

Northern Oregon Corrections Gilliam – Hood River – Sherman – Wasco 201 Webber Street, The Dalles, OR 97058

# **NORCOR Board Meeting**

October 19, 2023 10am-Noon NORCOR Juvenile Facility Conference Room 211 Webber Street, The Dalles, OR 97058

#### **AGENDA**

To view and participate in the live meeting via the Zoom Platform, you may access the link on the Website to join the meeting. Once you "join" the meeting you will be able to view and listen to the meeting.

Join Zoom Meeting: https://zoom.us/j/8323818500 One tap mobile: 1-253-215-8782 PIN: 832 381 8500

#### 1.0 Call to Order – (10 minutes)

- 1.1 Welcome and Introductions
- 1.2 Consent Agenda: (Items of routine nature: documents previously discussed, and reports provided to the Board for review purposes not all items require a vote, but acceptance of the packet)
  - 1.2.1 Minutes Board Meeting September 21, 2023

#### 2.0 Public Comment (10 minutes)

The NORCOR Board is committed to the public process and will consider all public testimony seriously. Please send written comments to <a href="mailto:inquiries@norcor.co">inquiries@norcor.co</a> with the subject line labeled "Public Comment" by September 20, 2023, 8am. Verbal testimony will be accepted during the meeting.

#### 3.0 Coalition Update (10 minutes)

#### 4.0 Business Manager Updates (30 Minutes)

- 4.1 Juvenile RFP Review
  - 4.1.1 <a href="https://www.norcor.co/juvenile/rfqs/">https://www.norcor.co/juvenile/rfqs/</a>
- 4.2 Commissioner/Board Tour in December Construction changes on Juvenile side
- 4.3 Scheduling County Visits with respective governing Boards (Adult, Juvenile, Business Manager)
- 4.4 COVID Update
- 4.5 Vehicle Donation Acceptance
  - 4.5.1 Ford Explorer
- 4.6 Surplus Vehicle for Auction
  - 4.6.1 Memo Surplus Dodge Durango

#### 5.0 Finance Update

- 5.1 Financial
  - **5.1.1** August Financial Statements
- 6.0 Scheduling of Next Meeting: No NORCOR Board meeting in November 2023, due to AOC Conference

NOTE: The Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact NORCOR in advance at, (541) 298-1576.



# NORCOR

# **CORRECTIONS FACILITIES**

Wasco-Gilliam-Hood River-Sherman 201 Webber Street The Dalles, OR 97058 541-298-1576 Fax 541-298-1082



# **NORCOR Board Meeting**

September 21, 2023

**Preliminary Business** – The NORCOR Board meeting was held as a hybrid meeting offered on two platforms; by ZOOM and in person at the NORCOR Juvenile Detention Facility at 211 Webber Street, The Dalles, OR.

**Board Members** – Board Chair- Commissioner Scott Hege (Wasco), Joe Dabulskis (Sherman), Secretary/Treasurer- Commissioner Pat Shannon (Gilliam).

Oversite Committee – Sheriff Brad Lohrey and Juvenile Director Molly Rogers.

Other Attendees – Nichole Biechler, Joyce Orendorff, Daniel White, John Miller, Amber DeGrange, Dale Whipple, Barb Harris, Rebeccah Beitl, Katrina McAlexander, Tim Schechtel, Bill Boyden, Gretchen Kimsey, Corliss March, Red Stevens.

- 1.0 Call to Order The meeting was called to order at 10:02 a.m. by Board Chair Scott Hege.
  - 1.1 Welcome and Introductions.
  - 1.2 Quorum determined.
  - 1.3 Consent Agenda Joe Dabulskis made a motion to accept the consent agenda, his motion was seconded by Pat Shannon.
    - 1.3.1 Minutes Board Meeting June 15, 2023
    - 1.3.2 Minutes Board Meeting July 20, 2023
- 2.0 Public Comment There was no public comment.
- 3.0 Coalition Update Coalition member Tim Schechtel shared a recap of multiple meetings held since August 10<sup>th</sup>. The topics of discussion have been strategies for improved public relations, sharing NORCOR's position on things going on in the community, book & releases and impact of Senate Bill 48. They would like to share all the positive things happening at NORCOR. Their mission is to become more informed and be more plugged in and assist when needed. The next meeting is scheduled in October with the NORCOR medical staff. A signed copy of the new charter was signed and granted to the NORCOR Coalition team.



# NUKCUK CORRECTIONS FACILITIES

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- 4.0 Business Manager Updates Dale Whipple gave a breakdown and overview of the budget since June.
  - 4.1 Financial
    - 4.1.1 July Financial Statements
    - 4.1.2 Financial Operations Procedural Guide Business Manager Nichole Biechler shared that they are working on a Financial Operations Procedural Guide. Chair Hege requested that new changes be discussed at next meeting, and also should be overseen by the NORCOR attorney.
  - 4.2 Paid Leave Oregon Policy The NORCOR Medical leave policy has been updated and is being reviewed by legal.
  - 4.3 Upcoming training The majority of the Management team will be out for training the first week of October. New hire Brenda Garcia-Lua will be coming on October 7<sup>th</sup> as the new Accounting Specialist.

