2013 NASPO Cronin Award Nomination

Groceries
“Indefinite Delivery Contracts Provide Real Savings to Small Agencies”

State of Oregon

Submitted by:
Dave Reynolds
Executive Summary:

The process for purchasing Groceries in the past was a path which had outlying rural State of Oregon agencies and schools continuously bidding grocery requirements, combined with the state awarding to the lowest bidder and obtaining a price for goods based on deliveries occurring on major freeway corridors, this practice would prevent small schools and agencies from enjoying the benefits of a Statewide Contract. Even one large agency was bidding $50,000 weekly for of fresh fruits and vegetables because of the Statewide Contract performance and limited delivery issues. The states process alienated small agencies and small schools in rural areas as it was thought that the only way to win the bid was the lowest cost thus, vendors would bid only on a major freeway corridor. Also, the State Procurement Office does not have visibility with the exact quantities so best efforts were made to keep the price down by specifying certain brands, and further restricting the growth and usage of the contract.

What was created: A $5,000 minimum buy to a School in eastern Oregon who had a graduating class of 2. Virtually no way to compare price and establish compliance with USDA guidelines or the common grant rule, almost zero deliveries to the eastern side of Oregon, erratic usage of the contract, several complaints per day, sole source conditions, The State Procurement Office specified goods and services while not knowing the quantities to be purchased or what the demand was, ORCPP (Oregon Cooperative Procurement Partners, the State’s local agencies) would rarely use the contracts due to limitations and cost. During our evaluation phase it was determined that it cost the State of Oregon approximately $2,000 per price agreement per year to manage due to roll-overs and amendments , 3 months just to add a new product, over $15,000 for legal expenses, no local farm usage.

Goals and Project Background: Goal #1 “Satisfy the customer with 1st time quality” set up indefinite delivery contract to allow the establishment of fair and reasonable determinations, and bring quality contracts to the entire State utilizing the indefinite delivery concept and take advantage of the new house bill 2867.

Indefinite Delivery: Generally, the Analyst or Contract Administrator does not synopsize orders or quantities under indefinite-delivery contracts. The price is established at time of order and based on previous accumulated usage, current need and recent market indices.

The Authorized Purchasers issuing Individual orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract.

Initiating a true Indefinite Delivery contract that is USDA compliant the Authorized Purchaser must:

(A) Develop placement procedures that will provide each awardee a fair opportunity to be considered for each order and that reflect the requirement and other aspects of the contracting environment;
(B) Not use any method (such as allocation or designation of any preferred awardees) that would not result in fair consideration being given to all awardees prior to placing each order;
(C) Tailor the procedures to each acquisition;
(D) Include the procedures in the solicitation and the contract; and
(E) Consider price or cost under each order as one of the factors in the selection decision.
To ensure a successful contract we had to understand the true causes of why we had limited usage on our grocery contracts, no one person or entity could provide the information we needed. On the other hand everyone involved could give us pieces of this puzzle whereas the team could quickly analyze where the problem areas are occurring and strategize on the solution. Thus, all involved needed to be interviewed, the manufactures, the distribution networks and the authorized purchasers, the answers from our questions had to be carefully categorized and built upon to develop the full picture and better questioning. The results of this benchmarking effort are annotated below. The final result was to craft Agreements that our customers would use by incorporating all of our data collected from the benchmarking efforts and enable users to purchase Groceries that better meet their business needs, leverage pricing, and maximize dollars. Incorporation of the indefinite delivery concept solved many problems:

- Reduce the number of labor hours spent managing contract; to the point one FTE could manage all contracts needed to support a Indefinite delivery acquisition.
- Removed limiting specifications, which garnered the most inflexibility. And provide to the Authorized Purchaser any combination of: Small Farm to Large Sysco and FSA type food service providers
- Provide new products that can be purchased day of availability, this was done by crafting our “evolving technology verbiage” and processing of foods from local farms
- Maintain and develop cost stabilization practices by incorporation of cost verification methods, done by comparing one vendor to the next.
- Added deliveries in rural areas of the state, or provide access to small farms and local produce providers to bolster competition and meet small agency needs.
- Gain the ability to purchase and deem the price fair and reasonable in accordance with CFR 7 and USDA Guidelines.
- Understand the true cost of Groceries, where do all of these costs come from and are they negotiable.

