question you are responding to.
• Ensure you answer every part of the requested information
• Give specific DETAILS
• Do not just say you did something without backing it up with specific examples
• Don’t make claims that you can’t back up with data

Focus on How – don’t get distracted by the fact that you Can do it.
If you have contracted with the County before, past performance will not be considered. Evaluators may only grade based on what you actually say in your proposal.
• Spell out how you will perform the work – give specific details
• Don’t summarize
• Don’t be afraid to admit problems or challenges – tell us how you are going to fix them.
• Don’t assume the evaluators know you or your company.

Best Value
• What can your company or agency bring to the table that will give the taxpayers the biggest “bang for their buck”? 
  – Incorporate any warranties 
  – Volume discounts 
  – Accelerated schedules 
  – Efficiencies 
  – Improvements, or innovations
• Explain your critical processes and their associated cost. Don’t make us guess at why your price is high or low.
• In reading your proposal, do the raters learn anything? Is it easy to follow?

Do your Homework
• Read the RFP thoroughly. Have more than one person in your firm read it. Read it again.
• Talk to the buyer in charge of the procurement – ask them questions. We cannot stress this enough. If you don’t understand or disagree with a specification – ASK. The buyer and their contact information is always listed on the cover of our RFP.
• Ask to see prior proposals from earlier procurements – oftentimes you can find valuable insight by reading the prior winning proposals.
• Read the procurement rules referenced in the solicitation. Government procurement has very different rules than the private sector. Now what these rules are.

Company Resume
• Make sure to list experience related to providing the goods or services
• Talk about your management approach
• Give in-depth information about the key project people that will work on this contract.
  – What is their experience and background? 
  – How will they participate? 
  – What is their part in the project? 
  – Efficiencies
• Don’t claim community connections or partners you don’t actually have—they may be on the evaluation panel!
• If you are the incumbent, say so.
Multnomah County serves the MWESB contractor community in various ways. We participate in and sponsor events as well as workforce development programs. Some of these include:
- Turner School of Construction
- Metropolitan Contractor Improvement Partnership Construction Business Training Program
- Oregon Tradeswomen, Inc. Trades and Apprenticeship Career Class and Summer Girls Camp
- Construction Hope Pre-Apprenticeship Program
- OAME Youth Camp

Contact Purchasing at:
Phone: 503-988-5111
Fax: 503-988-3252
Hours: 8:00 a.m.—5:00 p.m. M-F
501 SE Hawthorne Blvd., Ste 400
Portland, OR 97214
www.multcopurch.org

How to do Business with Multnomah County

Certification by the State of Oregon:
Multnomah County encourages small businesses to become State-certified MWESB firms. We rely on the certification process of the State of Oregon’s Office of Minority, Women & Emerging Small Business. County staff use this directory to identify qualified MWESB firms to solicit quotes from.

You can contact the State by calling the Office of Minority, Women & Emerging Small Business Office at 503-947-7922, or visit their website at: www.cbs.state.or.us/omwesb

Multnomah County
503-988-5111
www.multcopurch.org

Information for contractors, suppliers, and vendors
What does the County buy?

The County purchases a wide-range of supplies, equipment, and services (including public improvements and professional services) necessary to operate and support:
- Jails
- Health clinics
- Office buildings
- Libraries
- Animal control and
- Law enforcement

How does the County's procurement system work?

Multnomah County is a public agency governed by public procurement rules in the State of Oregon. These laws and rules exist to ensure that business conducted with vendors is fair, ethical, and competitive.

The following are methods of County purchases:
- **Limited Purchase Orders, Procurement Card & Direct Pay**
  For purchases under $5,000 per vendor, per Division, per fiscal year.

- **Informal Bids or Quotes**—for purchases between $5,000 and $150,000, competitive solicitations from at least three vendors, from at least three state certified MWESB firms. For public works informal purchases between $5,000 and $75,000, competitive quotes are solicited only from state-certified MWESB firms unless none are available.