#### 5.0 Finance Update –

- 5.1 Audit Update Dale shared they are still working on the 2021-2022 audit. The auditors are willing to put in some extra time to get it completed before December. The require a 6 week break between audits.
- 5.2 Resolutions
  - 5.2.1 Resolution No. 23-002 Adjustment for facility equipment. Joe Dabulskis made a motion to accept the resolution seconded by Pat Shannon. There was no discussion. All parties were in favor.
  - 5.2.2 Juvenile Resolution No. 23-003 Adjustment in the budget that includes the OYA grant award. Joe Dabulskis made a motion to adopt the resolution, his motion was seconded by Pat Shannon.



# NORCOR CORRECTIONS FACILITIES

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6.0 Executive Session – There was no execu-	tive session.
7.0 Scheduling of Next Meeting: October 19	, 2023
Respectfully submitted by:	
Rebeccah Beitl NORCOR Admin Assistant	<u>9/24/23</u> Date
Commissioner Scott Hege NORCOR Board Chair	Date

# NORTHERN OREGON REGIONAL CORRECTIONS (NORCOR)



# JUVENILE DETENTION RENOVATION REQUEST FOR PROPOSALS (RFP)

NORCOR requests proposals for the renovation of NORCOR Juvenile Detention Center's control point, kitchen area, and holding area, located in The Dalles, Oregon.

CLOSING DATE OCTOBER 27th, 5:00 p.m. 2023.

# RFP ISSUE DATE: OCTOBER 11, 2023

# **SECTION 1— Introduction**

NORCOR is a co-located, mid-sized adult correctional and juvenile detention facility located in the Columbia Gorge in The Dalles, Oregon. The Dalles is located approximately 84 miles east of Portland, Oregon.

This RFP is specific to the juvenile detention facility, which is a 32-bed secure facility that provides youth detention and diversion services for Gilliam, Hood River, Sherman, and Wasco Counties, the 17-member counties of the Central and Eastern Juvenile Justice Consortium (CEOJJC), and the Oregon Youth Authority (OYA).

# 1.1 Purpose of RFP

NORCOR seeks proposals from qualified contractors to renovate, remodel, demolish, and/or modify existing structures, electrical systems, plumbing systems, and equipment within the juvenile detention center as outlined below in "Section 2 – Scope of Work."

The successful contractor will be responsible for all aspects of the renovation project, which includes obtaining all applicable licenses, permits, code compliance requirements, and engineering and structural considerations to ensure the renovation is compliant with all applicable state, federal, and local rules, regulations, and statutes applicable to major renovation work conducted within and throughout an existing public structure.

# 1.2 Facility Configuration

The NORCOR Juvenile Detention Center is co-located on the same premises as the Adult Correctional Facility and is configured to house 32 detainees. It houses both male and female, pre- and post-adjudication, and probation and parole sanctioned youth under the age of 18.

The facility operates 24 hours a day, seven days a week, and must remain functionally operational during all phases of the remodel. Significant attention must be devoted to operational and security-related needs when contemplating construction planning for this project, to include potential limitations on building access, ingress, and egress, coordination with security planning and personnel, and other related considerations as they manifest.

# 1.3 Proposals

Interested contractors must submit a proposal. The proposal will be for construction contracting services utilizing the contractor's employees and any subcontractors the contractor deems necessary to fulfill the requirements of the project.

All construction activities will be performed at the NORCOR Juvenile Detention Center at 211 Webber Street, The Dalles, Oregon.

This RFP, including project specifications, may be reviewed at the NORCOR administrative office at 211 Webber Street, The Dalles, OR 97058; on the NORCOR website at <a href="https://www.norcor.co/juvenile/rfqs/">https://www.norcor.co/juvenile/rfqs/</a>; or by e-mail request to Daniel White at <a href="https://www.norcor.co/juvenile/rfqs/">dwhite@norcor.co</a>. It is the responsibility of proposers to read and understand all parts of the RFP.

#### 1.4 Addenda

Any addenda to this RFP will be emailed to proposers who have provided their email address to the NORCOR Contact for this RFP. It is the responsibility of proposers to make sure they have received and understand all addenda that are issued. Addenda will also be posted to the NORCOR website at <a href="https://www.norcor.co/juvenile/rfqs/">https://www.norcor.co/juvenile/rfqs/</a>. Proposers may not rely on any changes or clarifications to the RFP not issued as written addendum.

