Regular Meeting
Tuesday, March 10, 2026 6:00 PM

Dr. Matthew Prophet Education Center - Board Auditorium
501 N. Dixon St
Portland, OR 97227

Agenda

1. 6:00 pm - Call to Order / Opening
2. 6:05 pm - Classified and Non-Represented Appreciation Week (Resolution 7257) Vote - Public comment accepted
3. 6:15 pm - Superintendent's Report
4. 6:25 pm - Student Representative's Report
5. 6:30 pm - Student and Public Comment
6. 6:50 pm - Comments from our Union Partners
7. 6:55 pm - Quarterly Bond Accountability Committee (BAC) Report
8. 7:10 pm - Seismic Prioritization
9. 7:40 pm - Growing Great Schools
10. 8:10 pm - Budget Update
11. 8:25 pm - Bond Update
12. 8:35 pm - First Reading: Public Contracting Rules
13. 8:45 pm - Board Committee and Conference Reports
    - Audit Committee
    - Facilities Improvement Oversight Committee
    - Policy Committee
    - Teaching, Learning, & Enrollment Committee
    - Community Budget Review Committee
14. 9:05 pm - Consent Agenda: Resolutions 7258 through 7279 Vote- Public Comment Accepted
    14.(a) Resolution 7258 - Expenditure Contracts
    14.(b) Resolution 7259 - Revenue Contracts
    14.(c) Resolution 7260 - Resolution to Appoint Student Representative to a Portland Public Schools Board of Education Committee
    14.(d) Resolution 7261 - Dismissal of a Contract Educator
    14.(e) Resolution 7262 - Contract Extension for Teachers
    14.(f) Resolution 7263 - Election of Contract Teachers
    14.(g) Resolution 7264 - Election of Second Year Probationary Teachers
    14.(h) Resolution 7265 - Election of Third Year Probationary Teachers
    14.(i) Resolution 7266 - Approving a Recommendation for Non-Renewal of a Probationary Educator - 035076
    14.(j) Resolution 7267 - Approving a Recommendation for Non-Renewal of a Probationary Educator - 037833
    14.(k) Resolution 7268 - Approving a Recommendation for Non-Extension of a Contract Educator - 030854
    14.(l) Resolution 7269 - Approving a Recommendation for Non-Extension of a Contract Educator - 035650

14.(m) Resolution 7270 - Approving a Recommendation for Non-Extension of a Contract Educator - 000449
14.(n) Resolution 7271 - Approval of Head Start Policy Council Recommendation - Child Abuse & Neglect reporting
14.(o) Resolution 7272 - Approval of Head Start Policy Council Recommendation - Transportation Policy
14.(p) Resolution 7273 - Approval of Head Start Policy Council Recommendation - ERSEA and Selection Criteria 2026
14.(q) Resolution 7274 - Approval of Head Start Policy Council Recommendation - Change in Scope
14.(r) Resolution 7275 - Approval of Head Start Policy Council Recommendation - Self Assessment Timeline
14.(s) Resolution 7276 - Contract Extension for Administrators
14.(t) Resolution 7277 - Election of Contract Administrators
14.(u) Resolution 7278 - Contract Renewal for Probationary Administrators
14.(v) Resolution 7279 - Adoption of the Minutes

15. 9:10 pm - Other Business, Committee Referrals, and Future Agenda Items
16. 9:15 pm - Adjourn

RESOLUTION No. 7257

Resolution to Recognize Classified and Non-Represented Employee Appreciation Week March 2-6, 2026

RECITALS

A. Classified and Non-Represented employees in Portland Public Schools are invaluable members of our educational team. From the moment a student boards a school bus each morning, their learning experience is shaped by the efforts of these employees. Whether providing direct or indirect student support, they play a crucial role in influencing our school communities. These dedicated staff members help create a positive learning environment by assisting students in the classroom, preparing and serving meals, caring for their physical needs, ensuring their safety, providing transportation, and supporting their families. Additionally, they maintain our school and administrative offices, care for our buildings and grounds, facilitate communication within the school and with the community, and manage supplies and equipment, among many other responsibilities. We are deeply grateful for their essential contributions and ongoing support.

B. Classified employees include members of our valued labor partners, including the Amalgamated Transit Union (bus drivers), District Council of Unions (skilled maintenance such as painters, electricians, carpenters, and others, warehouse workers, drivers, and television services), Portland Federation of School Professionals (including administrative assistants, call center reps, certified drug and alcohol counselors, educational assistants, school administrative assistants, paraeducators, finance clerks, site technology specialists, bookkeepers, campus safety associates, SPED records clerks, community agents, transportation route schedulers, and many others), and Service Employees International Union (nutrition services and custodians).

C. The Classified and Non-Represented employees deserve our heartfelt recognition and gratitude for their dedicated efforts in support of the more than 42,000 students in the Portland Public Schools community.

RESOLUTION

1. The Board of Education declares last week, March 2-6, 2026, as Classified and Non-Represented Employee Appreciation Week, in honor of the essential services provided daily to enrich and support students in Portland Public Schools, helping them reach their highest potential.

