

Requested by Representative SMITH WARNER

**PROPOSED AMENDMENTS TO
A-ENGROSSED HOUSE BILL 3203**

1 On page 1 of the printed A-engrossed bill, delete lines 6 through 17 and
2 delete pages 2 through 10 and insert:

3 **“SECTION 1.** ORS 279C.305 is amended to read:

4 “279C.305. (1) *[It is]* The policy of the State of Oregon **is** that contracting
5 agencies shall make every effort to construct public improvements at the
6 least cost to the contracting agency.

7 “(2)(a) Not less than 30 days *[prior to adoption of the contracting*
8 *agency’s]* **before adopting a** budget for the subsequent budget period **or**
9 **before starting to construct a public improvement**, each contracting
10 agency shall prepare and file with the Commissioner of the Bureau of Labor
11 and Industries a list of every public improvement *[known to the contracting*
12 *agency]* that the contracting agency plans to fund in the budget period,
13 identifying each improvement by name and estimating the total on-site con-
14 struction costs. The list *[shall]* **must** also *[contain a statement as to]* **state**
15 whether the contracting agency intends to perform the construction through
16 a private contractor. *[If the contracting agency intends to perform construction*
17 *work using the contracting agency’s own equipment and personnel on a project*
18 *estimated to cost more than \$125,000, the contracting agency shall also show*
19 *that the contracting agency’s decision conforms to the policy stated in sub-*
20 *section (1) of this section. The list is a public record and may be revised pe-*
21 *riodically by the agency.]*

1 **“(b) If the contracting agency intends to use the contracting**
2 **agency’s own equipment or personnel to perform construction work**
3 **on a public improvement, and the value of the construction work that**
4 **the contracting agency intends to perform with the contracting**
5 **agency’s own equipment or personnel exceeds \$250,000, the contracting**
6 **agency shall file with the commissioner not later than 180 days before**
7 **construction begins on the public improvement an analysis that shows**
8 **that the contracting agency’s decision conforms to the policy stated**
9 **in subsection (1) of this section. The list and the analysis are public**
10 **records and the contracting agency may periodically revise the list or**
11 **analysis.**

12 **“(3) As part of the analysis required under subsection (2)(b) of this**
13 **section, a contracting agency shall:**

14 **“(a) Estimate the cost of contracting with a private contractor to**
15 **construct the public improvement, including in the estimate all nec-**
16 **essary and related costs that the private contractor would incur to**
17 **construct the public improvement;**

18 **“(b) Estimate the costs the contracting agency would incur in con-**
19 **structing the public improvement with the contracting agency’s own**
20 **equipment or personnel and include in the estimate:**

21 **“(A) The cost of labor, including all benefits the contracting agency**
22 **pays to or on behalf of employees of the contracting agency who will**
23 **work on the public improvement, workers’ compensation insurance**
24 **premiums and the cost of traveling to and from the site of the public**
25 **improvement;**

26 **“(B) The cost of equipment, including costs associated with leasing,**
27 **renting or acquiring and owning the equipment, costs for transporting**
28 **the equipment to and from the site of the public improvement, costs**
29 **for depreciation and costs for insuring, operating, storing, repairing**
30 **and maintaining the equipment;**

1 “(C) The costs of administration and overhead the contracting
2 agency will incur, including insurance, shop and office costs that are
3 allocable to the public improvement;

4 “(D) The cost of tools and materials;

5 “(E) The costs associated with any contracts into which the con-
6 tracting agency must enter;

7 “(F) The commercially reasonable value of quality control testing
8 if the contracting agency would require a private contractor that
9 constructed the public improvement to undergo quality control test-
10 ing; and

11 “(G) Any other necessary and related costs that the contracting
12 agency will incur to construct the public improvement with the con-
13 tracting agency’s own equipment or personnel; and

14 “(c) Compare the cost the contracting agency estimates under par-
15 agraph (a) of this subsection with the cost the contracting agency es-
16 timates under paragraph (b) of this subsection.

