



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

11/23/2022

Board of County Commissioners
Clackamas County

Approval of a Goods and Services Contract with Command Sourcing Inc. for Jail Bed Replacement and Installation. Contract value not to exceed \$879,814. Funding is through budgeted County General Funds.

Purpose/Outcome	Replacement and installation of new jail beds at the Clackamas County Jail
Dollar Amount and Fiscal Impact	The maximum contract value is \$879,814 for this project
Funding Source	Budgeted County General Fund
Duration	The contract ends on June 30, 2023
Previous Board Action/Review	CCSO provided a briefing at the Issues Meeting on 11/22/2022 to the Board of County Commissioners
Strategic Plan Alignment	Providing a safe and secure custody environment for Adults in Custody (AIC) so they can be safe while they are held accountable, prepare for release, and become productive members of the community
Counsel Review	Date of Counsel review: Andrew Naylor 10/10/2022
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Lee Eby, Captain Clackamas County Jail Division 503.722.6760
Contract No.	7150

BACKGROUND: Clackamas County Sheriff's Office (CCSO) intends to replace 429 AIC beds and add 442 steps to assist with access to upper beds. The current beds in use are painted steel framed and mounted to the floor and walls of the jail. Additionally, the existing beds do not conform to jail facilities' current antimicrobial standards. Additionally, they are challenging to clean due to the design. Lastly, the current beds provide ligature points where AICs have accessible opportunities for self-harm.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on April 12, 2022, Through ITB 2022-80. Proposals were publicly opened on October 3, 2022. The County received one (1) Proposal in response to the RFP. After a review of the Proposals, contracting with Command Sourcing, Inc. was determined to be in the best interest of the County based upon the scoring criteria outlined in ITB 2022-80.

RECOMMENDATION: Staff recommends approval of this contract and and requests the Chair of the Board of County Commissioners, or their designee, sign on behalf of the County.

Respectfully submitted,

Jenna Morrison
Undersheriff



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #7150**

This Goods and Services Contract (this “Contract”) is entered into between Command Sourcing, Inc. (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of Clackamas County Sheriff’s Office, Jail Division, for the purposes of providing and installing jail beds.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2023**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

Contractor shall provide the goods and services described in ITB 2022-80 Clackamas County Jail Beds and Installation, attached and hereby incorporated by reference as Exhibit “A.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Bid attached and hereby incorporated by reference as Exhibit “B.” Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Chris Mitchell.

III. COMPENSATION

1. **PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The total Contract compensation shall not exceed **\$879,814.00**
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: cmitchell@clackamas.us

4. CONTRACTOR AND COUNTY CONTACTS.

Contractor	County
Administrator: Maggie Leach Phone: 503-780-1867 Email: maggie@command sourcing.com	Administrator: Chris Mitchell Phone: 503-722-6220 Email: cmitchell@clackamas.us

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 6. GOVERNING LAW.** This Contract 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 County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.
10. **INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00

p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (3) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the goods and services provided herein to the District, if any, will be delivered in a workmanlike manner and in accordance with the highest professional standards. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this Service Warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, 32 and all other terms and conditions which by their context are intended to survive termination of this Contract.

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

- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and

after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be payment for the goods and services delivered and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.
- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons

supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) 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 this Contract as such claim becomes due, the proper officer representing the County 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 this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. 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. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- 31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.
- 32. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY

EXHIBIT A
ITB 2022-80



**INVITATION TO BID
ITB # 2022-80
Clackamas County Jail Beds and Installation**

ISSUE DATE: September 1, 2022

**BID DUE DATE AND TIME
October 3, 2022 (2:00 PM, PST)**

SUBMITTAL LOCATION:

Clackamas County Procurement Division

Procurement@clackamas.us

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	September 1, 2022
Protest of Specifications Deadline	September 7, 2022
Request for Clarification or Change Deadline	September 13, 2022
Mandatory Site Visit Date	September 15, 2022, 1:00 PM
Bid Due Date and Time.....	October 3, 2022. 2:00 PM
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	November 2022

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 Mandatory Site Visit: Attendance at a Mandatory Pre-Bid Site Visit is required to be eligible to bid on this opportunity. The Mandatory Pre-Bid Site visit will be conducted at Clackamas County Jail, 2206 Kaen Rd, Oregon City, OR 97045 on September 15, 2022 at 1:00 PM. Attendance will be documented through a sign-in sheet.

1.03 ISSUING OFFICE:

Bidding Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bsa/view/login/login.xhtml> Document No. S-C01010-000004267. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County ("County") is the issuing office and is the sole point of contact for this Invitation to Bid ("ITB"). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name:	Thomas Candelario
Title:	Procurement And Contract Analyst
Email:	tcandelario@clackamas.us

1.04 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or "ITB" means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.

7. "LCRBR" means the Clackamas County Local Contract Review Board Rules found at: <https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

Clackamas County Jail (“CCJ”) is seeking to replace 432 Adult In Custody (“AIC”) beds and add 442 steps to help AICs enter the upper beds. The current beds that the AICs use, are painted steel framed and mounted to the floor or walls of the jail. The beds to be replaced were installed in the early 1980s during the first major expansion of CCJ and in the early 1990’s when Oregon correctional institution center was added to the existing jail. These current beds are outdated for AIC entering and exiting the upper beds as no steps can be provided. AICs must stand on the lower bed to pull themselves onto the upper bed. CCJ’s current beds do not conform to jail facilities’ most current antimicrobial standards. Due to the steel framing, the current beds are difficult to clean and provide ligature points wherein adults in custody have accessible opportunities for self-harm.

2.02 BACKGROUND:

The CCJ intends to replace current adult in custody bunk bed frames with new industry standard beds to reduce ligature points for those individuals that wish to self-harm. Based on recent data, and past efforts, current jail bunk beds have provided a ligature point for those attempting suicide. To limit the risk, CCJ proposes purchasing new AIC CORTECH JAIL BEDS molded to limit ligature points and provide for durable, one-piece, rotationally molded design for increased strength. Beds are constructed of high impact “no break” polyethylene—no easily accessible steel or wood components. The material must be easy to clean and maintain and flame retardant. The beds would be bolted to existing walls and able to be removed and relocated in the event of building a new correctional facility.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Proposal in response to this ITB indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

The applicable **Sample Goods and Services** Contract.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

N/A

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

Submit Bid by email to the address below. The Bid, must contain all of the required information and must have signatures on the required forms.

Submit Bids (including all required documents) by 2:00 PM PT to:

procurement@clackamas.us

Late Bids will not be accepted.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in Section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described

herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

No brand substitutions are allowed for this bid

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.

7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may

be exempt from disclosure. If a Bid contains what the Bidder considers a “trade secret” the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.09 WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder’s letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.

7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).

7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available. The base bid results will be posted to OregonBuys.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder’s offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County’s award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon County’s acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County’s Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County’s Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 COLLUSION:

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

7.21 NONDISCRIMINATION:

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A REQUIRED SPECIFICATIONS
--

The bidding vendor must comply with the following specifications:

- Project will consist of awarded vendor providing and installation of beds.
- The contractor must be certified by the bed manufacturer to ensure proper installation procedure for Cortech Jail Beds.
- This is a State of Oregon prevailing wage job and should be bid as such:

Prevailing Wage

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. 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 Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2022, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

The Work will take place in Clackamas County, Oregon.