#### 1.5 Communications / NORCOR Contact

All communications regarding this RFP must be directed to the individual identified below:

#### NORCOR

Attn: Daniel White, Juvenile Detention Manager Juvenile Detention Renovation RFP 211 Webber Street The Dalles, OR 97058 E-mail: dwhite@norcor.co

The NORCOR Contact designated above is the sole point of contact for any inquiries or information pertaining to this RFP.

# SECTION 2 - Scope of Work

**2.1** The successful proposer will provide a proposal to facilitate the following:

#### **Observation Area**

- Demo existing windows, cinderblock, and cabinets in observation area.
- Patch wall and install drywall on ceiling area where required.
- Paint new drywall.
- Demo electrical in area and clean up wiring as needed.
- Build a 6" platform in the observation area.
- Build wall around at 4' tall and install plywood and wall covering.
- Install new cabinets and counters in area as requested.
- Cover floor with new LVT.
- Clean up the site and haul away all debris.

#### 2.2 Kitchen Area

- Install and route a gas line from an existing line to the proposed cook top area.
- Install new commercial hood fan and vent to the outside.
- Clean up area and haul away all debris.
- Supply a commercial freezer, range, and dishwasher.
- Secure all necessary permits for the installation and operation of a commercial kitchen.

# 2.3 Holding Cells

- Demo wall on both sides of an existing center holding cell to convert three holding cells to two, with each maintaining a statutory minimum of 70 square feet.
- Patch and prep floor and walls where needed.
- Paint walls where needed to match existing paint.
- Relocate a sink/toilet appliance, to include necessary plumbing modifications.
- Demo concrete beds.
- Clean up area and haul away all debris.

### Section 3 - Contractor Selection

It is the intent of NORCOR to award the contract to the responsible proposer whose proposal is determined to be the most advantageous to NORCOR, based on the Selection Criteria set forth in this Section 3. An evaluation committee consisting of management staff will make the contract award recommendation to the NORCOR Board. The NORCOR Board of Directors will make the final decision for award. Submissions in response to this RFP will be judged by the Selection Criteria.

All contractors, by submitting proposals, agree that they have read and are familiar with the complete terms, conditions, and specifications provided in this RFP, and will abide by the terms, conditions, and specifications thereof.

#### 3.1 Definitions

The term "RFP" refers to this Request for Proposal document.

The term "Project" refers to the project described in this RFP and for which proposals are being solicited.

For the purposes of this RFP, the terms "contractor" "proposer," and "respondent" are used interchangeably.

Any statement in this document that contains the word "must" or the word "shall" requires mandatory compliance. Failure of the proposer to comply may be cause for rejection of the proposal or cancellation of the contract. Technical terms used in this RFP are intended to follow industry conventions. Proposers should request clarification of terms wherever there is uncertainty as to the exact meaning.

- **3.2 Selection Criteria.** NORCOR will select qualified contractor(s) to contract with based on the following criteria:
  - Contractor responsibility, as defined in ORS 279C.375
  - Completeness of response
  - Quality, clarity, and organization of the proposal
  - Customer references
  - Relevant project experience
  - Cost of proposal
  - Commitment to meeting prevailing wage rates

# 3.3 Evaluation and Ranking

Based on the evaluation of the RFP's, NORCOR will rank proposers up to the top three. The Selection Committee will make a recommendation for award, which the NORCOR Board will decide. NORCOR will then enter into contract negotiations with the selected proposer. If contract negotiations are unsuccessful, NORCOR will terminate negotiations and may begin negotiations with the next-ranked proposer.

#### 3.4 Contract Award and Execution

NORCOR reserves the right to make an award without further discussion of the proposal submitted. NORCOR shall not be bound or in any way obligated until both parties have executed a contract. NORCOR reserves the right to delay contract award and/or not to make a contract award, or to award the contract to one or more proposers.

# 3.5 Use of Responses Received

All materials received in response to this RFP shall become the sole property of NORCOR.

# 3.6 Final Authority

The final authority to award a contract as a result of this RFP rests solely with NORCOR.

#### 3.7 Terms and Conditions of Contract

The selected Contractor will be required to enter into a formal agreement with NORCOR. This RFP sets forth some of the general contract provisions that must be included in the final contract. If a proposer disapproves of any contract provision its proposal should clearly express what provision it disapproves of, explain the reasoning behind the disapproval, and provide an alternative provision to propose.

# 3.8 Instructions to Proposers

#### 3.8.1 - Schedule

This RFP will be managed according to the following schedule:

RFP Issued	October 11, 2023
Deadline for submitting questions	October 25, 2023 – 4:00pm PTD
Proposal deadline	October 27, 2023 – 5pm PTD
Evaluation of proposals	November 3, 2023
Decision on award	November 16, 2023
Notice of Award	November 16, 2023
Contract Commencement	To be determined

Contractors who desire to be considered by NORCOR must complete and submit their proposal to NORCOR by the deadline shown. Untimely proposals will not be considered. NORCOR may eliminate a proposer from further consideration if the proposal does not meet the requirements of this RFP. NORCOR reserves the right to request clarifications and further information from any proposer.