- **Formal Procurements**—A formal solicitation is issued for all formal procurements, and advertised in the Daily Journal of Commerce. Formal Procurements are also posted to the County Purchasing Website: www.multcopurch.org

Workforce training & hiring

The goal of the Workforce Training & Hiring Program is to increase the number of women and minorities in the construction trades through apprenticeship opportunities.

The County requires prime contractors with contracts over $200,000 and subcontractors with contracts over $100,000 to provide apprenticeship hours in each trade throughout the project.

Sustainable Purchasing

Over the past two decades, Multnomah County has adopted thirty-four policies related to protecting environmental and public health. The County's Sustainable Purchasing Policy demonstrates support for our sustainability goals by integrating environmental stewardship and social equity—as well as fiscal responsibility—into the procurement process.

The County seeks to partner with suppliers who demonstrate a commitment to these considerations. The County requires that 25% of evaluation criteria go towards Sustainability, Social Equity, and Employee Healthcare and other Benefits.

These sustainability considerations are across the purchase of both goods and services.

How to submit a successful bid/RFP

- Thoroughly read the solicitation and contact the appropriate person(s) with any questions you might have.
- Attend all mandatory pre-bid or pre-proposal conferences.
- Submit a Public Improvement Pre-qualification application at least ten (10) days prior to the scheduled bid opening date if required.
- Enclose all submittal requirements, such as; bid security; product literature; Good Faith Effort documentation; and references, etc.
- Remember to sign your bid or proposal.
- Submit Bids and RFPs to the Purchasing Office prior to the hour set for closing. Late submittals cannot be accepted.
- Use the official envelope to ensure proper identification and handling.

Where do I find Multnomah County projects & bidding opportunities?

Information and current contracting opportunities can be viewed and downloaded from our website at www.multcopurch.org.

Public Works project documents, including plans and specifications, are available from ARC at www.e-arc.com/locations/ford.

Click on "Oregon/SW Washington" then "Public Projects".
Procurement Services
Christine Moody, CPPC, CPPB
Chief Procurement Officer

Barbara Gibson, CPPC
Procurement Manager

Kathleen Brenes-Morua
Construction Group

Todd Kelley
Administrative Services Group

learn more about the ways Procurement Services is working to support your business at www.portlandonline.com/omf/purchasing or call 503.823.5047

Celeste King, CPPB
Goods and Services Group

Larry Pelatt
Professional Services Group

Scott Schneider
Technology Services Group

Loretta Young, MCA
Outside Services Group

Mayor Sam Adams
City of Portland

Jack D. Graham
Chief Administrative Officer
Office of Management and Finance

Bryant Enge, Director
Bureau of Internal Business Services
WHAT DOES THE CITY BUY?

- CONSTRUCTION SERVICES
- GOODS AND SERVICES
- PROFESSIONAL SERVICES
- TECHNOLOGY SERVICES

THE CITY OF PORTLAND WOULD LIKE TO DO BUSINESS WITH YOU!

LEARN ABOUT OPPORTUNITIES

Business Registration
Register your business at www.ebidexchange.com/cityofportland. By registering your business, you will be able to receive advanced notices about upcoming projects that match your business interests.

State of Oregon MWESP Certification
The City of Portland strongly encourages qualified small businesses to obtain state certification as a Minority, Woman, or Emerging Small Business. Although MWESP certification is not a requirement to do work for the City, certification may increase your ability to access opportunities. Read about the benefits of certifying your business at www.oregon4biz.com or call 503-986-0123.

HERE ARE SOME THINGS YOU’LL NEED TO GET STARTED

City Business License
Please contact our Revenue Bureau to apply and have your questions answered at 503.823.5157 or go to the Revenue Bureau website, www.portlandonline.com/revenue

Insurance
Your business needs to carry insurance if you want to do work with the City. The type and level of coverage will vary with the type of work you do. Please call our general number 503.823.5047 to be directed to someone that can help determine the type(s) of insurance needed to do business with us.