Products purchased required -

- Custom Brackets – Bunks that are not installed in a back to back manner will require a custom bracket. It is estimated that the selected vendor must provide Qty. 59 Custom, powder-coated brackets to be installed in areas that will not allow for back to back installations. These locations will be identified and discussed at the mandatory site visit.
- Caulk - Must use corrections grade, tamper resistant, extra hard, security sealant #CSPDSC.
- Hardware – Must use specialty, security retaining hardware – (5) low, (14) up, (3) step, per unit installed.
- Installation specs of 59 brackets
- Any foreseen damage to be covered by the contractor
- Touch up paint as needed
- Confirm bed mounting height location of steps so as to not interfere with call button
- Purchase Furniture:

CORTECH JAIL BEDS (225 upper and 207 lower bunks) As specified below

CORTECH STEPS (442 Steps) As specified below

Complete installation includes:

- Installation of All Units – 432 beds, 442 steps
- Specified caulking around all of the units to ensure no gaps to prevent moisture or contraband issues.
- Four mobilizations are required to meet timelines.
- Must complete each mobilization within schedule and time frame of 1 week

- It may require scheduling flexibility as new units arrive within the jail environment and contingent upon jail inmate movement.
- The contractor must be responsible for the removal/recycling of old units – Grind to grade old hardware for the safety of inmates and staff
- The contractor must be responsible for removal/recycling of any/all construction supplies, packaging, and debris created by this project.
- The contractor must be responsible for all necessary materials to install purchased beds. Bolted bunks must be flush to the wall installed to prevent gaps or protruding materials from being used as an anchoring device. Exposed fasteners or bolts must be securely locked.

The Endurance™ Wall Mount Bunk


**10 Year
Factory Warranty**



18H x 81L x 35D



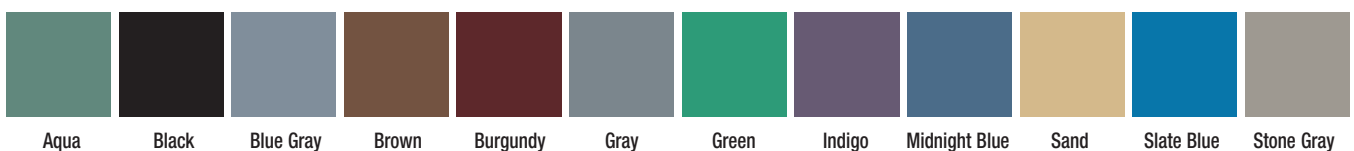
FEATURES:

- Durable, one piece, rotationally molded design for increased strength. Constructed of high impact “no break” polyethylene. No steel or wood components
- Bolt to wall via pilot holes with hardware of your choice
- Designed for use with **30” x 75”** mattress. 4.5” thick mattress is recommended.
- Space saving for double bunk use
- Field-installed restraint rings available
- Sound dampening
- Cycle Testing- 250 lb. load cycled 70,000 times
- Static Load Testing – 2,000 lbs. for 24 hours, residual deflection under .3”
- Passes ASTM WK57116 for Steel Bunks
- Easy to clean, sanitize & maintain
- Passes Flammability UL 94 HB
- Tested to ISO 22196 showing a >99% reduction in bacteria
- Flame Retardant (passes Cal 133)
Test reports available upon request
- Manufactured to ISO Quality Standards in the USA 



ITEM	COLOR
7701AQ	Aqua
7701BK	Black
7701BG	Blue Gray
7701BN	Brown
7701BY	Burgundy
7701GY	Gray
7701GN	Green
7701IG	Indigo
7701MB	Midnight Blue
7701SD	Sand
7701SB	Slate Blue
7701SG	Stone Gray

Available in



Custom colors available upon request. Call Cortech for details.

Our Intense Use Products Contribute to a Safe and Humane Environment.
For Full Specifications Call Toll Free 800-571-0770 / Fax: 630-455-0813 / or Visit www.cortechusa.com

OVERVIEW

The Endurance™ Wall Mount Bunk is ideal for continuous, intensive use environments. **Manufactured to ISO Quality Standards in the USA.**

FABRICATION/MATERIAL

Durable, one piece, rotationally molded design for increased strength. Constructed of high impact polyethylene. No steel or wood components. Flame Retardant (as shown passes Cal 133). Test reports available upon request. 2,000 lb. static load tested.

COLOR Black, Blue Gray, Brown, Burgundy, Gray, Green, Sand and Slate Blue. Custom colors available upon request.

WEIGHT 150 lbs.

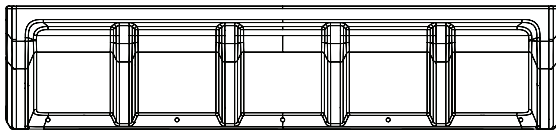
OPTIONS Restraint rings. Hardware bit size: T40.

ASSEMBLY Bolt to the wall via concealed pilot holes with hardware of your choice.

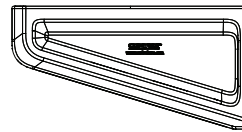
WARRANTY 10 Year Factory Warranty.

MAINTENANCE Easy to clean, sanitize & maintain.

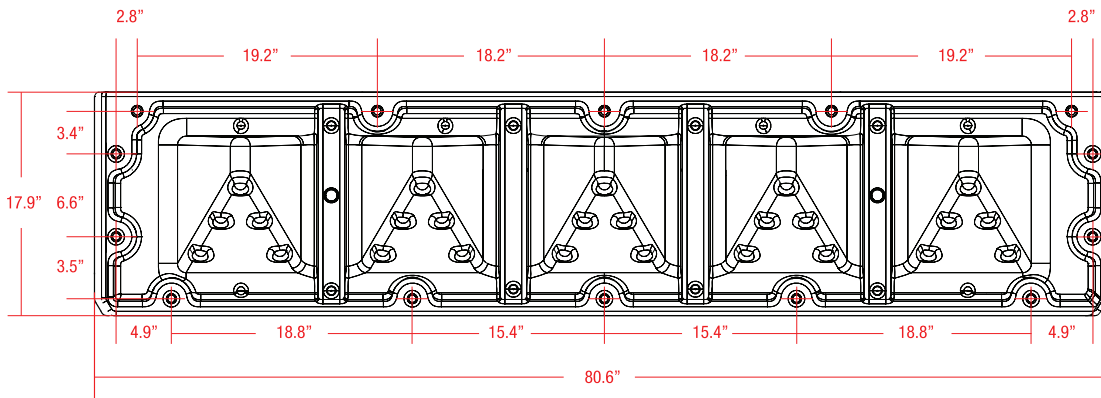
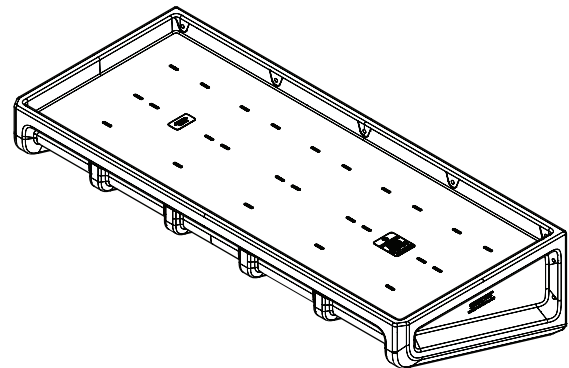
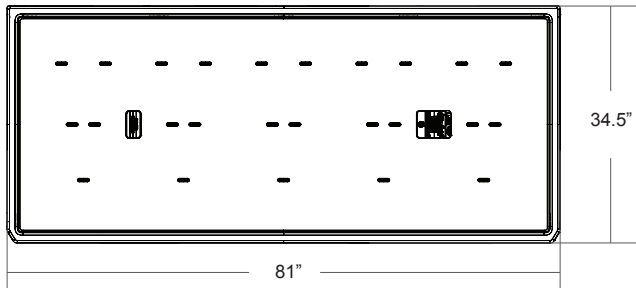
FRONT VIEW