#### 3.8.2 Site visit

To facilitate accurate proposal estimates, prospective proposers will be afforded an opportunity to visit the site. Contractors should anticipate and provide for in-house or subcontracted experts to accompany them on the site visit to determine costs and considerations for the work contemplated in the Scope of Work.

The purpose of the site evaluation visit is to offer all interested parties an opportunity to ask pertinent questions regarding the facility as designed, and any issues or clarifications regarding the RFP. Any substantive questions will be addressed officially in a written response as an addendum and available to all proposers.

#### 3.8.3 Proposal submission deadline

All contractor proposals must include one signed, printed original; four photocopies; and one electronic copy in PDF format that must be delivered to the address of the NORCOR Contact and received no later than the deadline. Proposers are responsible for confirming that their submissions have been received.

### Section 4 – Submission Materials

- **4.1** Prospective contractors must provide the following materials as part of their proposal:
  - Proposal Cover Letter, which must state that the proposal and any quotes
    provided will be binding for a period of 90 days from the date proposals
    are due and signed by an authorized representative of the proposer who
    may contractually bind the proposer. The cover letter must also include a
    statement that the proposer agrees to comply with prevailing wage rates.
  - References see detail below.
  - Statement that the proposer has read and understood all addenda issued by NORCOR (if any).

The evaluation of proposals is completely at the discretion of NORCOR and there is no appeal offered or implied in NORCOR's decision to award (or not to award).

# 4.2 Proposer Information and Qualifications

# 4.2.1 Proposer Contact Information

Provide the name, office address, telephone number, and email address for each of the parties below. Provide fax numbers where possible. The proposer must identify whether it is a resident bidder as defined by ORS 279A.120.

# 4.2.2 Legal Authority

Company principal, corporate officer, or other individual with the authority to legally bind the contractor.

### 4.2.3 Account Executive

The executive that will be responsible for managing the business relationship between the contractor and NORCOR.

#### 4.2.4 Project Manager

Person responsible for the performance of the technical staff engaged to implement the project.

# 4.2.5 Contractor Background Information

Provide the following information:

- Parent company (if applicable)
- Name and title of top local executive (nearest office to the City of The Dalles, Oregon).
- Organizational type/structure
- State of incorporation
- Federal Identification Number
- Proposer experience in projects of similar size and scope
- Years company has conducted business in the State of Oregon
- Number of clients served, with focus on the type of construction as contemplated by NORCOR
- Additional background information (optional)

# 4.2.6 Evidence of Professional Standing

Respondents to the RFP must have relevant contracting and construction experience and be able to provide upon request verifiable documentation and references to that effect. The proposer must not be disqualified from doing business with NORCOR or in the State of Oregon and must be able to provide Federal Tax ID numbers, and business license numbers, and all information pertinent to determining contractor responsibility under ORS 279C.375. Proposers must be licensed by the Oregon Construction Contractors Board.

#### 4.2.7 References

The proposer must provide at least three (3) client references relevant to the scope of this project. Oregon references are preferred.

The references provided must have employed the respondent as a primary contractor in work similar to the project work, within the past twenty-four months.

Agency name, contact name, mailing address, and telephone number must be provided for each reference. A brief description of the work performed to demonstrate the relevance of the reference must be provided for each reference.

#### 4.2.8 Additional Information

NORCOR reserves the right to request and/or obtain additional information as required.

# 4.3 Form and Content of Proposals

# 4.3.1 Legibility and Organization

Proposals must be typed or printed, must be written in English and must be legible and reasonably organized. Pages must be consecutively numbered. Responses must clearly identify and respond to the information requested in this RFP. The quality, clarity, and organization of the proposal will be one of the evaluation criteria in vendor selection.

# 4.3.2 Completeness of Response

Contractors must include responses to all the provisions and items of this RFP using the forms provided herein for their responses.

# 4.3.3 Signatures

The proposal and cover letter shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of a corporate officer for signature validation by NORCOR.

A proposal may be signed by the agent of the vendor only if he/she is an officer of a corporation the vendor has authorized to sign contracts on its behalf, a member, or a partnership vendor, or is properly authorized by a power of attorney or equivalent document submitted to NORCOR prior to the submission of proposals or with the proposal. The name and title of the individual signing the proposal must be typed immediately below the signature. Any unsigned proposal will be rejected.

#### 4.3.4 Time for Consideration

Each proposer must warrant that the prices quoted in the submitted proposal will be good and irrevocable by the proposer for a period of 90 days after the deadline for submitting proposals. Contractors will not be allowed to withdraw or modify their proposals after the opening date and time.

# Section 5 – Reservation of Rights; RFP Terms and Conditions

### 5.1 Admonition to proposers – No Waiver of Formality

Any waiver of a Term or Condition contained in the RFP shall not be deemed a further or continuing waiver of such term or any other term.