**Initiatives / Innovations resulting from this project:**

- **USE of local farms:** This had to be one of the biggest discoveries in the benchmarking process. Although it accounts for less than 10% of the overall spend it provides agencies an additional benefit to use the service of a local farm if deliveries are minimal this proved to be highly successful with the State hospital (See attached newspaper article), and was a huge benefit to the farm.
- **Incorporation of all new products as customer focus changes:** this alone eliminated the need for new ITBs and amendments; also this provided an avenue for our local produce distributor to help agencies process food from a local farm in their jurisdiction.
- **Indefinite Delivery Concept:** During benchmarking efforts it was determined that commodities of this nature can fluctuate dramatically from the first of the growing season to the close, many factors are involved with this fluctuation, understanding where the “cost’s” are generated from, and how the Vendors arrived at the quoted price was key to the success of this program. The indefinite delivery concept is used to establish the price at the time of order based on indicia reduction and quantity at the time of need.
- **Price Concession:** The manufacturers of food products have standard discounts called concessions that reduce the cost of the Food Product. These concessions could also be
negotiated depending on the processor and other factors during the ordering process its basically up to the distributor on how low he can go or how much they want the order. It was also discovered that an authorized purchaser could obtain a larger price concession due to volume and acquiring Groceries from different geographic locations at different times.

- **Ability to purchase from a local farm:** During the benchmarking sessions it was also determined that unplanned demand was never accounted for nor were the outlying areas of the state considered adding the ability to use local farms helped with that and provided another path to USDA Compliance.

- **Using one distributor to compare the cost of the other distributor for USDA Fair and Reasonableness Determinations:** With this new methodology the authorized purchaser can compare contract cost internally by comparing one vendor’s price to the next and selectively order the cheapest product; For example you can compare FSA to Sysco or Charlie’s Produce to a Local Farm or FSA or Umpqua Dairy to Spring Valley all within one contract.

- **Used a traditional Invitation To Bid (ITB):** Creation of a template to reduce DOJ expenses was key in administrative cost reduction.

- **Use of a Market Basket in a excel spread sheet:** We asked the question, How did you arrive at your quoted cost instead of give us your cheapest price. This provides agencies a negotiation point

- **Evolving Product Portfolio:** This may be the first time this type of verbiage was used to capture and help steer sprouting small agriculture businesses

**Transferability:**

This contract is highly convenient we have current users throughout the western States, including but not limited to: ORCPP’s, Indian Tribes, States of California, Washington and Idaho. The states of Florida, Georgia, Oklahoma, Arizona and Washington State have requested the documents to upgrade their Grocery procurement programs and have issued well over 10 million in orders. The Keys to its transferability are:

- **Practical ability:** This entire contract uses a ease of use and understanding approach and a duel pricing methodology one for the State money and the second way to establish the fair and reasonableness of the cost to comply with Federal Grant Requirements a Buyers guide walks you thru step by step on how to obtain the best cost and works every time.

- **Used as a benchmarking tool:** Most Federal grant money program users (states and other localities) have legal requirements in place to verify the rate thru cost and price analysis this contract provides this analysis by its use, this methodology has brought down the pricing to the lowest levels possible, to the point that the “non-contract distributors” or “off price agreement distributors” cannot compete.

- **Adoptability:** Some form or another of this program is being looked at for adoption by Arizona, Georgia and Washington State.

- **Flexible for other states as well:** General procurement guidelines were followed along with a standard ITB format, the competition is built in and guarantees the best price, it works for federal grants because the fair and reasonableness determination is built into the contract.

**Service Improvement:**
Capture the schools and net a contract usage increase: At one point the Spend was about 70% State agencies and 30% ORCPP this has now evened out to approximately 50/50 percent.