17 “[(3)] (4)(a) Before a contracting agency constructs a public improvement
18 with *[its]* the contracting agency’s own equipment or personnel[:], the
19 contracting agency shall prepare plans, specifications and estimates
20 of the unit cost of each classification of construction work that are
21 sufficient to control the performance of the construction work and
22 ensure satisfactory construction quality, if the value of the con-
23 struction work that the contracting agency will perform with the
24 contracting agency’s equipment or personnel exceeds \$250,000.

25 “[(a) *If the estimated cost exceeds \$125,000, the contracting agency shall*
26 *prepare adequate plans and specifications and the estimated unit cost of each*
27 *classification of work. The estimated cost of the work must include a reason-*
28 *able allowance for the cost, including investment cost, of any equipment used.*
29 *As used in this paragraph, ‘adequate’ means sufficient to control the perform-*
30 *ance of the work and to ensure satisfactory quality of construction by the*

1 *contracting agency personnel.*]

2 “(b) The contracting agency shall [*cause to be kept and preserved*] **prepare**
3 **and preserve** a full, true and accurate account of the **actual** costs of per-
4 forming the **construction** work, including all [*engineering and administra-*
5 *tive expenses and the cost, including investment costs, of any equipment used*]
6 **categories of costs described in subsection (3)(b) of this section.** The
7 final account of the costs is a public record.

8 “[~~4~~] **(5)** Subsections (2) [*and (3)*] **to (4)** of this section do not apply to
9 a contracting agency [*when*] **if:**

10 “**(a)** The public improvement is [*to be used for the distribution or trans-*
11 *mission of*] **for distributing or transmitting** electric power[.]; **or**

12 “**(b)** **The contracting agency did not receive a responsive quotation**
13 **for constructing the public improvement from a responsible bidder or**
14 **proposer after soliciting quotes for constructing the public improve-**
15 **ment, if the solicitation:**

16 “**(A)** **Occurred within one year before the date on which con-**
17 **struction began; and**

18 “**(B)** **Allowed a commercially reasonable time in which to perform**
19 **the construction.**

20 “[~~5~~] **(6)(a)** **Except as provided in paragraph (b) of this subsection,**
21 for purposes of this section, resurfacing [*of*] highways, roads or streets at a
22 depth of two or more inches and at an estimated cost that exceeds
23 [~~\$125,000~~] **\$200,000** is a public improvement.

24 “**(b)** **A public improvement does not include:**

25 “**(A)** **Maintenance patching, chip seals or other seals as a mainte-**
26 **nance treatment on highways, roads, streets or bridges; or**

27 “**(B)** **Maintenance resurfacing for a single road, highway or street**
28 **if the total cost of the resurfacing exceeds \$200,000 but is less than \$2**
29 **million, provided that the cost of resurfacing any one location on the**
30 **road, highway or street does not exceed \$200,000 and provided that the**

1 contracting agency does not artificially separate the resurfacing into
2 smaller projects in order to avoid the application of this section.

3 “(7)(a) The Bureau of Labor and Industries, in each biennium that
4 begins on or after July 1, 2019, shall adjust the \$250,000 threshold at
5 which the requirements of subsections (2) to (4) of this section apply
6 and the \$200,000 to \$2 million range within which the exemption set
7 forth in subsection (6) of this section applies. To make the adjustment,
8 the bureau shall multiply the threshold amount and the amounts that
9 constitute the range by a ratio that the bureau derives from dividing
10 the averaged construction cost index for the preceding two calendar
11 years by the averaged construction cost index for the two-year period
12 that ends on June 30, 2017.

13 “(b) As used in paragraph (a) of this subsection, ‘construction cost
14 index’ means a nationally recognized index of construction costs that
15 the commissioner specifies by rule.

16 “SECTION 2. Section 3 of this 2017 Act is added to and made a part
17 of ORS chapter 279C.

18 “SECTION 3. (1)(a) A contractor, or a trade association of contrac-
19 tors acting on behalf of a member of the trade association, may allege
20 in a complaint to the Commissioner of the Bureau of Labor and In-
21 dustries that a contracting agency has violated ORS 279C.305 with re-
22 spect to a public improvement that the contractor was eligible to
23 construct.