SIDE VIEW



TOP VIEW

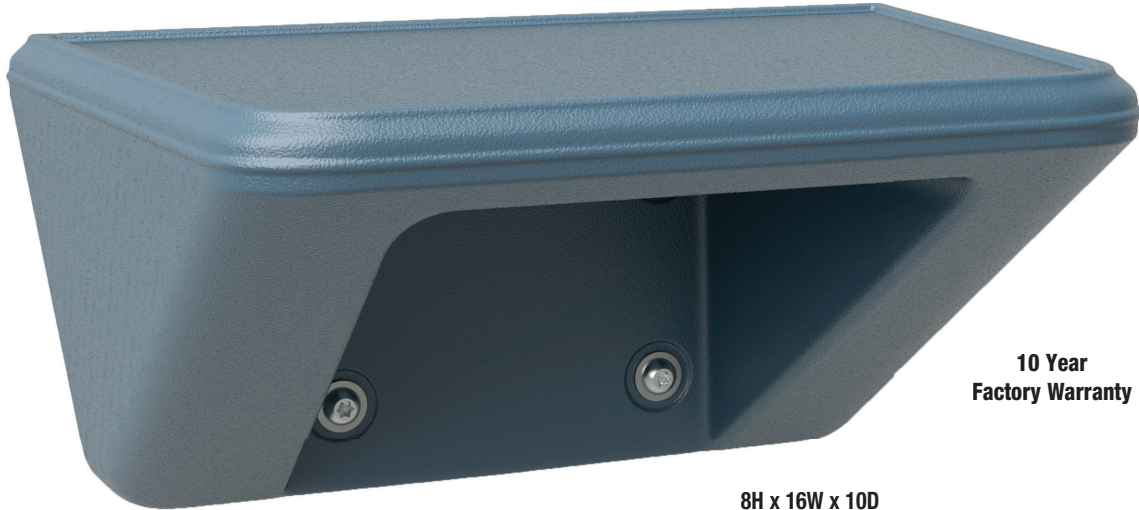


The Endurance™

All Purpose Wall Mount Shelf/Step 2.0

Wall Mount Shelf/Step - Large

FURNISHINGS & PRODUCTS
NOW INFUSED WITH
CORx
ANTIMICROBIAL COMPOUND



**10 Year
Factory Warranty**

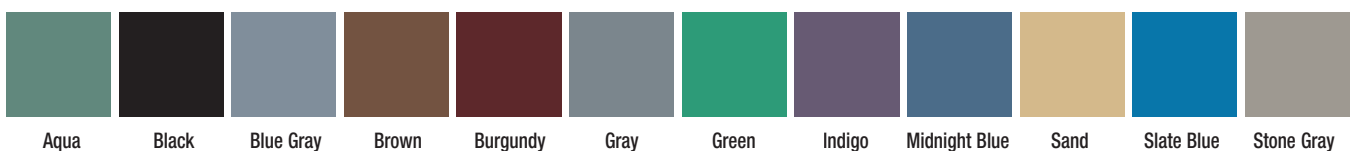
8H x 16W x 10D

FEATURES:

- Durable, one piece, rotationally molded design for increased strength. Constructed of high impact “no break” polyethylene. No steel or wood components
- Functions as shelf or step
- Bolt to the wall via pilot holes with hardware of your choice
- Sound dampening
- Easy to clean, sanitize & maintain
- Passes Flammability UL 94 HB
- Tested to ISO 22196 showing a >99% reduction in bacteria
- Flame Retardant (passes Cal 133)
Test reports available upon request
- Manufactured to ISO Quality Standards in the USA 

ITEM	COLOR
8600AQ	Aqua
8600BK	Black
8600BG	Blue Gray
8600BN	Brown
8600BY	Burgundy
8600GY	Gray
8600GN	Green
8600IG	Indigo
8600MB	Midnight Blue
8600SD	Sand
8600SB	Slate Blue
8600SG	Stone Gray

Available in



Custom colors available upon request. Call Cortech for details.

OVERVIEW

The Endurance™ All Purpose Wall Mount Shelf/Step 2.0 is a versatile, heavy duty, large shelf that is ideal for continuous, intensive use environments. **Manufactured to ISO Quality Standards in the USA.**

FABRICATION/MATERIAL

Durable, one piece, rotationally molded design for increased strength. Constructed of high impact polyethylene. No steel or wood components. Flame Retardant (as shown passes Cal 133). Test reports available upon request.

COLOR Black, Blue Gray, Brown, Burgundy, Gray, Green, Sand and Slate Blue. Custom colors available upon request.

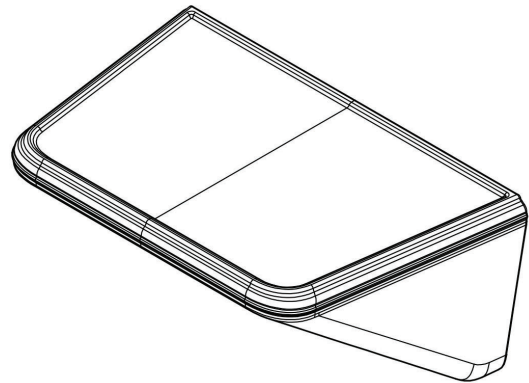
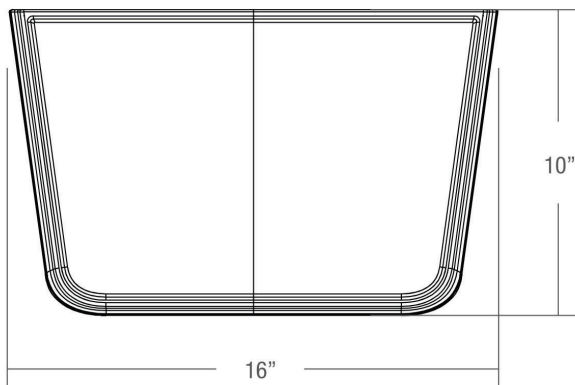
WEIGHT 4 lbs.

ASSEMBLY Bolt to the wall via concealed pilot holes with hardware of your choice.

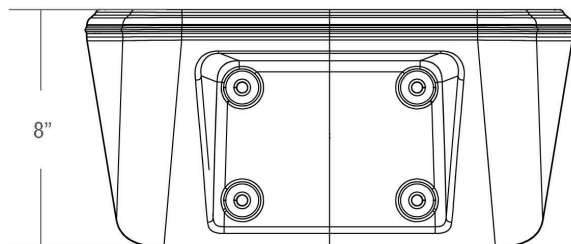
WARRANTY 10 Year Factory Warranty.

MAINTENANCE Easy to clean, sanitize & maintain.