# 5.2 Right to Reject/Accept Proposals

NORCOR reserves the right to accept any proposal or, at its discretion, reject any or all proposals for whatever reason it deems appropriate. NORCOR reserves the right to accept all or any part of the Contractor's proposal.

# 5.3 Right to Modify Proposals

With the concurrence of the Contractor, NORCOR reserves the right to modify minor irregularities in proposals received. If discrepancies between sections or other errors are found in a proposal, NORCOR may reject the proposal; however, NORCOR may, at its sole option, correct any arithmetical error in extended price calculations or the addition of line items. Proposers are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to NORCOR.

# 5.4 Not Responsible for Proposal Expenses

Proposers are responsible for all costs of preparing and submitting proposals, including any time or travel spent in interviews or visiting the project site. NORCOR will not reimburse proposers for any expenses incurred in preparing proposals or attending interviews in response to this RFP.

#### 5.5 RFP Proposals Do Not Obligate

Neither the publication nor distribution of the RFP, nor the receipt of proposals, constitutes any obligation or commitment on the part of NORCOR.

NORCOR reserves the right to request clarifications regarding information submitted by any proposer, as well as request additional information from one or more proposers.

No proposals may be withdrawn, modified, or revoked for a period of 90 days after the listed deadline for submitting proposals.

Ownership of all data, materials, and documentation prepared for and submitted in response to this RFP shall belong exclusively to NORCOR and will be considered a public record and subject to public inspection in accordance with Oregon public records laws. Exceptions may be requested by the proposer, citing applicable statutory authority for holding specific information in confidence. The approval of exceptions will be in the sole discretion of NORCOR. Proposers may not identify whole sections or the entire proposal as confidential.

NORCOR reserves the right to reject any or all proposals, cancel the RFP, reissue the RFP, call for new proposals, to waive any informality in a proposal, and to select one or more proposers for award of all or a portion of the work requested. The NORCOR Board of Directors reserves the right to accept, reject, and/or negotiate all proposals or parts of proposals deemed by the Board to be in the best interest of the public represented by NORCOR.

This RFP shall be governed in all respects by the laws of the State of Oregon and the successful proposers shall comply with all applicable federal, state, and local laws and regulations.

By submitting their proposal, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred on any NORCOR employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

By submitting their proposal, all proposers certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Oregon and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Oregon or the federal government.

NORCOR reserves the right to negotiate with the proposer(s) awarded the contract relative to provisions in addition to those contained in this RFP. The contents of this RFP, revised and/or supplemented, and the successful proposal as accepted by NORCOR will be incorporated into any resultant contract. Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between NORCOR and the contractor and shall not be deemed an opportunity to amend the contractor's proposal.

Proposers may submit with the proposal any additional terms and conditions, which the proposer is requesting be included in an agreement negotiated with NORCOR, and NORCOR has the right to reject any such request.

# Section 6 – General Terms and Conditions (required as part of any resultant contract)

# 6.1 Governing Laws

If the proposer submits standard terms and conditions with its proposal, and if any of those terms and conditions conflict with the laws of the State of Oregon, the laws of the State of Oregon shall govern.

#### **6.2 Non-Performance**

In the event of non-performance on the part of the Contractor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages will be claimed by NORCOR. NORCOR may terminate this agreement and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform as required by this agreement. In the event of such termination NORCOR may proceed with the work in any manner deemed proper by NORCOR. The cost to NORCOR shall be deducted from any sum due the Contractor under this agreement.

# **6.3 Contract Components**

The RFP, written questions, answers to questions, Contractor's proposal, and other documents associated with this proposal shall become part of the resultant contract.

#### **6.4 Precedence of Conflict**

Resolution Oregon State law, the terms and conditions of the signed contract, the terms and conditions of this RFP, then the Contractor's proposal is the order of precedence in conflict resolution in the performance of this agreement.

#### 6.5 Subcontracting Relationships

#### 6.5.1 Respondent as Prime

The respondent to this RFP will be considered the primary contractor and will assume total responsibility for meeting all terms and conditions of the contract including standards of service, quality of materials and workmanship, costs, and schedules.

### 6.5.2 Subcontractor Approval

NORCOR reserves the right to approve subcontractors; the primary contractor must agree to be responsible for the actions and quality of workmanship of the subcontractor(s).

# 6.5.3 Subcontractor Disputes

Any dispute arising between the primary contractor and its sub-contractors or between subcontractors must be resolved without involvement of any kind on the part of NORCOR and without detrimental impact to NORCOR on the delivery of the contracted goods and services.

# 6.5.4 Legal and Regulatory Compliance

#### 6.5.4.1 Valid License

Only proposals from Vendors licensed or legally entitled to do business in the State of Oregon will be considered.

# 6.5.4.2 Legal Compliance

During the work for NORCOR, contractors, subcontractors, and their employees are required to comply with all applicable local, state and federal laws, codes, ordinances, and regulations. The Contractor shall take all required actions to comply with Labor and Industries inspection requirements.

