



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

Reynolds School District

Request for Quotes
For
On-Site Drug and Alcohol Testing Company

PROPOSALS DUE: July 30, 2015, by 3:00 p.m., Pacific Time

SUBMIT ELECTRONIC PROPOSALS TO:

khouch@rsd7.net

or deliver to:

Reynolds School District (RSD) Transportation Office
20311 NE Glisan St.
Fairview, Oregon 97024

Quotes will be time-stamped upon receipt.

Refer questions to:

Kathy Houck
Transportation Coordinator
Phone: (503) 492-4921 x 3442
Fax: (503) 667-7178
Email: khouch@rsd7.net

PROPOSAL TERMS AND CONDITIONS

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – All proposers must be certified as Equal Employment Opportunity Affirmative Action Employers.

BUSINESS LICENSE AND REGISTRATION – Successful Proposers shall obtain a current Business License, and shall be in compliance with regulations regarding conducting business in the State of Oregon prior to execution of the Purchase Agreement and commencement of the work.

ADDENDA – If, in the opinion of the Chief Financial Officer, additional information or interpretation is needed by the Proposers, an addendum will be issued. Any addendum or addenda issued by the Chief Financial Officer that may include changes, corrections, additions, interpretation, clarification, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing proposals, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. RSD shall supply copies of such addenda on the District Web Site and to all proposers who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded the Purchase Agreement.

COST OF RESPONDING – This Request for Proposal does not commit RSD to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

LATE PROPOSALS – Proposal responses received after the scheduled closing time for filing will be returned to the Proposer unopened. It is the responsibility of the Proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

CANCELLATION – RSD reserves the right to modify, revise, or cancel the RFP. Receipt and evaluation of proposals or the completion of interviews does not obligate RSD to award a Purchase Agreement.

REJECTION OF PROPOSALS – RSD reserves the right to reject any or all responses to the Request for Proposal if found in the District's best interest to do so.

GOVERNING LAW - The provisions of any Purchase Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this Purchase Agreement must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the State of Oregon shall be followed with respect to this Purchase Agreement. In connection with its activities under this Purchase agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.

All statutory, charter and ordinance provisions applicable to public contracts in the State of Oregon shall be followed with respect to this Purchase Agreement. The following additional conditions apply to this solicitation and any resultant purchase order or Purchase Agreement: Appendix A as attached hereto.

AMERICANS WITH DISABILITIES ACT COMPLIANCE – Proposers agree that if awarded a Purchase Agreement, the Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the RSD Administration office (503) 661-7200 at least two (2) business days prior to the required assistance.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

PUBLIC RECORDS – Any information provided to RSD pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws ORS 192.410 to 192.505 and (for construction) PCC 5.34.470; OR (for G&S) 5.33.470; OR (PTE) 5.68.090

RSD considers proposals submitted in response to this RFP to be submitted in confidence only until the District's evaluation is complete, and agrees not to disclose proposals until the District has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of the redactions shall be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The District will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon Law. The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District has completed its evaluation of all proposals and publicly announces the results.

If the District refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the District will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the District for all costs. Expenses and attorney fees that may be imposed on the District as a result of appealing any decision regarding the proposer's records.

ORAL INSTRUCTIONS – Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the District to prospective Proposers shall not bind the District. Any changes or revisions to the specifications shall be binding only if issued in writing by the District by addendum. The District reserves the right to officially amend or cancel an RFP after issuance.

PART 1

QUOTE REQUIREMENTS

SECTION A GENERAL INFORMATION

1. **SCOPE OF WORK** Reynolds School District (RSD) is requesting quotes for an on-site drug testing company. Company will need to provide on-site random drug and alcohol tests and after hours post-accident drug and alcohol tests which meet Federal CDL Drug Testing Laws.
2. **QUOTE INVITATION** This document constitutes an invitation for competitive quotes. This RFQ will result in the award of a Purchase Agreement, for the purchase of items which are in accordance with the Scope of Work.