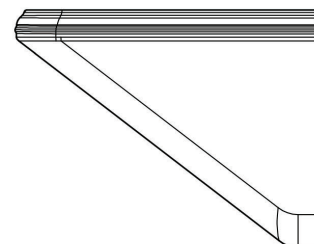
TOP VIEW



FRONT VIEW



SIDE VIEW



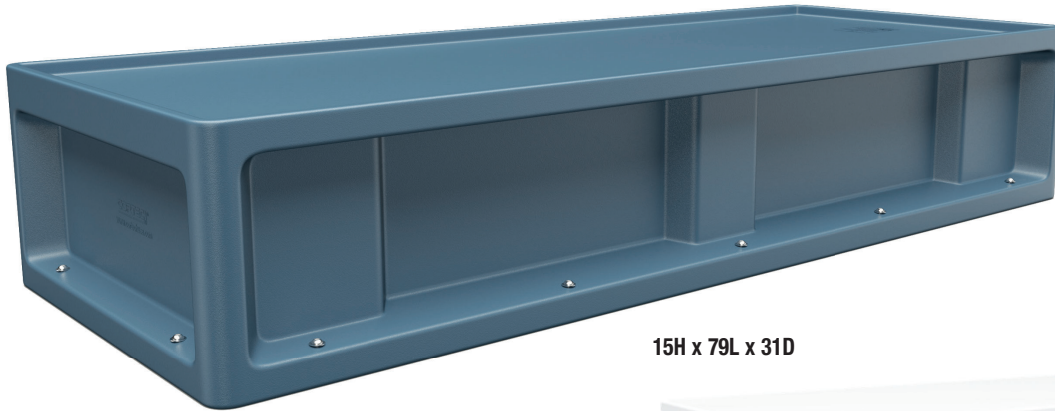
The Endurance™ Bed 0.0

Space Saving Bed

FURNISHINGS & PRODUCTS
NOW INFUSED WITH

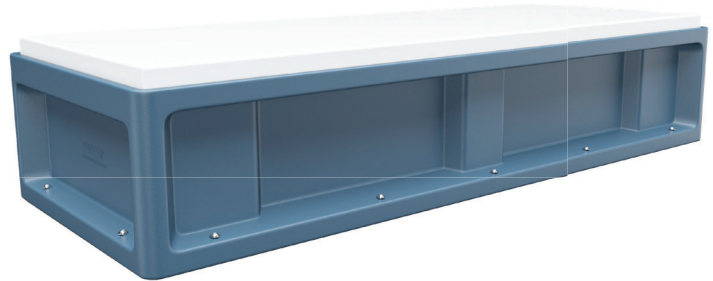
CORx

ANTIMICROBIAL COMPOUND




15H x 79L x 31D

**10 Year
Factory Warranty**



FEATURES:

- Durable, one piece, rotationally molded design for increased strength. Constructed of high impact “no break” polyethylene
- Designed for use with **30” x 77”** mattress. 4.5” thick mattress is recommended
- Sound dampening
- Easy to clean, sanitize & maintain
- Field installed restraint rings available
- Can be bolted to the floor via concealed pilot holes with hardware of your choice
- Passes Flammability UL 94 HB
- Tested to ISO 22196 showing a >99% reduction in bacteria
- Flame Retardant (passes Cal 133)
Test reports available upon request
- Manufactured to ISO Quality Standards in the USA 

ITEM	COLOR
7500AQ	Aqua
7500BK	Black
7500BG	Blue Gray
7500BN	Brown
7500BY	Burgundy
7500GY	Gray
7500GN	Green
7500IG	Indigo
7500MB	Midnight Blue
7500SD	Sand
7500SB	Slate Blue
7500SG	Stone Gray

Available in



Custom colors available upon request. Call Cortech for details.

OVERVIEW

The Endurance™ Bed 0.0 is a versatile, heavy duty, space saving sleep surface ideal for continuous, intensive use environments. **Manufactured to ISO Quality Standards in the USA.**

FABRICATION/MATERIAL

Durable, one piece, rotationally molded design for increased strength. Constructed of high impact polyethylene. No steel or wood components. High density foam. Flame Retardant (as shown passes Cal 133). Test reports available upon request.

COLOR Black, Blue Gray, Brown, Burgundy, Gray, Green, Sand and Slate Blue. Custom colors available upon request.

WEIGHT 80 lbs.

ASSEMBLY Bolt to the floor via concealed pilot holes with hardware of your choice.

WARRANTY 10 Year Factory Warranty.

MAINTENANCE Easy to clean, sanitize & maintain.

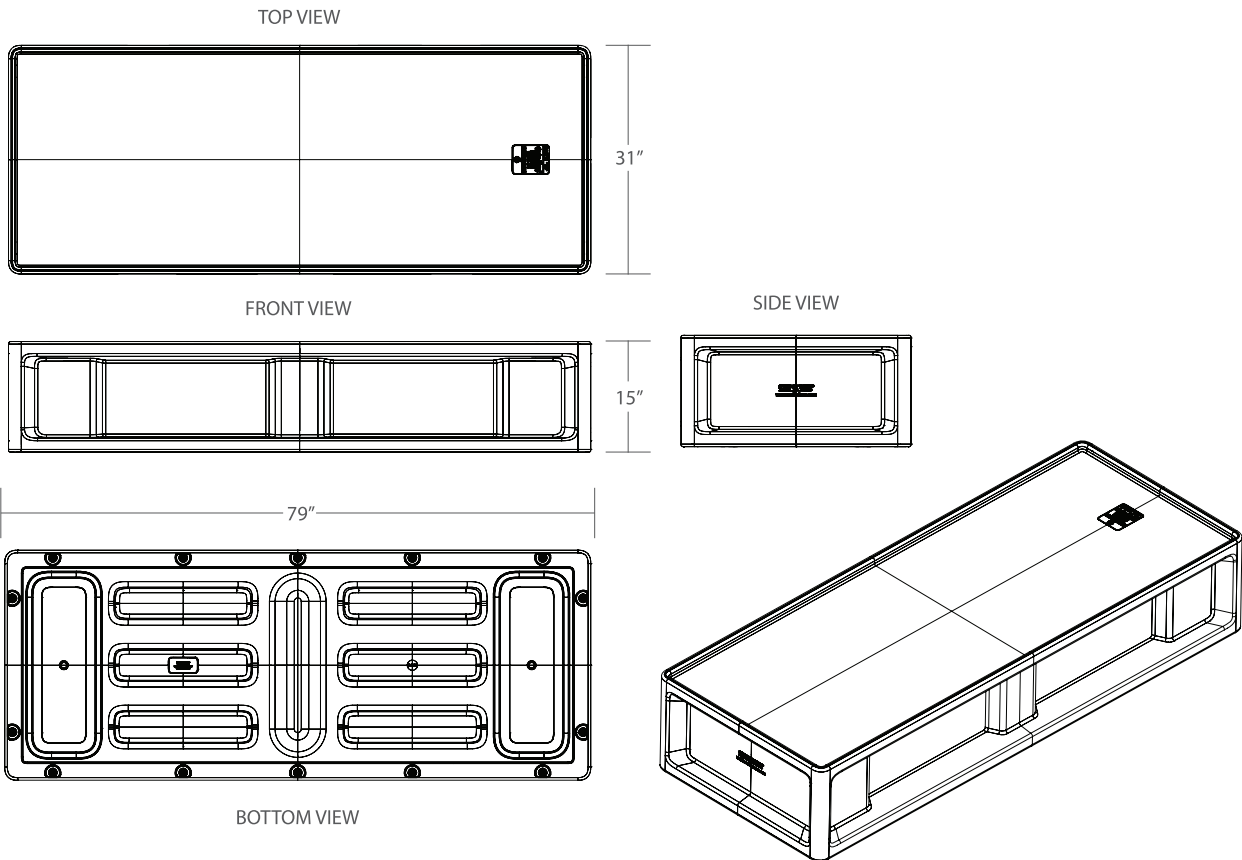


EXHIBIT B - CERTIFICATIONS
ITB #2022-80

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: _____

Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): _____

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(____) _____

Title: _____ Email: _____

Address, City, State, Zip: _____

Oregon CCB# (if applicable): _____

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

**EXHIBIT C
REFERENCES**

REFERENCE 1

Company: _____ Contact Name: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ E-Mail: _____