24 “(b) A complaint under paragraph (a) of this subsection must set
25 forth the acts or omissions that constitute the alleged violation. The
26 contractor or trade association must file the complaint with the com-
27 missioner within one year after the contractor or trade association
28 discovered or should have known that the violation occurred.

29 “(c) The contractor or trade association must submit along with a
30 complaint under paragraph (a) of this subsection a filing fee of \$250.

1 **If the commissioner finds substantial evidence of a violation, the**
2 **commissioner shall refund the filing fee. The commissioner by rule**
3 **may specify other circumstances in which the commissioner will re-**
4 **fund the filing fee.**

5 **“(d) The commissioner shall dismiss a complaint under this sub-**
6 **section if the contractor or trade association brings an action in a**
7 **court of this state or initiates another proceeding that alleges an act**
8 **or omission that is the same or substantially similar to an act or**
9 **omission the contractor or trade association alleged in the complaint.**

10 **“(2)(a) The commissioner may investigate a violation of ORS**
11 **279C.305 that is alleged in a complaint under subsection (1) of this**
12 **section or that the commissioner discovers or otherwise has reason to**
13 **believe occurred.**

14 **“(b) In the course of an investigation under this subsection, the**
15 **commissioner may:**

16 **“(A) Compel attendance from witnesses, receive testimony and ex-**
17 **amine the witnesses under oath;**

18 **“(B) Require a contracting agency or an employee of a contracting**
19 **agency to produce books, records, files and other documents; and**

20 **“(C) Take any other action the commissioner deems necessary to**
21 **conduct the investigation.**

22 **“(3)(a) The commissioner must conclude an investigation under**
23 **subsection (2) of this section within 60 days after the date of a com-**
24 **plaint under subsection (1) of this section and must either find sub-**
25 **stantial evidence of a violation of ORS 279C.305 or dismiss the**
26 **complaint. If the commissioner finds substantial evidence of a vio-**
27 **lation, the commissioner shall:**

28 **“(A) Notify the contracting agency in writing that the commis-**
29 **sioner has found substantial evidence of a violation of ORS 279C.305,**
30 **describe the nature of the violation and, if the commissioner has not**

1 found a violation in the five years preceding the date of the complaint,
2 state that for future violations, the commissioner will require the
3 contracting agency to negotiate an agreement under paragraph (b) of
4 this subsection.

5 “(B) Provide a copy of any notice the commissioner issued under
6 subparagraph (A) of this paragraph to any contractor or trade associ-
7 ation that filed a complaint concerning the violation under subsection
8 (1) of this section.

9 “(b) If the commissioner in the course of an investigation under
10 subsection (2) of this section finds that the contracting agency violated
11 ORS 279C.305 within the five years preceding the date of the complaint,
12 the commissioner shall specify a period of time within which the con-
13 tracting agency must negotiate an agreement with the contractor or
14 the trade association to remedy the violation and prevent future vio-
15 lations.

16 “(c) If the contracting agency and the contractor or trade associ-
17 ation enter into an agreement within the specified period, the com-
18 missioner in an order shall set forth, and direct the contracting agency
19 to comply with, the terms of the agreement.

20 “(d) If negotiations between the contracting agency and the con-
21 tractor or trade association do not result in an agreement within the
22 time the commissioner specifies, the commissioner may:

23 “(A) Extend the time period for negotiations;

24 “(B) End negotiations and dismiss the complaint; or

25 “(C) End negotiations and initiate a contested case hearing against
26 the contracting agency under ORS chapter 183.