Workers’ Compensation
If you have employees, you are required by state law to carry Workers’ Compensation insurance. Go to Oregon Department of Consumer and Business Services website to learn more about workers compensation - www.cbs.state.or.us/external/wcd

Equal Employment Opportunity Certification (EEO)
EEO certification is a quick and easy process and is done by completing a short form provided on the City's online solicitation website. Call 503.823.5047 to get help with your EEO Certification or visit the website at www.ebidexchange.com/cityofportland

Equal Benefits Program
If you are an employer that provides benefits to your employees with spouses, you will also need to provide equal benefits to employees with domestic partners. This program applies to City contractors and vendors working on contracts that are within the formal contract size range. Go to the website www.ebidexchange.com/cityofportland to learn how to sign up for the Equal Benefits Program or call 503.823.5047.

ADDITIONAL REQUIREMENTS FOR CONSTRUCTION CONTRACTORS

Performance and Payment Bonding
If you intend to bid on projects over $100,000, you will need to obtain performance and payment bonding.

Construction Contractors Board (CCB) License
The steps to become licensed are explained on the CCB website at www.ccb.state.or.us. You may also reach CCB staff at 503.378.4621.

Prequalification
Construction contractors interested in bidding on formal public improvement projects for the City need to prequalify their businesses to demonstrate the ability of their company to work on projects of a certain size and complexity. Call 503.823.5578 to prequalify your business or go to the website www.portlandonline.com/omf/purchasing

SUSTAINABLE PROCUREMENT POLICY
The City’s Sustainable Procurement Policy provides the framework for City employees to integrate sustainability principles (balancing environmental, social, and economic factors) into procurement decisions. For more information, contact Stacey Foreman at 503.823.3508 or visit the City’s Sustainable Procurement website at www.portlandonline.com/buygreen
Prime Contractor Development Program
APPLICATION

APPLICATION FOR ____________________________________________

(PLEASE PRINT COMPANY NAME)

☐ An Individual
☐ Partnership
☐ Corporation
☐ Joint Venture
☐ LLC/LLP/LP

Address to which all applicant's correspondence is to be mailed:

Physical Address: ____________________________________________

Mailing Address: ____________________________________________
(if different than above)

Contact Person: _____________________________________________

Email: _____________________________________________________

Telephone: _______ Cell: _______

FAX: ______________________________________________________

List All Company and Assumed Business Names Here:
(If you need additional space, please attach a separate sheet.)

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________
Prime Contractor Development Program Application

1. Name of firm: ________________________________

   Name of Corporation (if applicable): ________________________________

   Business address: ___________________________________________

   City: ___________ County: ___________ State: _______ Zip: _______

   Mailing address (if different): ___________________________________

   City: ___________ County: ___________ State: _______ Zip: _______

   Phone: ( ) ___________ Fax: ( ) ___________

   Cell Phone: ( ) ___________

   E-mail Address: ______________________________________________

   Owner's full name: ________________________________ Title: __________________

   Certification from the State of Oregon: MBE ______ WBE ______ ESB ______

   Construction Contractor Board (CCB) Certification Number: ___________

   City of Portland Business License Number: __________________________

   City of Portland EEO Certification Expiration Date: ____________________

   City of Portland EB Certification: ☐ Yes ☐ No
Prime Contractor Application Checklist

As part of your application to the Prime Contractor Development Program you are required to submit the following items:

☐ A copy of your firm’s certification letter from the State of Oregon certifying your firm as an M/W/ESB firm

☐ Copies of your firm’s annual federal tax returns (Schedule C) for the previous two years

☐ A signed Prime Contractor Development Program Application. You can download this application online at www.portlandoregon.gov/purchasing. If you have questions or need assistance completing your Prime Contractor Development Program Application, please contact Gene Jackson, Program Coordinator at 503-823-9166.

Incomplete applications may be rejected or may result in the denial of your firm’s acceptance into the program.