### 6.5.4.3 Criminal History/Background Check

The Contractor's employees and the employees of Contractor's approved subcontractors must submit to an Oregon State Police fingerprint identity and criminal history check before they will be allowed to work in the NORCOR facility. NORCOR agrees to bear any costs incurred in the performance of these identity and background checks. NORCOR shall approve the standards that all employees, and employees of Contractor's approved subcontractors must meet to work within the NORCOR facilities.

#### 6.5.4.4 Safety Considerations

The Contractor shall be responsible for compliance with all relevant state and federal workplace safety requirements to include compliance with NORCOR's safety directives and policies. The Contractor shall be responsible for ensuring that its employees are trained in the safety procedures appropriate to assigned work. To the extent allowed by Oregon law, the Contractor agrees to indemnify, defend and save harmless NORCOR, its agents and

employees from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary worker's compensation insurance at Contractor's own cost and expense.

# 6.5.4.5 Drug Use Policy

The use of illegal drugs, alcohol, or controlled substances on NORCOR property or premises is strictly prohibited. Working on this project while under the influence of drugs or alcohol is strictly prohibited, and if discovered, may be reported to the appropriate law enforcement agency.

# 6.5.4.6 Tobacco Policy

The use of tobacco of any kind on NORCOR property or premises will only be allowed in compliance with NORCOR Policies.

# 6.5.4.7 Harassment, Discrimination, Fraternization

Any form of harassment, discrimination, or improper fraternization with adults in custody, youth in detention, or employees is strictly prohibited.

# 6.5.4.8 Collective Bargaining

The Contractor must specify if any of the Contractor's employees who will be working on NORCOR premises are covered by any labor unions involved in collective bargaining agreements and, if so, identify the date the current labor agreement expires. The Contractor must also disclose if the firm is currently involved in any labor related litigation, mediation, arbitration, or negotiation that may affect its ability to perform its obligations under the proposed Scope of Work.

#### 6.5.4.9 Guidelines and Standards

At a minimum, the execution of this RFP and all acts of the Contractor selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- Applicable Regulations of the Oregon Department of Labor and Industries, including Safety Regulations
- Wasco County Public Health rules and regulations
- State and Federal Anti-Discrimination Laws
- All required provisions of public improvement contracts in the State of Oregon

This list is not exclusive.

# 6.5.4.10 Insurance Requirements

The Contractor awarded the contract will be subject to NORCOR's requirements for insurance reflecting the minimum amounts and conditions as defined by NORCOR.

# 6.5.4.11 Worker's Compensation

The Contractor shall procure and maintain for the life of the contract/agreement, Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance.

# 6.5.4.12 Copyright and Confidentiality

Selected or prospective Contractors shall maintain strict privacy of all NORCOR records, data, files (regardless of media), including any copyrighted material received from NORCOR.

#### 6.5.4.13 Prime Contractor

It is recognized that multiple Contractors may wish to combine their resources in responding to this Request for Proposal. A proposal with such a combination is acceptable, provided that the complete proposal contains all required information, and indicates which Contractor shall be responsible for each of the components that make up the complete system.

# 6.5.4.14 Litigation/Jurisdiction/Venue

The laws of the State of Oregon shall govern the interpretation, administration, and enforcement of the contract entered into by and between the Contractor and NORCOR. Should either party bring any legal action, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court. Any and all such court action shall take place and be vested solely in the appropriate state court in Wasco County, Oregon.



# NORCOR

# **CORRECTIONS FACILITIES**

Wasco-Gilliam-Hood River-Sherman 201 Webber Street The Dalles, OR 97058 541-298-1576 Fax 541-298-1082



Date: October 19, 2023

To: NORCOR Board of Directors

From: NORCOR Management Team

Re: Request to declare certain NORCOR property as surplus property

The NORCOR Management Team requests that the following property be declared surplus:

2004 All-wheel drive, Dodge Durango, 5.7 litre, V8 hemi, white in color. License plate number:

E261171. Mileage: 106,534

VIN: 1D8HB48D24F145315

- (1) As authorized by ORS 279A.185, a contracting agency may dispose of personal property upon a determination made by the contracting agency that the method of disposal is in the best interest of the county. Factors that may be considered include costs of the sale, administrative costs and public benefits. The contracting agency shall maintain a record of the reason for the disposal method selected and the manner of the disposal. Personal property may be used or disposed of by any of the following methods:
  - (a) Without competition, transfer or sell to another public agency.
  - (b) By publicly advertised auction to the highest bidder.
  - (c) By publicly advertised invitation to bid.
  - (d) By liquidation sale using a commercially recognized third-party liquidator.
  - (e) Establish a fixed sale price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
  - (f) By trade-in, in conjunction with the acquisition of other price-based items.
- (g) By donation to any organization operating within or providing a service to residents of Wasco County.