27 “(4)(a) If a contracting agency that is a party to an agreement set
28 forth in accordance with an order of the commissioner under sub-
29 section (3)(c) of this section breaches the agreement, a contractor or
30 trade association that is a party to the agreement may submit a

1 **complaint to the commissioner that asks the commissioner to enforce**
2 **the agreement. The contractor or trade association must file the**
3 **complaint within 180 days after the date the contractor or trade asso-**
4 **ciation discovered or should have known of the breach.**

5 **“(b) The commissioner shall investigate a complaint that a con-**
6 **tractor or trade association files under paragraph (a) of this subsection**
7 **as provided in subsection (2) of this section. If the commissioner finds**
8 **substantial evidence that the contracting agency materially breached**
9 **the agreement, the commissioner may:**

10 **“(A) Issue an order to cease and desist from the contracting**
11 **agency’s material breach and to perform actions that the commis-**
12 **sioner determines will carry out the purposes of ORS 279C.305 and**
13 **remedy the effects of the breach; or**

14 **“(B) Conduct a contested case hearing in accordance with ORS**
15 **chapter 183.**

16 **“(c) An order to cease and desist that the commissioner issues un-**
17 **der paragraph (b)(A) of this subsection may not include an award of**
18 **attorney fees. The remedy that the commissioner orders may include**
19 **requiring the contracting agency to enter into a contract with the**
20 **contractor to perform any remaining construction on the public im-**
21 **provement that is the subject of the contracting agency’s violation.**

22 **“(5)(a) If the commissioner finds by a preponderance of the evidence**
23 **in a contested case hearing under subsection (3)(d)(C) of this section**
24 **that a local contracting agency violated the least cost policy set forth**
25 **in ORS 279C.305 (1), or in a contested case hearing under subsection**
26 **(4)(b)(B) of this section that a local contracting agency materially**
27 **breached the agreement described in subsection (3)(c) of this section,**
28 **the commissioner may impose a civil penalty of not more than \$5,000**
29 **for the violation or breach or a civil penalty of not more than \$20,000**
30 **if the commissioner determines that the local contracting agency**

1 **willfully engaged in a violation of the least cost policy set forth in ORS**
2 **279C.305 (1).**

3 **“(b) The commissioner shall impose a civil penalty under paragraph**
4 **(a) of this subsection in accordance with ORS 183.745 and shall apply**
5 **the proceeds of the civil penalty first to the costs of the**
6 **commissioner’s investigation and any administrative proceedings that**
7 **result from the investigation. The commissioner shall deposit any re-**
8 **maining proceeds in the State Treasury to the credit of the General**
9 **Fund.**

10 **“SECTION 4.** ORS 279A.010 is amended to read:

11 **“279A.010. (1) As used in the Public Contracting Code, unless the context**
12 **or a specifically applicable definition requires otherwise:**

13 **“(a) ‘Bidder’ means a person that submits a bid in response to an invita-**
14 **tion to bid.**

15 **“(b) ‘Contracting agency’ means a public body authorized by law to con-**
16 **duct a procurement. ‘Contracting agency’ includes, but is not limited to, the**
17 **Director of the Oregon Department of Administrative Services and any per-**
18 **son authorized by a contracting agency to conduct a procurement on the**
19 **contracting agency’s behalf. ‘Contracting agency’ does not include the judi-**
20 **cial department or the legislative department.**

21 **“(c) ‘Days’ means calendar days.**

22 **“(d) ‘Department’ means the Oregon Department of Administrative Ser-**
23 **vices.**

24 **“(e) ‘Director’ means the Director of the Oregon Department of Adminis-**
25 **trative Services or a person designated by the director to carry out the au-**
26 **thority of the director under the Public Contracting Code.**

27 **“(f) ‘Emergency’ means circumstances that:**

28 **“(A) Could not have been reasonably foreseen;**

29 **“(B) Create a substantial risk of loss, damage or interruption of services**
30 **or a substantial threat to property, public health, welfare or safety; and**

1 “(C) Require prompt execution of a contract to remedy the condition.

2 “(g) ‘Energy savings performance contract’ means a public contract be-
3 tween a contracting agency and a qualified energy service company for the
4 identification, evaluation, recommendation, design and construction of en-
5 ergy conservation measures, including a design-build contract, that guaran-
6 tee energy savings or performance.

7 “(h) ‘Executive department’ has the meaning given that term in ORS
8 174.112.

9 “(i) ‘Goods’ includes supplies, equipment, materials, personal property,
10 including any tangible, intangible and intellectual property and rights and
11 licenses in relation thereto, and combinations of any of the items identified
12 in this paragraph.