Goods or Services Provided: _____

REFERENCE 2

Company: _____ Contact Name: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ E-Mail: _____

Goods or Services Provided: _____

REFERENCE 3

Company: _____ Contact Name: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ E-Mail: _____

Goods or Services Provided: _____

EXHIBIT D - BID PRICE FORM
ITB #2022-80

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: 2022-80 Clackamas County Jail Beds and Installation

Date: _____

	QTY	Unit Price	Total
Custom Brackets	59		
Upper beds	225		
Lower bunks	207		
Steps	442		
Materials			
Installation and Removal			
LUMP SUM TOTAL			

Delivery Time after Receipt of Purchase Order: _____

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)

**EXHIBIT B
CONTRACTORS BID**



September 20, 2022

Captain Lee Eby
Clackamas County Jail
2206 Kaen Road
Oregon City, OR 97045

To whom it may concern:

We appreciate the opportunity to supply you with our bid for your county. Per your invitation for bid, Command Sourcing, Inc. has negotiated the attached offer for this equipment.

Command Sourcing will provide and install Cortech beds, steps, and accompanying equipment requested. We will comply with the prevailing wage provision. We will also, utilize all products referenced in exhibit A including custom brackets, specified caulk, security retaining hardware, installation specs, and touch up paint (as needed). Bed and step mounting height will not interfere with call button and any unforeseen damage will be covered. Further details on how this will be accomplished in your facility can be found in the facility notes found in this proposal.

Enclosed, please find the quote for our pricing.

Please contact Maggie Leach directly regarding this bid.

Maggie Leach
Senior Sales Consultant
Command Sourcing, Inc.
maggie@command sourcing.com
503-780-1867

Thanks for your consideration.

Our very best,

Jack McLaughlin
Command Sourcing, Inc.
VP/COO, Command Sourcing, Inc.



Clackamas Co. Bunk Project Walk Through Notes

Totals for Project – 225 Uppers/207 Loweres

Head Mount: 26

Brackets: 59

Steps: 442

Staging and storage of bunks, tools, installation requirements etc. in secured parking lot outside main Admin building and Sally Port

(2) Installation/Door(s) from Sally Port into building: 42" Wide
Facility Capacity # Must be Maintained

A Block – Layout Needed Head Mount

14 Bunks (5 Metal/ 2 Plastic)

7 uppers/7 lowers

Medical Dorm 1

(4) Steel Beds/ Ground Mounted

(4) Loweres Only

Possibly remove (2) existing wall mounted desk/shelves and replace with Endurance desk/shelf

Possibly replace existing video visitation Kiosk with smaller version but, Chris just installed

W Block & O Block

20 Sets of bunks

20 uppers/20 lowers

8 Brackets needed

Rm 1 & 2

Potential Upper bunks added to singles

Back-to-Back between cells (B2B)

CMU Sub-straight

Rm. 3

Bed wall / Bottom & Top Beds

Toilet to wall 7'.5"

Possibly replace Desks

E Block: Lower Level

Remove Steel Upper Bunks
6 Cells- 6 Upper Only
6 Brackets Needed
Not B2B – Plate Mounting System Required

F Block

12 Uppers Only
12 Brackets Needed
Not B2B
Possible 12 Desks/ ADA Compliant
Might be able to move (2) bunks to Z Block

E Block: Upper Level (Will NOT have to carry beds up the stairs)

10 sets of Bunks/All Metal
10 Uppers/10 lowers
(Possible Head Mount)
Block NEEDS to sleep 20 ppl
Front Wall- Special window plates 10" Wide/Custom to fit back of bunk- NO Ligature points!
Weld on site to frame
Cannot Cover Windows to breezeway or block visual access

Z Block

9 sets of bunks
9 Uppers/9 Lower
(Possible Head Mount)
(2) Desks – Replace?
Currently- (2) Phones, (4) Tablets, (1) Video Visitation
Mike took video of Room

H Block

Currently: (4) Bunks
Goal- Increase to 10
5 Uppers/5 Lower - Possible Bracket
Sub-straight CMU
NO Back Plate Needed
(2) Tables to be moved to forward area to make room for additional bunks
Wall is Fiberboard Not CMU-Can support from opposite side
Try to keep 8' Clear Area when first entering room for unobstructed visual access

X Block – Upper & Lower

22 Upper/ 22 Lower
6 Brackets Needed
X1 No B2B
X2 No B2B

R Block & J Block (Same)

26 Doors- 1 set of bunks per cell (2 beds)
26 Uppers/26 Lower
6 Brackets Needed
R1 No B2B- Potentially have to mount through SS Shower
R2-R13 B2B

T Block & N Block (Same)

26 Doors- 1 set of bunks per cell (2beds)
26 Uppers/26 Lower
2 Brackets Needed
T1-T12 B2B
T13 Not B2B Fully Filled CMU/Exterior Wall

V Block & L Block (Same)

22 sets of Bunks
22 Uppers/ 22 Lower
2 Brackets Needed
V1-V10 B2B
V-11 No B2B

Y Block & Q Block

20 Set of Bunks
20 Uppers/20 Lower
8 Brackets Needed
Y1 – Electrical panels on other side of CMU/ Cannot go through walls
Y4 & Y5 No B2B – Steel plate for mount
Y10 Extension Wall/ CMU Filled No B2B

S Block & K Block

16 sets of bunks
16 Uppers/16 Lower
8 Brackets needed
S1 No B2B
S2 Chaseway
S3 Chaseway
S 8 Exterior Wall/CMU

U & M Block

20 Sets of bunks
20 Uppers/20 Lower
No Brackets Needed
U1-U2 B2B

The Endurance™ Wall Mount Bunk


**10 Year
Factory Warranty**



18H x 81L x 35D



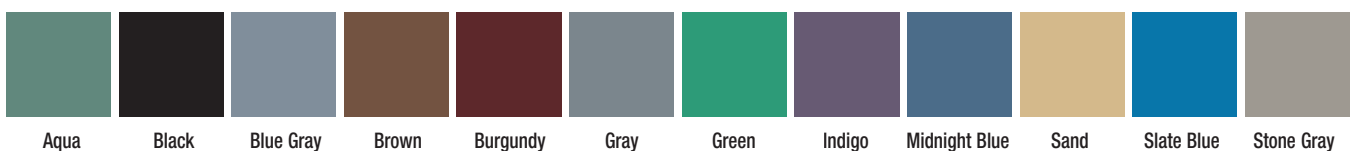
FEATURES:

- Durable, one piece, rotationally molded design for increased strength. Constructed of high impact “no break” polyethylene. No steel or wood components
- Bolt to wall via pilot holes with hardware of your choice
- Designed for use with **30” x 75”** mattress. 4.5” thick mattress is recommended.
- Space saving for double bunk use
- Field-installed restraint rings available
- Sound dampening
- Cycle Testing- 250 lb. load cycled 70,000 times
- Static Load Testing – 2,000 lbs. for 24 hours, residual deflection under .3”
- Passes ASTM WK57116 for Steel Bunks
- Easy to clean, sanitize & maintain
- Passes Flammability UL 94 HB
- Tested to ISO 22196 showing a >99% reduction in bacteria
- Flame Retardant (passes Cal 133)
Test reports available upon request
- Manufactured to ISO Quality Standards in the USA 



ITEM	COLOR
7701AQ	Aqua
7701BK	Black
7701BG	Blue Gray
7701BN	Brown
7701BY	Burgundy
7701GY	Gray
7701GN	Green
7701IG	Indigo
7701MB	Midnight Blue
7701SD	Sand
7701SB	Slate Blue
7701SG	Stone Gray

Available in



Custom colors available upon request. Call Cortech for details.