- **Authorized Purchasers given the greatest selection and flexibility:**
- **Different Payment methods and different distributors for different geographic location.**
- **Agency Decisions:** The ability to make sound monetary decisions based on many factors from the Teams benchmarking data.
- **Statewide Deliveries:** With adding a delivery route in Eastern Oregon all small schools along the way were able to jump on cheaper deliveries and the ability to purchase from local Farms ensure zero supply chain breaks.
- **Flexibility**, this could be Oregon’s first duel funding use contract in that you have a provision for USDA compliance and another provision for State use.
- **Loss of sales due to lack of customer input**, due to increase in volume DAS was able to reduce the cost across the board. Thus, making the grocery contracts more attractive to customers.
- **COST REDUCTION ACROSS THE BOARD**, in the first year we obtained a 4.59% cost reduction with increased incentives using the “Indefinite Delivery Concept” and a reduction every year thereafter.
- **New delivery routes:** City’s like Dayville with a graduating class of 2 now can use the contract, and enjoy the savings like a school with 5,000 students.

The Indefinite Delivery methodology was intended to solve these problems. By addressing and solving these issues, the value of the Procurement Organization is clearly demonstrated. It took several hours of research to create this program. It couldn’t have been created without procurement staff involvement. The team developed and created the spreadsheet that resulted in a cost and price analysis that allowed the team to target the appropriate areas of negotiation, this analysis has shown pricing to be below USDA Donated foods cost along with a 70% reduction in administrative costs a 34% increase in revenue and a savings of $552,885.00 (New Cost to last).

**Cost and administrative reductions and usage from neighboring states:**

### FACTS:

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<th>Small business Increase</th>
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Comparing the old contract performance to the new contract performance

**Conclusion:**
Continuous improvement is achieved using market intelligence and listing to our customers, this was key to the success of this contract

Attachment 1 (National Magazine):
http://americancityandcounty.com/contracts/oregon-grocery-contract-reshapes-local-market
OREGON GROCERY CONTRACT REShapes LOCAL MARKET  By Greg Hopkins

Oregon legislators want government agencies, such as schools, to have the option of buying local agricultural products. Oregon's Procurement Office has responded with a highly flexible price agreement that includes local producers.

The grocery contract is open to all state and local agencies. Through a cooperative purchasing agreement, local agencies from Oregon, Washington and Idaho become "authorized purchasers" by paying an annual fee based on their yearly budget. The fees, which range from $50 to $5,000, also open the door to all statewide price agreements including copy machines, janitorial supplies, industrial supplies, lawn and garden equipment, and many other goods and services.

Local providers on the contract include Childers Meat, Charlie's Produce, Spring Valley Dairy, and Umpqua Dairy. National suppliers, Sysco and Food Services of America (FSA), are also on the contract and compete with local providers. For orders of less than $5,000, agencies can buy from local farms of their choice, although agencies receiving USDA Child Nutrition Funds who do this must get two or three quotes. Agencies can even spend up to 10 percent more for local food compared to food coming from out of state, although contract manager Dave Reynolds reports "there hasn't been a single instance" when this allowance was needed. "The local prices have been the same or even lower than the prices from the large carriers," he said.
Suppliers on the price agreement comply with the requirements of the Federal Child Nutrition Funds, which "encourages" doing business with local sources and requires fair and open competition. Since the grocery contract encourages price comparison among providers, free market competition is created that keeps prices competitive and reduces the hassle of dealing with requests for price increases.

Agency buyers can request new items on the delivery list from Synco or FSA if they meet a minimum order requirement of about five cases a week. In one example, an agency wanted grains from Bob's Red Mill and was able to have these products added to regular deliveries. Reynolds worked with Todd Pommier, food service manager at the Oregon State Hospital, and other agency buyers to iron out the details. Reynolds said his main question was "How do we set up a contract that will generate ongoing competition?"

In addition, Reynolds wanted a contract that would allow an agency to buy a load of carrots from a local farm — or fresh local meat — without shipping it from two states away. The grocery contract with multiple suppliers makes these goals possible — and more.

RESULTS EXCEED EXPECTATIONS

Since the contract launched in 2006, quarterly sales have increased at least 250 percent to about $8 million annually. Agencies realize the advantages of using the contract, rather than creating their own bids, and prices can't be beat. One school was paying over a dollar per pint for milk. Now they pay about a quarter of that, which quickly repays their annual fee to use the contract. Across the board, the grocery contracts have experienced a 4.59 percent cost reduction since 2011. Negotiations under way currently are for deeper cost reductions on fresh fruits and vegetables.