13 “(j) ‘Goods and services’ or ‘goods or services’ includes combinations of
14 any of the items identified in the definitions of ‘goods’ and ‘services.’

15 “(k)(A) ‘Grant’ means:

16 “(i) An agreement under which a contracting agency receives moneys,
17 property or other assistance, including but not limited to federal assistance
18 that is characterized as a grant by federal law or regulations, loans, loan
19 guarantees, credit enhancements, gifts, bequests, commodities or other assets,
20 from a grantor for the purpose of supporting or stimulating a program or
21 activity of the contracting agency and in which no substantial involvement
22 by the grantor is anticipated in the program or activity other than involve-
23 ment associated with monitoring compliance with the grant conditions; or

24 “(ii) An agreement under which a contracting agency provides moneys,
25 property or other assistance, including but not limited to federal assistance
26 that is characterized as a grant by federal law or regulations, loans, loan
27 guarantees, credit enhancements, gifts, bequests, commodities or other assets,
28 to a recipient for the purpose of supporting or stimulating a program or ac-
29 tivity of the recipient and in which no substantial involvement by the con-
30 tracting agency is anticipated in the program or activity other than

1 involvement associated with monitoring compliance with the grant condi-
2 tions.

3 “(B) ‘Grant’ does not include a public contract for a public improvement,
4 for public works, as defined in ORS 279C.800, or for emergency work, minor
5 alterations or ordinary repair or maintenance necessary to preserve a public
6 improvement, when under the public contract a contracting agency pays, in
7 consideration for contract performance intended to realize or to support the
8 realization of the purposes for which grant funds were provided to the con-
9 tracting agency, moneys that the contracting agency has received under a
10 grant.

11 “(L) ‘Industrial oil’ means any compressor, turbine or bearing oil, hy-
12 draulic oil, metal-working oil or refrigeration oil.

13 “(m) ‘Judicial department’ has the meaning given that term in ORS
14 174.113.

15 “(n) ‘Legislative department’ has the meaning given that term in ORS
16 174.114.

17 “(o) ‘Local contract review board’ means a local contract review board
18 described in ORS 279A.060.

19 “(p) ‘Local contracting agency’ means a local government or special gov-
20 ernment body authorized by law to conduct a procurement. ‘Local contract-
21 ing agency’ includes any person authorized by a local contracting agency to
22 conduct a procurement on behalf of the local contracting agency.

23 “(q) ‘Local government’ has the meaning given that term in ORS 174.116.

24 “(r) ‘Lowest responsible bidder’ means the lowest bidder who:

25 “(A) Has substantially complied with all prescribed public contracting
26 procedures and requirements;

27 “(B) Has met the standards of responsibility set forth in ORS 279B.110
28 or 279C.375;

29 “(C) Has not been debarred or disqualified by the contracting agency un-
30 der ORS 279B.130 or 279C.440; and

1 “(D) If the advertised contract is a public improvement contract, is not
2 on the list created by the Construction Contractors Board under ORS
3 701.227.

4 “(s) ‘Lubricating oil’ means any oil intended for use in an internal com-
5 bustion crankcase, transmission, gearbox or differential or an automobile,
6 bus, truck, vessel, plane, train, heavy equipment or machinery powered by
7 an internal combustion engine.

8 “(t) ‘Person’ means a natural person capable of being legally bound, a sole
9 proprietorship, a corporation, a partnership, a limited liability company or
10 partnership, a limited partnership, a for-profit or nonprofit unincorporated
11 association, a business trust, two or more persons having a joint or common
12 economic interest, any other person with legal capacity to contract or a
13 public body.

14 “(u) ‘Post-consumer waste’ means a finished material that would normally
15 be disposed of as solid waste, having completed its life cycle as a consumer
16 item. ‘Post-consumer waste’ does not include manufacturing waste.

17 “(v) ‘Price agreement’ means a public contract for the procurement of
18 goods or services at a set price with:

19 “(A) No guarantee of a minimum or maximum purchase; or

20 “(B) An initial order or minimum purchase combined with a continuing
21 contractor obligation to provide goods or services in which the contracting
22 agency does not guarantee a minimum or maximum additional purchase.