Our Intense Use Products Contribute to a Safe and Humane Environment.
For Full Specifications Call Toll Free 800-571-0770 / Fax: 630-455-0813 / or Visit www.cortechusa.com

OVERVIEW

The Endurance™ Wall Mount Bunk is ideal for continuous, intensive use environments. **Manufactured to ISO Quality Standards in the USA.**

FABRICATION/MATERIAL

Durable, one piece, rotationally molded design for increased strength. Constructed of high impact polyethylene. No steel or wood components. Flame Retardant (as shown passes Cal 133). Test reports available upon request. 2,000 lb. static load tested.

COLOR Black, Blue Gray, Brown, Burgundy, Gray, Green, Sand and Slate Blue. Custom colors available upon request.

WEIGHT 150 lbs.

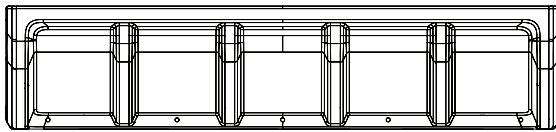
OPTIONS Restraint rings. Hardware bit size: T40.

ASSEMBLY Bolt to the wall via concealed pilot holes with hardware of your choice.

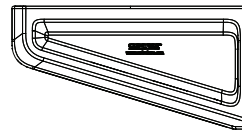
WARRANTY 10 Year Factory Warranty.

MAINTENANCE Easy to clean, sanitize & maintain.

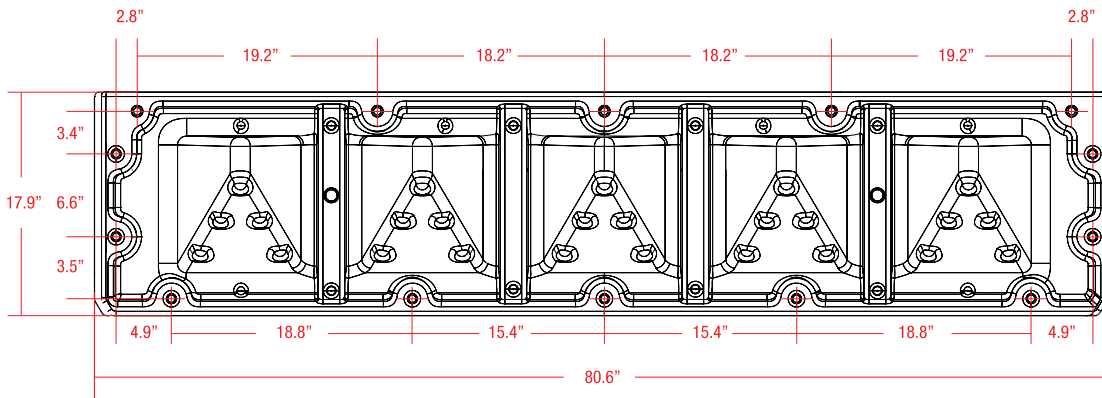
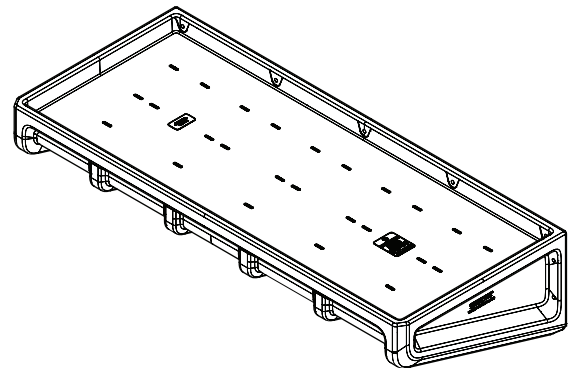
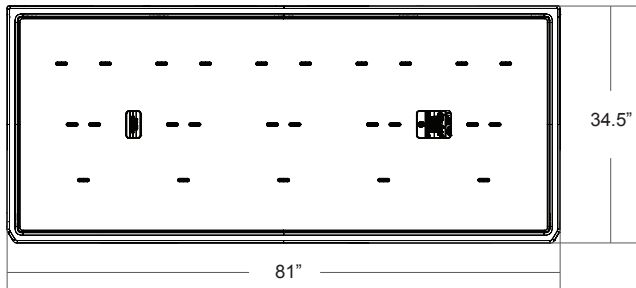
FRONT VIEW



SIDE VIEW



TOP VIEW

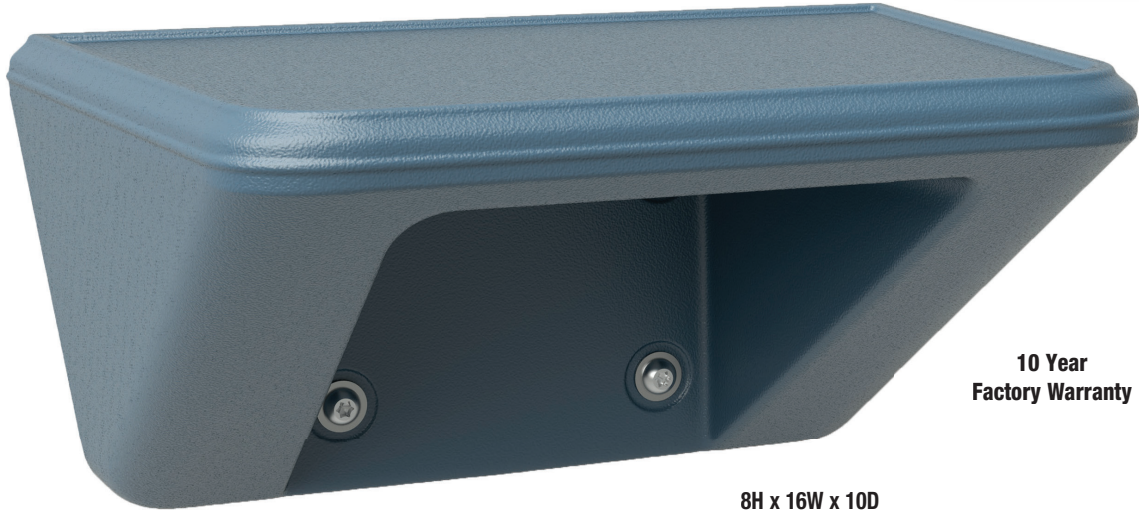


The Endurance™

All Purpose Wall Mount Shelf/Step 2.0

Wall Mount Shelf/Step - Large

FURNISHINGS & PRODUCTS
NOW INFUSED WITH
CORx
ANTIMICROBIAL COMPOUND



**10 Year
Factory Warranty**

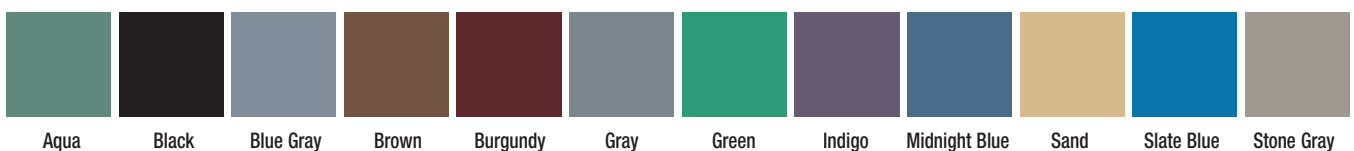
8H x 16W x 10D

FEATURES:

- Durable, one piece, rotationally molded design for increased strength. Constructed of high impact “no break” polyethylene. No steel or wood components
- Functions as shelf or step
- Bolt to the wall via pilot holes with hardware of your choice
- Sound dampening
- Easy to clean, sanitize & maintain
- Passes Flammability UL 94 HB
- Tested to ISO 22196 showing a >99% reduction in bacteria
- Flame Retardant (passes Cal 133)
Test reports available upon request
- Manufactured to ISO Quality Standards in the USA 

ITEM	COLOR
8600AQ	Aqua
8600BK	Black
8600BG	Blue Gray
8600BN	Brown
8600BY	Burgundy
8600GY	Gray
8600GN	Green
8600IG	Indigo
8600MB	Midnight Blue
8600SD	Sand
8600SB	Slate Blue
8600SG	Stone Gray

Available in



Custom colors available upon request. Call Cortech for details.

OVERVIEW

The Endurance™ All Purpose Wall Mount Shelf/Step 2.0 is a versatile, heavy duty, large shelf that is ideal for continuous, intensive use environments. **Manufactured to ISO Quality Standards in the USA.**

FABRICATION/MATERIAL

Durable, one piece, rotationally molded design for increased strength. Constructed of high impact polyethylene. No steel or wood components. Flame Retardant (as shown passes Cal 133). Test reports available upon request.

COLOR Black, Blue Gray, Brown, Burgundy, Gray, Green, Sand and Slate Blue. Custom colors available upon request.

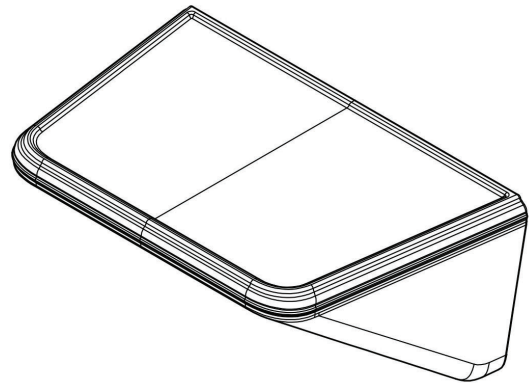
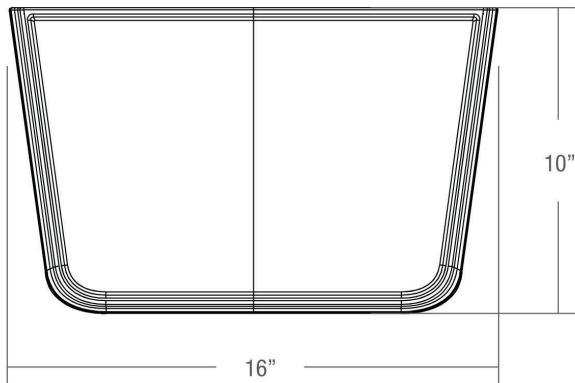
WEIGHT 4 lbs.

ASSEMBLY Bolt to the wall via concealed pilot holes with hardware of your choice.

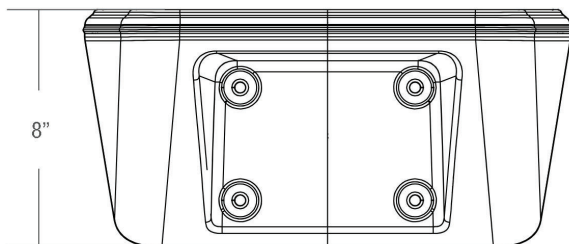
WARRANTY 10 Year Factory Warranty.

MAINTENANCE Easy to clean, sanitize & maintain.

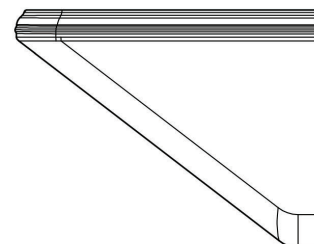
TOP VIEW



FRONT VIEW



SIDE VIEW



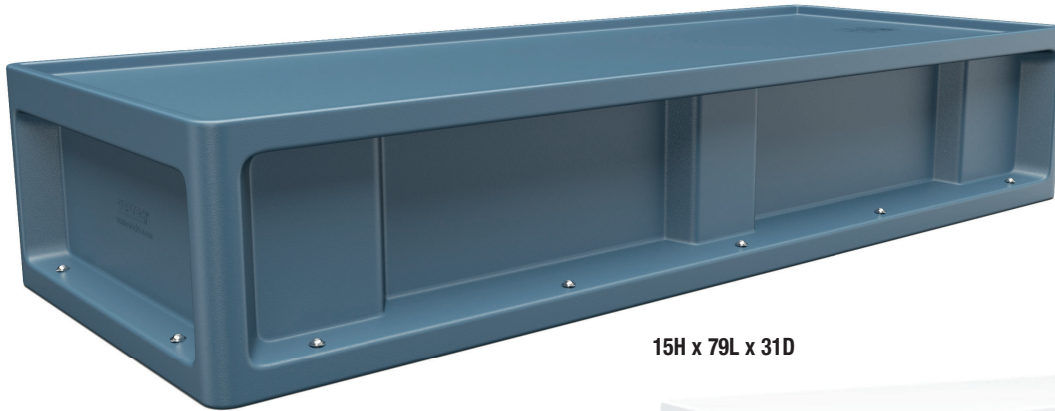
The Endurance™ Bed 0.0

Space Saving Bed

FURNISHINGS & PRODUCTS
NOW INFUSED WITH

CORx

ANTIMICROBIAL COMPOUND




15H x 79L x 31D

**10 Year
Factory Warranty**



FEATURES:

- Durable, one piece, rotationally molded design for increased strength. Constructed of high impact “no break” polyethylene
- Designed for use with **30” x 77”** mattress. 4.5” thick mattress is recommended
- Sound dampening
- Easy to clean, sanitize & maintain
- Field installed restraint rings available
- Can be bolted to the floor via concealed pilot holes with hardware of your choice
- Passes Flammability UL 94 HB
- Tested to ISO 22196 showing a >99% reduction in bacteria
- Flame Retardant (passes Cal 133) Test reports available upon request
- Manufactured to ISO Quality Standards in the USA 

ITEM	COLOR
7500AQ	Aqua
7500BK	Black
7500BG	Blue Gray
7500BN	Brown
7500BY	Burgundy
7500GY	Gray
7500GN	Green
7500IG	Indigo
7500MB	Midnight Blue
7500SD	Sand
7500SB	Slate Blue
7500SG	Stone Gray

Available in



Custom colors available upon request. Call Cortech for details.

OVERVIEW

The Endurance™ Bed 0.0 is a versatile, heavy duty, space saving sleep surface ideal for continuous, intensive use environments. **Manufactured to ISO Quality Standards in the USA.**

FABRICATION/MATERIAL

Durable, one piece, rotationally molded design for increased strength. Constructed of high impact polyethylene. No steel or wood components. High density foam. Flame Retardant (as shown passes Cal 133). Test reports available upon request.