SECTION B SCOPE AND SPECIAL INSTRUCTIONS

SPECIFICATION AND TECHNICAL REQUIREMENTS

1. Provide on-site random drug and alcohol testing for Reynolds School District bus drivers in accordance with Federal CDL Drug Testing Laws.
2. Provide after hour post-accident drug and alcohol testing for RSD bus drivers in accordance with Federal CDL Drug Testing Laws and/or District policy and procedures.
3. Vendor shall provide all test equipment, test kits and test forms required for CDL or non-CDL drug and alcohol testing as needed.
4. Vendor shall be available 24/7 for any possible post-accident testing. Response time should be no longer than ninety (90) minutes from the time of notification.
5. Vendor shall submit properly documented drug test to RSD selected MRO test site within fourteen (14) hours of test completion.
6. No material or labor will be furnished by the District, unless otherwise provided for in the Specifications or Special Instructions. RSD will furnish a location for on-site drug and alcohol testing.
7. Vendor shall warrant articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable of good material and workmanship, and free from defect.
8. Vendor shall clean up all debris and remove from the site.
9. Vendor shall provide clear documentation and certification of all work done.

INVOICING

1. Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
2. Vendor shall invoice Reynolds School District within fifteen (15) days of completion of scope of this RFQ. Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total.

SAFETY & SECURITY REQUIREMENTS

1. Vendor must comply with all applicable local, municipal, State, and federal laws, order, and regulations pertaining to health or safety, including without limitation the Occupational Safety and Health Act of 1970. All materials, equipment, and facilities furnished by the vendor in connection with the performance of the Work must comply therewith.
2. Vendor shall employ only trained, skilled, experienced personnel to perform the work outlined in the RFQ. No sub-contracting is permitted, without approval by RSD.
3. Vendor is responsible to block off the work area to keep others out if needed and maintain a safe work area. Vendor must provide or have on hand and make available to RSD a Site Incident Prevention Plan and a copy of their Documented Safety Program.
4. Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy (GBK/JFCG/KGC) prohibit the use of all tobacco products on public school property. During the performance of this contract, the contractor/vendor is required to comply with this policy.

INSURANCE REQUIREMENTS

1. Vendor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the District that insurance in the following kinds and minimum amounts has been secured within fifteen calendar days of receipt of Notice of Award. Failure to provide proof of insurance, as required, shall result in contract cancellation.
2. Unless noted elsewhere within these specifications, the Vendor shall carry and show proof of liability insurance during the term of the contract. The minimum requirements are \$2,000,000 limit of liability for Bodily Injury, \$2,000,000 liability for pollution, \$2,000,000 liability for Property Damage, and \$3,000,000 Aggregate Limit That protects the contractor and the District and its officers, and employees from any and all claims, demands, actions and suits for damage to property or personal injury from the contractor's work.

LICENSING

1. Vendor must be licensed to do business in the State of Oregon. Upon award of Contract, Vendor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

NON-COLLUSION AFFIDAVIT

1. The Vendor submitting a quote thereby certifies that no officer, agent, or employee of Reynolds School District who has a pecuniary interest in this RFB, has participated in the Price Agreement negotiations on the part of Reynolds School District, that the quote is made in good faith without fraud, collusion, or connection of any kind with any other Vendor of the same request for proposal and that the Vendor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Vendor will complete the enclosed Non-Collusion Affidavit and submit it with their proposal.

SECTION C QUOTE SPECIFICATIONS

QUOTE SUBMITTAL

Electronic quotes must be submitted to:

khouck@rsd7.net

Written quotes must be submitted to:

Reynolds School District
Transportation Department
20311 NE Glisan St
Fairview, OR 97024

All quotes must be submitted by: July 30, 2015 at 3:00 PM

Any quote received after the date and time specified in the RFQ will not be considered.

PRICE TO INCLUDE TOTAL COST FOR PROVIDING SERVICE OR MATERIAL

1. RFQ prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFQ specifications, contract terms and conditions.
2. The RFQ Form must be used to submit pricing and compute the total RFQ amount.

LOCATION

On-site drug and alcohol testing will occur at the District's Transportation office located at 20311 NE Glisan St. Fairview, OR 97024.

SPECIFICATION AMMENDMENTS

Any amendment(s) to or error(s) in the general specifications called to the attention of the District will be added to or corrected and furnished to all those holding specifications.

QUALIFICATIONS OF PROPOSERS

1. Qualifications of proposers will be evaluated when determining award of RFQ. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
2. Vendor will supply three (3) references on the attached form.

COST OF RESPONDING

This RFQ does not commit RSD to pay any cost incurred by any Vendor in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFQ.

CHANGES TO THIS RFQ

RSD reserves the right to modify, revise or cancel the RFQ. Receipt and evaluation of quotes or the completion of interviews do not obligate RSD to award a Purchase Agreement.