23 “(w) ‘Procurement’ means the act of purchasing, leasing, renting or oth-
24 erwise acquiring goods or services. ‘Procurement’ includes each function and
25 procedure undertaken or required to be undertaken by a contracting agency
26 to enter into a public contract, administer a public contract and obtain the
27 performance of a public contract under the Public Contracting Code.

28 “(x) ‘Proposer’ means a person that submits a proposal in response to a
29 request for proposals.

30 “(y) ‘Public body’ has the meaning given that term in ORS 174.109.

1 “(z) ‘Public contract’ means a sale or other disposal, or a purchase, lease,
2 rental or other acquisition, by a contracting agency of personal property,
3 services, including personal services, public improvements, public works,
4 minor alterations, or ordinary repair or maintenance necessary to preserve
5 a public improvement. ‘Public contract’ does not include grants.

6 “(aa) ‘Public contracting’ means procurement activities described in the
7 Public Contracting Code relating to obtaining, modifying or administering
8 public contracts or price agreements.

9 “(bb) ‘Public Contracting Code’ or ‘code’ means ORS chapters 279A, 279B
10 and 279C.

11 “(cc) ‘Public improvement’ means a project for construction, recon-
12 struction or major renovation on real property by or for a contracting
13 agency. ‘Public improvement’ does not include:

14 “(A) Projects for which no funds of a contracting agency are directly or
15 indirectly used, except for participation that is incidental or related prima-
16 rily to project design or inspection; or

17 “(B) Emergency work, minor alteration, ordinary repair or maintenance
18 necessary to preserve a public improvement.

19 “(dd) ‘Public improvement contract’ means a public contract for a public
20 improvement. ‘Public improvement contract’ does not include a public con-
21 tract for emergency work, minor alterations, or ordinary repair or mainte-
22 nance necessary to preserve a public improvement.

23 “(ee) ‘Recycled material’ means any material that would otherwise be a
24 useless, unwanted or discarded material except for the fact that the material
25 still has useful physical or chemical properties after serving a specific pur-
26 pose and can, therefore, be reused or recycled.

27 “(ff) ‘Recycled oil’ means used oil that has been prepared for reuse as a
28 petroleum product by refining, rerefining, reclaiming, reprocessing or other
29 means, provided that the preparation or use is operationally safe, environ-
30 mentally sound and complies with all laws and regulations.

1 “(gg) ‘Recycled paper’ means a paper product with not less than:

2 “(A) Fifty percent of its fiber weight consisting of secondary waste ma-
3 terials; or

4 “(B) Twenty-five percent of its fiber weight consisting of post-consumer
5 waste.

6 “(hh) ‘Recycled PETE’ means post-consumer polyethylene terephthalate
7 material.

8 “(ii) ‘Recycled product’ means all materials, goods and supplies, not less
9 than 50 percent of the total weight of which consists of secondary and post-
10 consumer waste with not less than 10 percent of its total weight consisting
11 of post-consumer waste. ‘Recycled product’ includes any product that could
12 have been disposed of as solid waste, having completed its life cycle as a
13 consumer item, but otherwise is refurbished for reuse without substantial
14 alteration of the product’s form.

15 “(jj) ‘Secondary waste materials’ means fragments of products or finished
16 products of a manufacturing process that has converted a virgin resource
17 into a commodity of real economic value. ‘Secondary waste materials’ in-
18 cludes post-consumer waste. ‘Secondary waste materials’ does not include
19 excess virgin resources of the manufacturing process. For paper, ‘secondary
20 waste materials’ does not include fibrous waste generated during the manu-
21 facturing process such as fibers recovered from waste water or trimmings of
22 paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood
23 residue from a manufacturing process.

24 “(kk) ‘Services’ mean services other than personal services designated
25 under ORS 279A.055, except that, for state contracting agencies with pro-
26 curement authority under ORS 279A.050 or 279A.140, ‘services’ includes per-
27 sonal services as designated by the state contracting agencies.