The number of agencies using the contract also is growing. Recently, two large school districts in Washington with a combined annual spend of more than $2 million have signed on. The Department of Corrections, with a huge annual spend, is also evaluating potential cost savings by switching to the contract.

RURAL BUYERS BENEFIT

Because of the large number of agencies using the contract, extending delivery routes into remote areas is feasible for the large carriers. Lori Smith buys food supplies for the school in Dayville, Ore., which has a population of 111 people, is 39 miles from the closest town, and has 65 children in the entire school system. Previously, Smith has had a $5,000 minimum for food deliveries, which meant twice a year she ordered items that could be frozen. Recently, thanks to the new contract, she has been able to get regular food deliveries from Food Services of America for a $400 minimum order.

"When we achieved that, I considered it a milestone in the contract," Reynolds said.

In a small place like Dayville, the person doing the buying might be stocking shelves in the morning and driving a bus in the afternoon. The plug-and-play price agreement takes several headaches away.

LESSONS LEARNED AND NEXT STEPS

There has been some market reshuffling due to the aggressive pricing and ease of use of the new contract. A large supplier consortium that acts as a broker to schools has lost some schools who have decided to order directly from the contract. A few suppliers bumped from long-established ties are not happy. However, overall the contract has had few problems and has generated many benefits.

The next contract renewal likely be in the summer of 2013. Reynolds is analyzing ways to make the contract even better. A few of the changes he hopes to see include:

> Foods that meet the USDA Child Nutrition Certification clearly tagged in catalogs so school purchasers know what qualifies for federal reimbursement.

> An efficient, wider delivery network. There may be a way to use empty space on trucks that are already going to delivery destinations, especially in remote areas. Another idea is to explore more efficient distribution hubs.

> A way to accept and distribute donated food.

> Improved process for setting up accounts, and viewing suppliers' catalogs.

> Increased outreach to schools and other food buyers to inform them of the contract, how it works and what other price agreements from which they can benefit.

> More vendors on the contract, especially local producers.

> More specific guidance on making direct buys from local farms, dairies, orchards, and meat packers.

For those contemplating a similar contract, Reynolds has one piece of advice: "Listen to your customers and design the contract to meet their needs. And don't listen to all of the people who say you can't implement your ideas. They're usually wrong."

GREG HOPKINS is training specialist, procurement services, for the state of Oregon.
Attachment 2 (National Magazine):

Grocery Contract Reshapes Local Market
When Oregon Legislators approved House Bill 2763, they wanted agency food purchasers to be able to buy local agricultural products. Oregon’s State Procurement Office responded with a highly flexible contract that made this possible. Key features include:

- All state and local agencies can potentially use the contract. Local agencies from Oregon, Washington, and Idaho become “authorized purchasers” by paying an annual fee based on their yearly budget. The fees, which range from $50 to $5,000, open the door to all statewide price agreements including copy machines, janitorial supplies, industrial supplies, lawn and garden equipment, and many other goods and services.

- Local providers on the contract include Childers Meat, Charlie’s produce, Spring Valley Dairy, and Umpqua Dairy. Sysco and Food Service of America! (FSA) are also on the contract and
compete with local providers. For orders less than $5,000 agencies can buy from local farms of their choice. Agencies can even spend up to 10% more for local food compared to market, although there hasn’t been “a single instance” when this allowance was needed according to contract manager Dave Reynolds. “The local prices have been the same or even lower than the prices from the large carriers.”

- The contract encourages price comparison among providers. This mini-competition keeps prices competitive.

Agency buyers can request new items on the delivery list from Sysco or FSA if they order least five cases a week. In one example, an agency wanted grains from Bob’s Red Mill and was able to have these products added to regular deliveries. Dave Reynolds, a procurement analyst at the State of Oregon Procurement Office was the lead on the contract. Reynolds worked with Todd Pommier, Food Service Manager at the Oregon State Hospital and other agency buyers
to iron out the details. Reynolds said his main question was “how do we set up a contract that will generate ongoing competition?” In addition, Reynolds wanted a contract that would allow an agency to buy a load of carrots from a local farm, or fresh local meat without shipping it from two states away. The grocery contract has made these goals possible, and more, with exciting results.