Please return completed applications via mail or in person to:

Gene Jackson, Program Coordinator
City of Portland, Procurement Services
1120 SW 5th Avenue, Room 750
Portland, Oregon 97204
503-823-9166
eugene.jackson@portlandoregon.gov
1. INTRODUCTION:
In accordance with the statutes of the State of Oregon, every public contracting agency contemplating receiving bids for and awarding any contract for a public improvement, may require any prospective bidder to submit a full and complete statement concerning that bidder’s equipment and experience in constructing public improvements.

As a contractor participating in the Prime Contractor Development Program, your company must be certified by the Oregon Office of Minority, Women and Emerging Small Business in each class of work for which you are seeking to perform. The City of Portland will only review project history for those classes of work which your company is certified to perform.

2. FILLING OUT APPLICATION:
Please type or print all answers and other entries on the application forms, except where signatures are required. It is the responsibility of the applicant to provide all requested information and materials. Failure to do so will delay the review of your application and may be grounds for denial.

Upon receipt of your company’s application, it will be reviewed for completeness. If additional information is required, you will be notified. The City of Portland reserves the right to request additional or supporting documentation, including, but not limited to, additional project history, safety records, OSHA violations or Experience Modification Rates. If the City does not receive the requested information within thirty (30) days of request, your company’s application will be considered inactive which may require that you begin the process again. The date on which all required information has been received by the Procurement Services Division will be considered the receipt date of the application.

The signatory of the affidavit guarantees the truth and accuracy of all answers, statements, and any additional information submitted to process this application.

3. PLACE OF SUBMISSION
The original application should be submitted by mail or hand delivered to the Procurement Services Division, 1120 SW 5th Ave., Room 750, Portland, Oregon 97204; Telephone (503) 823-9166. Faxed or emailed copies will not be accepted.

4. NOTIFICATION OF ACTION TAKEN BY PROCUREMENT SERVICES DIVISION
The City will notify the applicant of their status within thirty (30) days of receipt of the application. The applicant will then be allowed to bid on such projects as are within the limits of size and kind of work for which they have been determined qualified.

5. APPEALS
Appeals will be reviewed and determination made by the Chief Procurement Officer. Please refer to the Prime Contractor Development Manual.

6. CONFIDENTIALITY
All applicant information submitted by applicants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the application for which the applicant requests exception from disclosure consistent with Oregon Law. Financial, trade secret or proprietary information will be kept confidential (e.g. bonding limits).

If a public records request to review a company’s application is made, the City will notify the applicant company of the request before releasing any records.
7. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**
EEO certification is required to do business with the City of Portland. Apply for EEO certification online at [www.ebidexchange.com/cityofportland](http://www.ebidexchange.com/cityofportland).

8. **EQUAL BENEFIT (EB)**
EB certification is required to do business with the City of Portland. Apply for EB certification online at [www.ebidexchange.com/cityofportland](http://www.ebidexchange.com/cityofportland).

The City of Portland reserves the right to request additional or supporting documentation.

**BE SURE TO RETAIN A COPY OF YOUR APPLICATION FOR YOUR RECORDS**
Section 1 - CONSTRUCTION EQUIPMENT
List only major items. Lump together small equipment and tools. If equipment is leased please include leasing company information in Section 4.

<table>
<thead>
<tr>
<th>Quantity, Description and Capacity of Items</th>
<th>Lease or Own</th>
<th>Age in Years</th>
<th>Condition</th>
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</table>

Section 2 – EXPERIENCE OF COMPANY OWNERS / PRINCIPALS
List the construction experience of the principal individuals of your company.

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Title of Present Position</th>
<th>Years of Construction Experience</th>
<th>Type of Work Experience, i.e., utility, building &amp; remodeling, etc.</th>
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Section 3 - BONDING
The City of Portland requires Bid, Payment and Performance bonding capacity for all construction bids with an engineers estimated value that is greater than $150,000. The City of Portland will not grant bidding limits in excess of the "per project" bonding amount as stated in the letter from your Surety Company.

Bonding Per Project $ ______________________

Aggregate Capacity $ ______________________

If your company currently does not have bonding capacity, please indicate this.

**SURETY COMPANY INFORMATION - Required Hardcopy Document**

Attach a letter to your application from your Surety Company indicating your bonding limits for Bid, Performance and Payment bonding (see Instructions above).