28 “(LL) ‘Special government body’ has the meaning given that term in ORS
29 174.117.

30 “(mm) ‘State agency’ means the executive department, except the Secre-

1 tary of State and the State Treasurer in the performance of the duties of
2 their constitutional offices.

3 “(nn) ‘State contracting agency’ means an executive department entity
4 authorized by law to conduct a procurement.

5 “(oo) ‘State government’ has the meaning given that term in ORS 174.111.

6 “(pp) ‘Used oil’ has the meaning given that term in ORS 459A.555.

7 “(qq) ‘Virgin oil’ means oil that has been refined from crude oil and that
8 has not been used or contaminated with impurities.

9 “(2) Other definitions appearing in the Public Contracting Code and the
10 sections in which they appear are:

11

12 [(a) “Adequate”ORS 279C.305]

13 [(b)] (a) “Administering contracting
14 agency”ORS 279A.200

15 [(c)] (b) “Affirmative action”ORS 279A.100

16 [(d)] (c) “Architect”ORS 279C.100

17 [(e)] (d) “Architectural,
18 engineering, photogram-
19 metric mapping,
20 transportation planning
21 or land surveying
22 services”ORS 279C.100

23 [(f)] (e) “Bid documents”ORS 279C.400

24 [(g)] (f) “Bidder”ORS 279B.415

25 [(h)] (g) “Bids”ORS 279C.400

26 [(i)] (h) “Brand name”ORS 279B.405

27 [(j)] (i) “Brand name or equal
28 specification”ORS 279B.200

29 [(k)] (j) “Brand name
30 specification”ORS 279B.200

1	[(L)] (k)	“Class special	
2		procurement”	ORS 279B.085
3	[(m)] (L)	“Consultant”	ORS 279C.115
4	[(n)] (m)	“Contract-specific	
5		special procurement”	ORS 279B.085
6	[(o)] (n)	“Cooperative	
7		procurement”	ORS 279A.200
8	[(p)] (o)	“Cooperative procurement	
9		group”	ORS 279A.200
10	[(q)] (p)	“Donee”	ORS 279A.250
11	[(r)] (q)	“Engineer”	ORS 279C.100
12	[(s)] (r)	“Findings”	ORS 279C.330
13	[(t)] (s)	“Fire protection	
14		equipment”	ORS 279A.190
15	[(u)] (t)	“Fringe benefits”	ORS 279C.800
16	[(v)] (u)	“Funds of a public	
17		agency”	ORS 279C.810
18	[(w)] (v)	“Good cause”	ORS 279C.585
19	[(x)] (w)	“Good faith dispute”	ORS 279C.580
20	[(y)] (x)	“Goods”	ORS 279B.115
21	[(z)] (y)	“Housing”	ORS 279C.800
22	[(aa)] (z)	“Interstate cooperative	
23		procurement”	ORS 279A.200
24	[(bb)] (aa)	“Invitation to bid”	ORS 279B.005
25	and	279C.400
26	[(cc)] (bb)	“Joint cooperative	
27		procurement”	ORS 279A.200
28	[(dd)] (cc)	“Labor dispute”	ORS 279C.650
29	[(ee)] (dd)	“Land surveyor”	ORS 279C.100
30	[(ff)] (ee)	“Legally flawed”	ORS 279B.405