Results Exceed Expectations

Since the contract launched in 2008, quarterly sales have increased at least 250% to about $3 million annually. Agencies have realized the advantages of using the contract rather than creating their own bids, and prices can’t be beat. One school had been paying over a dollar per pint for milk. Now they pay about a quarter of that, which quickly repays their annual fee to use the contract. Across the board, the grocery contracts have experienced a 4.59% cost reduction since 2011. Negotiations are currently underway for deeper cost reductions on fresh fruits and vegetables.
The number of agencies who are using the contract is also growing. Recently, two large school districts in Washington with a combined annual spend of over $2 million have signed on. Department of Corrections, which would bring a huge annual spend, is also evaluating potential cost savings by switching to the contract.

Rural Buyers Benefit
Because of the large number of agencies using the contract, extending delivery routes into remote areas is feasible for the large carriers. Lori Smith buys food supplies for the school in Dayville, Oregon. Dayville has a population of 111 people, is 39 miles from the closest town, and has 65 kids in the entire school system.

Until recently, Lori has had a $5,000 minimum for food deliveries, which meant twice a year she ordered items that could be frozen. Recently, thanks to the new contract, Lori has been able to get regular food deliveries from Food Services of America for a $400 minimum order. “When we achieved that, I considered this a milestone in the contract,” Dave Reynolds said. In a small place like Dayville, the person doing the buying might be stocking shelves in the morning and
driving bus in the afternoon. The plug and play price agreement takes several headaches away.

Lessons Learned and Next Steps

There has been some market reshuffling due to the aggressive pricing and ease of use of the new contract. A large supplier consortium that acts as a broker to schools has lost some schools who have decided to order directly from the contract. A few suppliers bumped from long-established ties are not happy. However, overall the contract has had few problems and has generated many benefits.

The next contract rebid will likely be in the summer of 2013. Dave Reynolds is analyzing ways of eliminate all barriers to use of the contract. A few of the changes he hopes to see include:

- Foods that meet the USDA Child Nutrition Certification clearly tagged in catalogs so school purchasers know what qualifies for Federal reimbursement.
- An efficient, wider delivery network. There may be a way to use empty space on trucks that are already going to delivery.
destinations, especially in remote areas. Another idea is to explore more efficient distribution hubs.

- A way to accept and distribute donated food.
- Improved process for setting up accounts and viewing the catalogs of suppliers.
- Increased outreach to schools and other food buyers to inform them of the contract and how it works and what other price agreements they can benefit from.
- More vendors on the contract, especially local producers.
- More specific guidance on making direct buys from local farms, dairies, orchards, and meat packers.

For those contemplating a similar contract, Dave Reynolds has one last piece of advice: “Listen to your customers and design the contract to meet their needs. And don’t listen to all of the people who say you can’t implement your ideas. They’re usually wrong.”

Attachment 3 (Another Article)
LAW BOOSTS LOCAL BUSINESSES

By Michael Rose

A change in state law is generating buzz among Oregon farmers and food processors, who can now use the "buy local" pitch to win state contracts.

The change frees public entities — such as prisons, state universities and the state hospital — from always having to buy from the lowest bidder when making food purchases.

This new way of doing business was authorized by House Bill 5763, which passed in the 2023 legislature and took effect earlier this year. Public entities that purchase food through State of Oregon contracts can now buy up to $5,000 worth of locally grown products per transaction, as long as those products are within 10 percent of the cost of an out-of-state product.

"This means the local corrections facility as an example, can buy a truck load of apples from the farmer down the road without having to purchase from the lowest bid or from the main distributor who is under contract to supply that facility," said Kathy Coburn, director of the Oregon Department of Agriculture.

"We are getting an awful lot of phone calls from local farms and local meat packing plants. This traditionally has never happened before with the award of grocery bids," said Dave Reynolds, a state procurement analyst with the Oregon Department of Administrative Services.