---

**Section 4 - BANKS, EQUIPMENT SUPPLIERS AND MATERIAL SUPPLIERS**

Provide names and addresses of the BANKS, EQUIPMENT SUPPLIERS and MATERIAL SUPPLIERS with whom you have done the major volume of business in the last three years. *(Do not include bank account numbers)*

<table>
<thead>
<tr>
<th>Name of Bank or Company</th>
<th>Address</th>
<th>Name and Phone No. of Officers With Whom You Transacted Business</th>
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</table>
Section 5 – PROJECT HISTORY  Project history must reflect experience for all classes of work requested. Work must have been performed by your own work force. A contact name and phone number must be provided for each project. List major projects completed by your company within the last five years.

<table>
<thead>
<tr>
<th>PROJECT #1</th>
<th>Name, Address, Contact Name &amp; Phone No. of Owner</th>
<th>Contract $ Value (broken out per class)</th>
<th>Month &amp; Year Completed</th>
<th>Prime, Sub Joint Venture</th>
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<tbody>
<tr>
<td>a.</td>
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<tr>
<td>Prime Contractor or Architect/Engineer Name &amp; Phone No. (if applicable)</td>
<td>Description of work you performed</td>
<td>Project Location</td>
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<tr>
<th>PROJECT #2</th>
<th>Name, Address, Contact Name &amp; Phone No. of Owner</th>
<th>Contract $ Value (broken out per class)</th>
<th>Month &amp; Year Completed</th>
<th>Prime, Sub Joint Venture</th>
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<tr>
<td>Prime Contractor or Architect/Engineer Name &amp; Phone No. (if applicable)</td>
<td>Description of work you performed</td>
<td>Project Location</td>
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<tr>
<th>PROJECT #3</th>
<th>Name, Address, Contact Name &amp; Phone No. of Owner</th>
<th>Contract $ Value (broken out per class)</th>
<th>Month &amp; Year Completed</th>
<th>Prime, Sub Joint Venture</th>
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<tr>
<td>Prime Contractor or Architect/Engineer Name &amp; Phone No. (if applicable)</td>
<td>Description of work you performed</td>
<td>Project Location</td>
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<tr>
<td>PROJECT #4</td>
<td>Name, Address, Contact Name &amp; Phone No. of Owner</td>
<td>Contract $ Value (broken out per class)</td>
<td>Month &amp; Year Completed</td>
<td>Prime, Sub Joint Venture</td>
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<td></td>
<td>Prime Contractor or Architect/Engineer Name &amp; Phone No. (if applicable)</td>
<td>Description of work you performed</td>
<td>Project Location</td>
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<tr>
<td>PROJECT #5</td>
<td>Name, Address, Contact Name &amp; Phone No. of Owner</td>
<td>Contract $ Value (broken out per class)</td>
<td>Month &amp; Year Completed</td>
<td>Prime, Sub Joint Venture</td>
</tr>
<tr>
<td></td>
<td>Prime Contractor or Architect/Engineer Name &amp; Phone No. (if applicable)</td>
<td>Description of work you performed</td>
<td>Project Location</td>
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ATTACH ADDITIONAL PAGES AS NEEDED
### Sole Proprietorship
If doing business as a sole proprietorship answer this:

- Individual's name liable for all obligations of business
- Active Oregon registration number

### Assumed Business Name
If doing business under an assumed business name answer this:

- Assumed business name
- Owner's name & address
- Active Oregon registration number

### General Partnership
If a general partnership answer this:

- Date of organization
- Registration
- Yes [ ] No [ ]
- Date Registered:

If a foreign (out of state) co-partnership or persons engaging in business in the state under an assumed business name, but not domiciled within this state, state whether or not such partnership has been registered as may be required in compliance with Chapter 848, Oregon Revised Statutes.