1	[(<i>gg</i>)]	(ff)	“Locality”.....	ORS 279C.800
2	[(<i>hh</i>)]	(gg)	“Nonprofit	
3			organization”.....	ORS 279C.810
4	[(<i>ii</i>)]	(hh)	“Nonresident bidder”	ORS 279A.120
5	[(<i>jj</i>)]	(ii)	“Not-for-profit	
6			organization”.....	ORS 279A.250
7	[(<i>kk</i>)]	(jj)	“Original contract”	ORS 279A.200
8	[(<i>LL</i>)]	(kk)	“Permissive cooperative	
9			procurement”	ORS 279A.200
10	[(<i>mm</i>)]	(LL)	“Person”	ORS 279C.500
11		and	279C.815
12	[(<i>nn</i>)]	(mm)	“Personal services”.....	ORS 279C.100
13	[(<i>oo</i>)]	(nn)	“Photogrammetric	
14			mapping”	ORS 279C.100
15	[(<i>pp</i>)]	(oo)	“Photogrammetrist”.....	ORS 279C.100
16	[(<i>qq</i>)]	(pp)	“Prevailing rate of	
17			wage”	ORS 279C.800
18	[(<i>rr</i>)]	(qq)	“Procurement	
19			description”	ORS 279B.005
20	[(<i>ss</i>)]	(rr)	“Property”	ORS 279A.250
21	[(<i>tt</i>)]	(ss)	“Public agency”	ORS 279C.800
22	[(<i>uu</i>)]	(tt)	“Public contract”	ORS 279A.190
23	[(<i>vv</i>)]	(uu)	“Public works”.....	ORS 279C.800
24	[(<i>ww</i>)]	(vv)	“Purchasing contracting	
25			agency”.....	ORS 279A.200
26	[(<i>xx</i>)]	(ww)	“Regularly organized fire	
27			department”.....	ORS 279A.190
28	[(<i>yy</i>)]	(xx)	“Related services”.....	ORS 279C.100
29	[(<i>zz</i>)]	(yy)	“Request for	
30			proposals”.....	ORS 279B.005

1 [(aaa)] (zz) “Resident bidder”.....ORS 279A.120
2 [(bbb)] (aaa) “Responsible bidder”.....ORS 279A.105
3and 279B.005
4 [(ccc)] (bbb) “Responsible
5 proposer”ORS 279B.005
6 [(ddd)] (ccc) “Responsive bid”ORS 279B.005
7 [(eee)] (ddd) “Responsive
8 proposal”ORS 279B.005
9 [(fff)] (eee) “Retainage”ORS 279C.550
10 [(ggg)] (fff) “Special
11 procurement”.....ORS 279B.085
12 [(hhh)] (ggg) “Specification”ORS 279B.200
13 [(iii)] (hhh) “State agency”.....ORS 279A.250
14 [(jjj)] (iii) “Substantial
15 completion”.....ORS 279C.465
16 [(kkk)] (jjj) “Surplus property”.....ORS 279A.250
17 [(LLL)] (kkk) “Transportation
18 planning services”.....ORS 279C.100
19 [(mmm)] (LLL) “Unnecessarily
20 restrictive”.....ORS 279B.405

21 **“SECTION 5. Section 3 of this 2017 Act and the amendments to ORS**
22 **279A.010 and 279C.305 by sections 1 and 4 of this 2017 Act apply to**
23 **procurements that a contracting agency first advertises or otherwise**
24 **solicits or, if the contracting agency does not advertise or solicit the**
25 **procurement, to a public contract that a contracting agency enters**
26 **into on or after the operative date specified in section 6 of this 2017**
27 **Act.**

28 **“SECTION 6. (1) Section 3 of this 2017 Act and the amendments to**
29 **ORS 279A.010 and 279C.305 by sections 1 and 4 of this 2017 Act become**
30 **operative on January 1, 2018.**

1 **“(2) The Commissioner of the Bureau of Labor and Industries, the**
2 **Attorney General, the Director of the Oregon Department of Admin-**
3 **istrative Services, the Director of Transportation or a contracting**
4 **agency that adopts rules under ORS 279A.065 may adopt rules and take**
5 **any other action before the operative date specified in subsection (1)**
6 **of this section that is necessary to enable the commissioner, the At-**
7 **torney General, the director or the contracting agency to exercise all**
8 **of the duties, functions and powers conferred on the commissioner,**
9 **the Attorney General, the director or the contracting agency by sec-**
10 **tion 3 of this 2017 Act and the amendments to ORS 279A.010 and**
11 **279C.305 by sections 1 and 4 of this 2017 Act.**

12 **“SECTION 7. This 2017 Act takes effect on the 91st day after the**
13 **date on which the 2017 regular session of the Seventy-ninth Legislative**
14 **Assembly adjourns sine die.”.**

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