# NORCOR CORRECTIONS FACILITIES

Wasco-Gilliam-Hood River-Sherman 201 Webber Street The Dalles, OR 97058 541-298-1576 Fax 541-298-1082



(2) Personal property which has an estimated value of less than \$5000, or for which the costs of sale are likely to exceed the sale proceeds, may be disposed of by any means determined to be cost effective. Personal property of this nature cannot be given to any employee of the county, or their immediate relatives.

The NORCOR Management Team respectfully requests the NORCOR Board authorize the NORCOR Jail Manager to begin the process of the disposing of this vehicle pursuant to ORS 279.185 (2), property valued between \$2,651 - \$4,282 by moving this vehicle to surplus, it will allow NORCOR to dispose of the vehicle through auction.

Respectfully,	Date:
<u>Joyce Orendorff, Jail Manager</u>	October 19, 2023
The NORCOR Board received the Memorandum requapproves the recommended action.	esting the property described as surplus and
Approved:	Date:
Commissioner Scott Hege, NORCOR Board Chair	October 19, 2023

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
ADMINISTRATION DEPARTMENT					
REVENUE					
ADMIN REIMBURSEMENTS	115,659.99	233,423.67	1,688,807.00	1,455,383.33	13.8
PROPERTY TAXES	.17	216.84	.00	( 216.84)	.0
RENTAL REVENUES	59,151.64	118,446.85	738,935.00	620,488.15	16.0
OTHER REVENUES	2,532.66	5,768.88	10,800.00	5,031.12	53.4
TOTAL ADMINISTRATION DEPARTMENT REVENUE	177,344.46	357,856.24	2,438,542.00	2,080,685.76	14.7
EXPENSES					
PERSONNEL SERVICES					
SALARY & WAGES	83,756.73	161,950.85	1,117,942.00	955,991.15	14.5
PAYROLL TAXES	6,594.70	13,108.14	89,629.00	76,520.86	14.6
BENEFITS	31,860.76	61,993.74	481,599.00	419,605.26	12.9
TOTAL PERSONNEL SERVICES	122,212.19	237,052.73	1,689,170.00	1,452,117.27	14.0
MATERIALS & SERVICES					
ADMINISTRATIVE	38,692.80	73,888.82	468,671.00	394,782.18	15.8
KITCHEN	329.09	827.78	8,500.00	7,672.22	9.7
MAINTENANCE	2,006.23	2,543.57	14,000.00	11,456.43	18.2
EXPENDITURE 60	.00	.00	500.00	500.00	.0
EXPENDITURE 80	744.05	891.69	5,400.00	4,508.31	16.5
CONTRACTED SERVICES	13,360.10	42,651.65	148,301.00	105,649.35	28.8
TOTAL MATERIALS & SERVICES	55,132.27	120,803.51	645,372.00	524,568.49	18.7
CAPITAL OUTLAY					
CAPITAL OUTLAY	.00	.00	104,000.00	104,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	104,000.00	104,000.00	.0
CONTINGENCY					
CONTINGENCY	.00	.00	301,410.00	301,410.00	.0
TOTAL CONTINGENCY	.00	.00	301,410.00	301,410.00	.0
TOTAL ADMINISTRATION DEPARTMENT EXPENSES	177,344.46	357,856.24	2,739,952.00	2,382,095.76	13.1
NET ADMINISTRATION DEPARTMENT	.00	.00	( 301,410.00)	( 301,410.00)	.0
ADULT CORRECTIONS DEPARTMENT					