### Oregon Corporation
If an Oregon corporation answer this:

- When incorporated
- Active Oregon registration number
- President
- 1st Vice President
- Secretary
- Treasurer

Printed names and titles of officers authorized to execute contracts:
Foreign Corporation

If incorporated outside the State of Oregon answer this:

When incorporated
In what state

Are you authorized to transact business in the State of Oregon? Yes □ No □

Active Oregon registration number

President

1st Vice President

Secretary

Treasurer

Printed names and titles of officers authorized to execute contracts:


Limited Liability

If a limited liability company, limited liability partnership, or limited partnership indicate which:

☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Limited Partnership

Date organized
Oregon registration number

List members or partners who are authorized to execute contracts


Name and address of registered office and registered agent


A. List any individuals, companies or corporations owning 10% or more of the applicant's company.

☐ Not applicable
B. List any other company owned or controlled by the applicant, its officers, directors or partners or in which the applicant was or is an officer, director or partner.

☐ Not applicable

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Other Company</th>
<th>Position in Other Company</th>
<th>State of Other Company</th>
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Section 7 – ADDITIONAL BUSINESS INFORMATION

A. How many years has your company been in business as a prime contractor under your present business name? 

B. Has your company changed its name during the past 5 years? □ Yes □ No
   If yes, provide your company’s former name:

C. How many years' experience in construction work has your company had as a Prime contractor?

D. Has your company ever failed to complete a state, local or federal public improvement (works) contract? □ Yes □ No
   If yes, use an additional page to explain.

E. Have you or your company ever been debarred from bidding on contracts by any state, local or federal agency in this or any other state? □ Yes □ No
   If yes, use an additional page to explain.

F. Has any officer or partner of your company ever been an officer or partner of another company that failed to complete work under a contract? □ Yes □ No
   If yes, use an additional page to explain.

G. Has any officer or partner of your company ever failed to complete work under a contract issued under that individual's own name? □ Yes □ No
   If yes, use an additional page to explain.

H. Within the last three years have you, your company or any officers, agents or employees of your company been found to have violated any State or Federal prevailing wage statute, regulation (including the federal Davis-Bacon and Related Acts and ORS 279C.830 et. seq.) in any Final Order of the Oregon Bureau of Labor and Industries or the US Department of Labor, or by any court of competent jurisdiction? □ Yes □ No
   If yes, provide copies of the final order or judgment and explain in detail the following:
   - the circumstances behind any violation, including the amount not paid
   - whether the amounts have now been paid
   - the reasons for the violation
   - all efforts undertaken to ensure that future violations will not occur

I. Have you pledged or transferred title of any equipment or other assets in favor of a surety company as a part of an indemnity agreement for the issuance of a performance bond by any such surety? □ Yes □ No
   If yes, provide date of transfer and name of the surety company requiring such a transfer.

   Name of Surety Company:

   Address:

   Date of Transfer:

J. How did you become involved in the construction industry? What are your business goals for participating in this program? (Attach sheet if needed.)
The applicant must sign the following affidavit verifying the information provided in this application is correct and true. The following signatory requirements will prevail:

- If a sole proprietor, the sole proprietor must sign.
- If a partnership, an authorized partner must sign.
- If a corporation, an authorized officer of the corporation must sign.
- If a limited liability company, an authorized member of the LLC must sign.

**AFFIDAVIT**

I, [Name of Individual Authorized to Execute Bids and Contracts], state that I am [Title] of [Company Name] and that the foregoing statements and answers in all sections of this application are correct and true as of the date of this affidavit. Any additional information submitted to process this application will be correct and true; that further, there has been no material reduction in my ability to carry out any project for which I desire to submit a bid, that should there be a material reduction in my ability to carry out any project for which I desire to submit a bid, I will give written notice of such change or changes to the public office to whom this statement is submitted at least ten (10) days prior to the bid opening, and that it is understood that such notice may change my eligibility to submit the bid.