AWARD OF RFQ

RSD will award based on four (4) principal factors:

1. Cost (initial or life cycle)
2. Proximity to RSD (local Vendor/Contractor)
3. Valid CCB Registration and currently bonded
4. Quality of performance of previous contracts or services

RSD may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial quotes, and Best and Final offers, if requested, a selection will be made of the quote which best fulfills the requirements and is the best value to RSD. Evaluation of the quotes is expected to be completed within five (5) working days after their receipt.



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RFQ FORM PAGE 1

RFQ Title: **On-Site Drug and Alcohol Testing Company**

Location: **20311 NE Glisan St. Fairview, OR 97024**

RFQ Due Date: **July 30, 2015 at 3:00 PM**

Submit electronic quotes to khouck@rsd7.net or written quotes to Reynolds School District, Transportation Office, 20311 NE Glisan St, Fairview, OR 97024 by no later than Thursday July 30, 2015 at 3:00 p.m. to be considered. Quotes will be time-stamped. It is the sole responsibility of the proposer to ensure the Quote is emailed or delivered and time stamped by the above deadline. All late quotes will be rejected.

NOTE: US Postal Service will not deliver to this address.

Quotes To Reynolds School District:

The undersigned declares that he/she has carefully examined the Request for Quote and has made such site examinations necessary to determine the nature of the site and conditions to be encountered. The undersigned hereby proposes to furnish necessary material, labor, and perform all work as indicated. Quote prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the proposal plans, specifications, contract terms and conditions.

A great place for learning.

www.reynolds.k12.or.us/schools/



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RFQ FORM PAGE 2

Total Price
Collection Fee – DOT/Non-DOT _____
Breath Alcohol Test _____
Breath Alcohol Confirmation _____
On-Site Random Testing Fee _____
On-Site Response Fee During Business Hours _____
On-Site Response Fee After Business Hours _____
Additional Mileage Rate _____
Additional Wait Time Fee (include when fee is imposed) _____
List Business Hours _____
Average Time Per Drug Test _____

Proposer Signature:

Signature

Title

Company

Date

Street Address

City/State/Zip

Phone

Fax

Email address

Oregon State Unified Business Identifier Number (UBI)

Federal Tax Identification Number

Vendor's financial terms

Owner reserves the right to waive quote informalities and irregularities, and award to proposer deemed in the best interests of the Owner.

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RFQ FORM PAGE 3

REFERENCES

RFQ TITLE: *On-Site Drug and Alcohol Testing Company*

Company: _____

Our company has provided services/products of a similar nature to the following organizations:

1 Name of Organization _____
 Address _____
 Contact Person _____ Phone _____
 Email _____

2 Name of Organization _____
 Address _____
 Contact Person _____ Phone _____
 Email _____

3 Name of Organization _____
 Address _____
 Contact Person _____ Phone _____
 Email _____

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RFQ FORM PAGE 4

CERTIFICATION and CONTRACT OFFER

RFQ TITLE: *On-Site Drug and Alcohol Testing Company*

I, the undersigned, having carefully examined the Request for Quote, Scope of Work and Instructions, and RFQ Form and hereby agree to furnish the listed items at a firm price as stated herein, to Reynolds School District.

I further agree that this offer to supply said items will remain in effect at the price[s] proposed herein for a period of not less than sixty [60] calendar days from the date of RFQ closing date.

If and when this RFQ, or portion thereof, is accepted by the District, and if and when said award is followed by a valid district purchase order, I agree that this document shall form a binding CONTRACT between the undersigned and Reynolds School District for the execution and/or delivery of said goods as proposed herein.

I further agree that this CONTRACT shall incorporate the following as an integral part of said CONTRACT:

- Invitation to Submit Quote
- General Instructions
- Scope of Work and Special Instructions
- RFQ Form

Signature

Title

Company

Date

Street Address

City/State/Zip

Phone

Fax

Email address

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ATTACHMENT A
NON-COLLUSION AFFIDAVIT

STATE OF _____ **COUNTY OF** _____

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

I state that:

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

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by **Reynolds School District** in awarding the Purchase Agreement for which this quote is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Reynolds School District** of the true facts relating to the submission of our proposal and award of a Purchase Agreement.

Signature

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission Expires

ATTACHMENT B

Vendor shall observe all applicable state and local laws pertaining to public contracts, all of which are incorporated by this reference. ORS Chapters 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of the contract as applicable.

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

pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515 (1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515 (2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts of personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of 10 hours a day or 40 hour in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to

209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530 (1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580 (3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, of the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580 (4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B)(4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830 (1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.