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
COUNTY SUBSIDIES	161,410.92	807,054.34	3,873,861.00	3,066,806.66	20.8
CONTRACT REVENUES	208,783.81	414,665.45	2,368,455.00	1,953,789.55	17.5
REIMBURSEMENTS	20,664.89	36,325.36	130,000.00	93,674.64	27.9
OTHER REVENUES	402.46	665.94	77,000.00	76,334.06	.9
TOTAL ADULT CORRECTIONS DEPARTMENT REVENU	391,262.08	1,258,711.09	6,449,316.00	5,190,604.91	19.5
EXPENSES					
PERSONNEL SERVICES					
SALARY & WAGES	189,431.35	391,663.65	2,497,938.00	2,106,274.35	15.7
PAYROLL TAXES	14,639.79	30,256.66	188,015.00	157,758.34	16.1
BENEFITS	96,085.42	195,828.65	1,338,010.00	1,142,181.35	14.6
TOTAL PERSONNEL SERVICES	300,156.56	617,748.96	4,023,963.00	3,406,214.04	15.4
MATERIALS & SERVICES					
ADMINISTRATIVE	125,817.44	253,810.84	1,794,355.00	1,540,544.16	14.1
INFORMATION TECHNOLOGY	13,338.92	14,413.07	54,500.00	40,086.93	26.5
ADULT/JUVENILE SUPPLIES	7,370.84	8,316.92	97,500.00	89,183.08	8.5
MAINTENANCE	2,985.15	4,817.12	39,000.00	34,182.88	12.4
MEDICAL	17,767.46	35,534.49	220,000.00	184,465.51	16.2
MENTAL HEALTH/PROGRAMS	161.94	309.90	4,000.00	3,690.10	7.8
STAFF SUPPORT	1,027.57	3,837.01	70,000.00	66,162.99	5.5
CONTRACTED SERVICES	27,434.99	49,710.14	340,000.00	290,289.86	14.6
TOTAL MATERIALS & SERVICES	195,904.31	370,749.49	2,619,355.00	2,248,605.51	14.2
CAPITAL OUTLAY					
CAPITAL OUTLAY	.00	74,192.01	243,915.00	169,722.99	30.4
TOTAL CAPITAL OUTLAY	.00	74,192.01	243,915.00	169,722.99	30.4
TOTAL ADULT CORRECTIONS DEPARTMENT EXPENSE	496,060.87	1,062,690.46	6,887,233.00	5,824,542.54	15.4
NET ADULT CORRECTIONS DEPARTMENT	( 104,798.79)	196,020.63	( 437,917.00)	( 633,937.63)	44.8
INTERFUND TRANSFER					
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REVENUE					
TOTAL INTERFUND TRANSFER REVENUE					
EXPENSES					

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
CLASS 80					
EXPENDITURE 00	.00	100,000.00	100,000.00	.00	100.0
TOTAL CLASS 80	.00	100,000.00	100,000.00	.00	100.0
TOTAL INTERFUND TRANSFER EXPENSES	.00	100,000.00	100,000.00	.00	100.0
NET INTERFUND TRANSFER	.00	( 100,000.00)	( 100,000.00)	.00	(100.0)
JUVENILE DETENTION DEPARTMENT					
REVENUE					
COUNTY SUBSIDIES CONTRACT REVENUES REIMBURSEMENTS OTHER REVENUES  TOTAL JUVENILE DETENTION DEPARTMENT REVENU	45,701.17 65,577.00 1,664.19 2,488.10	228,506.84 404,611.01 3,013.66 8,677.60	1,096,832.00 1,019,225.00 10,000.00 28,000.00 2,154,057.00	868,325.16 614,613.99 6,986.34 19,322.40 1,509,247.89	20.8 39.7 30.1 31.0
				.,,000,2.1.100	
EXPENSES					
PERSONNEL SERVICES					
SALARY & WAGES PAYROLL TAXES BENEFITS	102,840.42 8,055.83 45,935.63	202,824.19 15,877.80 91,286.54	1,231,277.00 94,541.00 571,097.00	1,028,452.81 78,663.20 479,810.46	16.5 16.8 16.0
TOTAL PERSONNEL SERVICES	156,831.88	309,988.53	1,896,915.00	1,586,926.47	16.3
MATERIALS & SERVICES					
ADMINISTRATIVE INFORMATION TECHNOLOGY ADULT/JUVENILE SUPPLIES MAINTENANCE MEDICAL MENTAL HEALTH/PROGRAMS STAFF SUPPORT CONTRACT SERVICES  TOTAL MATERIALS & SERVICES	17,890.89 119.81 1,839.67 1,179.48 928.84 10,440.30 203.06 3,120.10	40,066.19 119.81 3,652.15 1,956.10 3,193.29 10,693.80 1,873.59 6,298.04	248,065.00 1,000.00 14,000.00 10,500.00 7,900.00 3,700.00 7,750.00 54,900.00	207,998.81 880.19 10,347.85 8,543.90 4,706.71 ( 6,993.80) 5,876.41 48,601.96	16.2 12.0 26.1 18.6 40.4 289.0 24.2 11.5
CAPITAL OUTLAY	,0	2.,002.01	2 ,0 .0.00	2,002.00	
		00 == 4 :-	070.000.55	400 445	00.0
CAPITAL OUTLAY	.00	80,554.40	270,000.00	189,445.60	
TOTAL CAPITAL OUTLAY	.00	80,554.40	270,000.00	189,445.60	29.8

	PER	IOD ACTUAL	YTD ACTUAL BUDGET		VARIANCE		PCNT	
TOTAL JUVENILE DETENTION DEPARTMENT EXPENSE		192,554.03	458,395.90		2,514,730.00		2,056,334.10	18.2
NET JUVENILE DETENTION DEPARTMENT	(	77,123.57)	186,413.21	(	360,673.00)	(	547,086.21)	51.7
NET GENERAL FUND	(	181,922.36)	282,433.84	(	1,200,000.00)	(	1,482,433.84)	23.5
BEGINNING FUND BALANCE		.00	.00		1,400,000.00		1,400,000.00	.0
ENDING FUND BALANCE	(	181,922.36)	282,433.84		200,000.00	(	82,433.84)	141.2