[Signature of Individual Authorized to Execute Bids and Contracts]
Prime Contractor Development Program Criteria

Minimum Standards and Responsibilities for Participation in the Contractor Development Program (PCDP)

1. Your firm must maintain State Certification as a MBE/WBE/ESB firm.

2. Your firm must be willing and able to perform as a Prime Contractor and complete the full percentage of work that would be normal under industry standards and practices, typically at least 50% unless otherwise specified in the bid specifications. A bid may be rejected as non-responsive if the percentage of work to be performed will be less than 50%.

3. Your firm shall adhere to the terms of the Oregon Administrative Rules (OAR); Section 445-050-0020 pertaining to the firm’s independence from the use of non-MBE/WBE/ESB contractor’s equipment and employees and any dependence on those firms.

4. The City reserves the right to conduct its own investigation as to whether your company complies with City regulations & the Oregon Administrative Rules and performs a Commercially Useful Function.

5. For all projects exceeding $150,000, your firm will be required to provide performance and payment bonds for the amount of the bid.

6. Your firm commits to solicit bids from other M/W/ESB contractors for subcontracting opportunities.

7. Your firm must meet the terms of all City of Portland contracts, including Warranty and maintenance Bonds, $1 Million Liability Insurance with the City of Portland as additional insured and Completed Operations Insurance.
Tier 1 Contractors

1. Must meet all of the previously mentioned criteria.

2. Must have a gross annual receipt of $1.7 million or less for the previous 2 years.

3. All Construction projects estimated at $5000 - $150,000 will be reviewed for program participation.

4. The maximum time in this Tier is 3 years.

5. Your firm must attend all Mandatory Training including individual assistance if it is deemed necessary by the Program Coordinator.

6. Contractor's performance will be reviewed annually based upon established criteria for program eligibility.

7. Contractors shall participate in a rotation process of bidding.

8. If there are 2 or less bidders for a particular project, the project may be waived into Tier 2 - Tier 1 participants may also be allowed to bid.

9. Your firm shall be required to complete the USDOT Bonding Education Program as a condition of acceptance into the PCDP.

Tier 2 Contractors

1. Must meet all of the previously mentioned criteria.

2. Gross annual receipts must exceed $1.7 million.

3. All Construction projects estimated at $150,001 - $350,000 will be reviewed for program participation.

4. Tier 2 will not be allowed to bid on Tier 1 projects, unless said projects have been removed from Tier 1.

5. Tier 2 will also participate in a bid rotation.

6. The maximum participation in this tier is 2 years.

7. Tier 2 will also be required to participate in Mandatory training and one-on-one technical assistance requested by the Program Coordinator.

8. Tier 2 will be required to participate in and complete the Interise 'MBA' Program as a condition to participate in the PCDP.
To Register on Ebid Exchange:

1) Go to www.ebidexchange.com/cityofportland.

2) Click on Login located on the right hand side of the page. The system will send you to register on the Portland Online page & when you have completed this section will conveniently place you back into ebidexchange so that you may complete your registration with the **City of Portland’s ebid site**.

3) Click Sign-in located in the upper right hand corner of the 2nd page, which is now the Portland On-line page. If you do not currently have a Portland Online account, click Subscribe or Sign In, and then Create a New Account; if you do have a Portland Online account, sign in. Follow steps provided to set up a new Portland Online account. If you can’t figure out your password or the system tells you that you already have an account under the email address listed, click the ‘forgot’ password link.

4) Once your Portland Online account has been created, you will be taken back to Ebid Exchange automatically. You will now set up your vendor registration on Ebid Exchange by clicking on the ‘Register’ tab and following the directions listed online.

5) Fill out each of the 5 tabs in order. **The system does not allow you to fill out the information out of order.**

6) If you experience any problems or have any questions regarding the Vendor Registration process, please contact Procurement Services at 503-823-5047.

Accessing the list of subcontracting opportunities in a solicitation:

1) Login at www.ebidexchange.com/cityofportland

2) Click on the Solicitations Tab.

3) Click View, which is located on the left hand side of the page, next to the Bid number you want to look at.

4) Scroll down the page to the “General Information” Section of the Page. (You do not have to register a project role to view the list of available subcontracting work).

5) Subcontracting opportunities are listed between Description & Categories.