COLOR Black, Blue Gray, Brown, Burgundy, Gray, Green, Sand and Slate Blue. Custom colors available upon request.

WEIGHT 80 lbs.

ASSEMBLY Bolt to the floor via concealed pilot holes with hardware of your choice.

WARRANTY 10 Year Factory Warranty.

MAINTENANCE Easy to clean, sanitize & maintain.

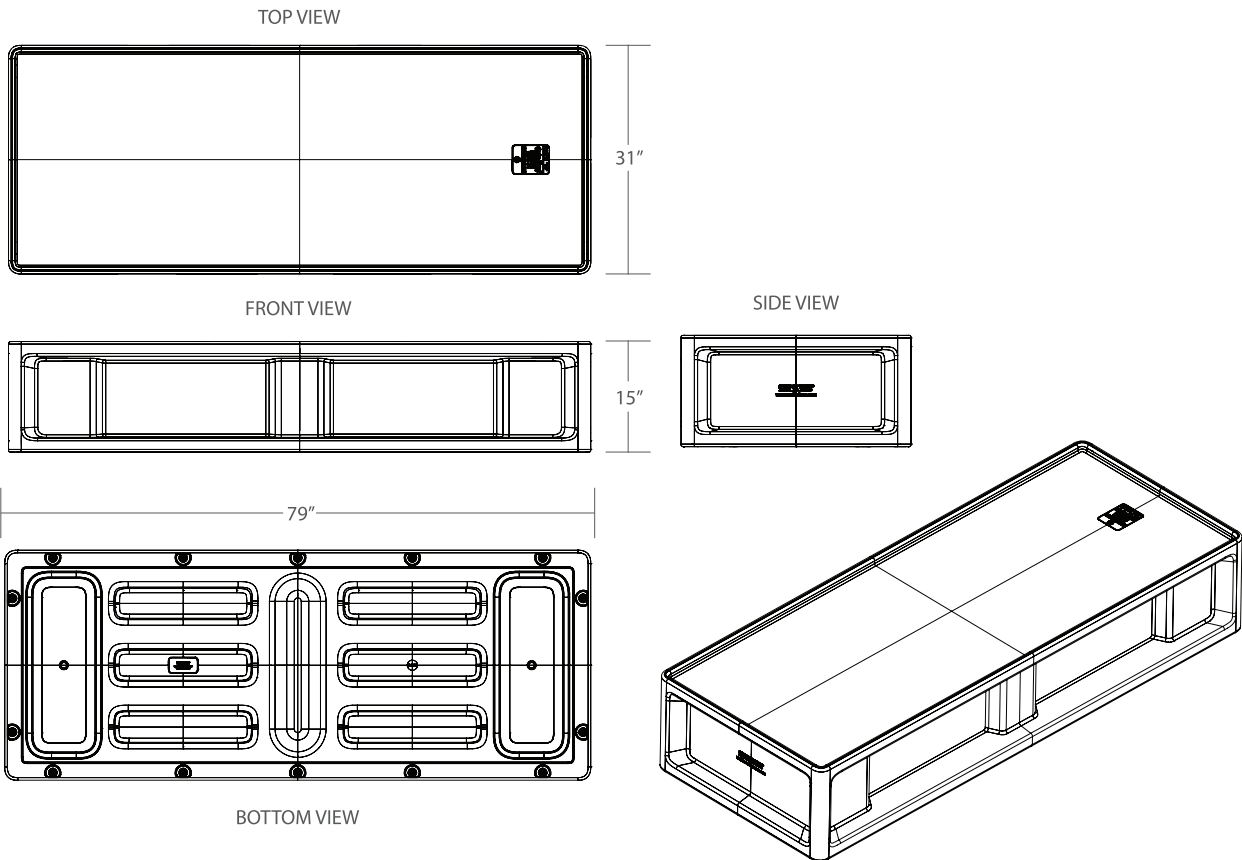


EXHIBIT B - CERTIFICATIONS
ITB #2022-80

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: _____

Non-Resident Bidder, Resident State: California

Company Legal Business Name (No DBA/ABN): Command Sourcing Inc.

Authorized Signature:  Date: 9/20/2022

Name (Type or Print): Jack McLaughlin Telephone: (650) 318-8877

Title: Chief Operating Officer Email: jack@commandsourcing.com

Address, City, State, Zip: 6100 Horseshoe Bar Rd, STE A #228, Loomis, CA 95650

Oregon CCB# (if applicable): N/A

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit
 Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

**EXHIBIT C
REFERENCES**

REFERENCE 1

Company: Deschutes County Sheriff Contact Name: Captain Mike Shults
Address: 63333 West HWY 20 Phone Number: (503) 680-3964
City, State, Zip: Bend, OR 97701 E-Mail: Michael.Shults@deschutes.org
Goods or Services Provided: Endurance Beds, Wall Bunks, Furniture, Body
Scanner, and many various other products.

REFERENCE 2

Company: Umatilla County Sheriff Contact Name: Captain Kenny Franks
Address: 4700 NW Pioneer PL Phone Number: (541) 966-3964
City, State, Zip: Pendleton, OR 97801 E-Mail: kenny.franks@umatillacounty.net
Goods or Services Provided: Body Scanner, Laundry & Kitchen Chemicals, The
WRAP and many various other products.

REFERENCE 3

Company: Douglas County Sheriff Contact Name: UnderSheriff Jeff Frieze
Address: 1036 SE Douglas Ave Phone Number: (541) 670-4794
City, State, Zip: Roseburg, OR 97470 E-Mail: jhfrieze@co.douglas.or.us
Goods or Services Provided: Body Scanner, The WRAP, and many various other
products.

EXHIBIT D - BID PRICE FORM
ITB #2022-80

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: 2022-80 Clackamas County Jail Beds and Installation

Date: 9/20/22

	QTY	Unit Price	Total
Custom Brackets	59	Included in 'Materials'	Included in 'Materials'
Upper beds	225	\$ 1,203.60	\$ 270,810.00
Lower bunks	207	\$ 1,020.00	\$ 211,140.00
Steps	442	\$ 102.00	\$ 45,084.00
Materials	1	\$ 218,750.00	\$ 218,750.00
Installation and Removal	4	\$ 30,000.00	\$ 120,000.00
Estimated Shipping/Handling	1	\$ 14,030.00	\$ 14,030.00
LUMP SUM TOTAL			\$ 879,814.00

Delivery Time after Receipt of Purchase Order: Estimated to be 10-12 weeks

Company: Command Sourcing Inc.

Address, City, State, Zip: 6100 Horseshoe Bar Rd, STE A #228, Loomis, CA 95650

Contact Name: Telephone: Maggie Leach: (503) 780-1867

Contact Title: Senior Sales Consultant Email: maggie@command sourcing.com

By:  Title: Chief Operating Officer
(Authorized Signature)

COVER SHEET

New Agreement/Contract

Amendment/Change/Extension to _____

Other _____

Originating County Department: Clackamas County Sheriff's Office

Other party to contract/agreement: Command Sourcing, Inc.

Document Title:

Approval of a Goods and Services Contract with Command Sourcing Inc. for Jail Bed Replacement and Installation. Contract value not to exceed \$879,814. Funding is through budgeted County General Funds.

After filing please return to:

CCSO - Mike Morasko

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____