Reynolds said he expects to see a big increase in local food businesses seeking has even taken a call from a crab fisherman who wants to make a deal.

Earlier this year, DAS completed rules that allowed HB 5763 to be implemented, Reynolds said. The legislation was co-sponsored by Rep. Brian Clem of Salem and Rep. Ben Cannon of Portland.

The Oregon State Hospital has attempted to buy more foods from local sources, said Todd Pommier, a state employee who oversees food service at the institution. Beef packed by a Eugene company and blueberries grown at a farm near Lebanon are some examples.

To control high blood pressure among its patients, the hospital has switched to a low sodium and low fat diet. This too has created an opportunity for Oregon farmers because the diet is also high in nuts, fiber and grains.

"These are great opportunities for us to source some local hazelnuts," Pommier said.

But some in the food business expect there will be reluctance to break the habit of always going with the lowest bid. The new law encourages state institutions to buy local, but it doesn't require it.

John Zielinski, who co-owns E.Z. Orchards Farm Market in Salem, said years ago the firm sold apples to the prison system. E.Z. Orchards lost the business, he said, when state officials opted for contracts that effectively shifted purchases to large vendors, capable of supplying a complete package of food products. The strategy was viewed as a cost-cutting measure.

Zielinski welcomed the state's plan to give its business more discretion to

For more information

Dave Reynolds, a state procurement analyst with the Oregon Department of Administrative Services, can be reached at (503) 376-4643.

"I think this will benefit the local agricultural community," he said.

State buyers will have to change their mindset, Zielinski said. From a paperwork standpoint alone, it's easier for an institution to buy everything from one supplier than make occasional purchases from a collection of small companies, he said.

Rep. Clem said he supported the buy local legislation to keep dollars in the community. The representative said he didn't want an Oregon farmer to lose business to an out-of-state or foreign competitor over a few cents difference in cost.

The legislation should clear the way for institutions to buy more foods on "spot contracts," which should help producers like E.Z. Orchards market its products, Clem said.

Another state program — called Farm to School — has also helped bring locally produced foods into Oregon's school system.

But because school lunch programs are backed with federal dollars, schools are required to follow federal procurement guidelines for most food purchases. Those federal rules have complicated attempts to put more locally grown and processed foods on school menus, state agriculture officials said.
'Buy local' will get boost under new Oregon food contracts

November 5, 2010

Public entities that purchase food through state of Oregon contracts now will be able to buy up to $5,000 worth of locally grown products per transaction as long as those products are within 10 percent of the cost of an out-of-state product.

The ability to purchase local products is part of new contracts administered by the Department of Administrative Services that will be in effect soon.

"This means the local corrections facility, as an example, can buy a truckload of apples from the farmer down the road without having to purchase from the lowest bid or from the main distributor who is under contract to supply that facility," said Katy Coba, director of the Oregon Department of Agriculture.

The state agriculture department worked with DAS to implement House Bill 2763, which was co-sponsored by Rep. Brian Clem and Rep. Ben Cannon and passed by the 2009 legislature. The legislation makes it easier for local foods to make their way into public institutions such as prisons, schools, and Oregon's university system.

— Michael Rose

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Hello,

As a new way to manage significant jobs-related efforts, I will be organizing a set of topic specific "war rooms" that bring relevant individuals together on a regularly scheduled basis to accelerate desired outcomes.

One such effort includes the passing of HB 3000 last session. We now have the opportunity to implement this legislation and maximize its impact. Although over time more individuals (likely both public and private) may be added to this war room, I would like to hold a preliminary discussion on Thursday, February 16th at 1:00pm in Salem with the following individuals:

Rep Brian Clem
Dave Reynolds (DAS)
Greg Wolf
Scott Nelson

At this meeting we will identify desired outcomes for this effort, timelines associated with those outcomes, and assign initial tasks for achieving those outcomes. We will also set a weekly time during which this war room will reconvene.

Phone in will be an option.

I have attached a copy of HB 3000 for you to review

Thank you,
Ali Williams
Executive Assistant to Scott Nelson
Office of the Governor
900 Court Street N.E.
Salem, OR 97301
Phone: (503) 378-5884 Fax: (503) 378-6827