2. Be it further resolved, that the Board encourages the Portland Public Schools community to come together in honoring Classified and Non-Represented Employees for their positive impact on our students and our community.

Report to The Portland Public Schools Board of Directors

Date: January 28, 2026

From: Bond Accountability Committee

Subject: BAC Report #50

Committee Charge

The Portland Public Schools Board of Education (Board) has appointed a citizen Bond Accountability Committee ("Committee") whose charge is to monitor the planning and progress of the bond programs relative to voter-approved work scope, schedule, and budget objectives.

The duties of the Committee are (i) to receive reports on the status and planned implementation of the bond program; (ii) to determine whether such status and implementation are consistent with the program approved by the voters; and (iii) to report their findings to the Board.

The current members of the BAC are:
Greg DiLoreto, Chair
Norman Dowty
Chris Dunning
Travis George
Ryan Kinsella
Jonathan Truit
Cara Turano
BOE Director Splitt, the BAC Liaison

Background:

In November 2012, voters approved a $482M capital improvement bond measure for Portland Public Schools. In May 2017, voters approved a $790M capital improvement bond measure. In November 2020, voters approved a $1.206B capital improvement bond measure and in May 2025, voters approved a $1.8B capital improvement bond measure.

All regular BAC meetings are publicly noticed and open to the public. Staff presentation materials, along with BAC reports are regularly posted on the District website. Meetings are also video recorded, which allows BAC members unable to attend scheduled meetings to watch the proceedings and review the materials at their convenience.

The BAC meeting was held on January 28, 2026, at Jefferson High School. The BAC has a practice of alternating its meetings between in person and Zoom. In person meetings have rotated among the various schools that have seen modernization or will see modernization. Six members participated in the meeting, Greg DiLoreto, Travis George, Jonathan Truit, Norm Dowty, Ryan Kinsella, Chris Dunning and our BOE liaison Director Splitt. **The meeting focused on three main areas: overall financial position; update on school modernization efforts at Jefferson High School, Cleveland High School and Ida B. Wells High School; and a presentation on possible changes to the BAC Charter.**

The BAC received public comment from four individuals. One concerned the renaming of the Center for Black Student Excellence; two comments concerning the need for the BAC to be involved in the decision of where to spend funds for seismic improvement and one concerning the recent restructuring in the Office of School Modernization and the effect on the workload since several people were let go from the program.

Report

1. Whether the school district bond revenues are expended only for the purposes for which the bonds were approved, and that bond revenues are not used for any purpose prohibited by law.

- The BAC reviewed the Bond Program Administration report and additional reports specific to bond revenues and expenditures. A bond sale is planned for February 10th, with debt service not to exceed ballot authorization. **Of note is that Moody's bond rating agency has downgraded the District's credit rating from Aa2 to Aa3. The District maintained its AA- rating from Standard & Poor's. The downgrading from Moody's reflects the Districts low operational fund balance at only 5% of total balances, which compares to over 14% in 2022 and 2023. Also influencing the bond rating is the local economy and student enrollment, which is decreasing. This downgrade could have some effect, perhaps small, on the interest rate the District will pay for its cost of borrowing.**
- Staff has nearly completed reconciling accounts and based on these reports bond funds from the 2012, 2017 and 2020 bond program accurately funded all items identified within those programs. **Based on these reports the BAC believes the programs to have been properly funded; it appears that the school district is spending revenues only for the purposes for which the bonds were approved. For the 2025 bond measure, almost no funds to date have been expended.**

2. Whether the bond budget is sufficient to complete the scope of work as outlined in the voter-approved bonds.

- **As presented to the BAC there are sufficient funds to complete the scope of work as outlined in the voter approved bonds.**
- **A total of $4.6 billion in bonds have been approved by the voters in 2012, 2017, 2020 and 2025 combined. To date $2.0 billion have been spent, outstanding encumbrances are $167.7 million and $2.4 billion in bond funds remain, the majority of which is in the 2025 bond.** All that remains from the 2012 bond issue is $403,500 out of the $547.8 million. Nearly $60 million remain from the 2017 bond measure out of the total
- $888.5 million, and $551.7 million remain from the $1.3 billion in the 2020 bond. As noted previously almost no funds have been spent from the 2025 bond.
- Cleveland high school is currently budgeted at $449 million, up from the original budget of $442 million. However, the value engineering process is underway to reduce costs below the budget. Jefferson high school, funded from both the 2020 bond and 2025 bond measure is currently budgeted at $466 million and Wells High School is currently budgeted at $432 million and at the 50% design drawings was on track with the current budget. The BAC did not learn of anything in the staff report that suggests these budgets are not sufficient. **A risk to these budgets could come from permit delays, which would impact start of construction, however the City of Portland has committed to a 16-week review/approval process. An additional risk is the availability of mass timber. To mitigate this risk, supply has been diversified since all projects are on the same timelines so the District is not completing with itself for production.**

3. Whether the projects planned, in progress, and completed will meet the scope of work specified in the voter-approved bonds.

- **The projects discussed at the BAC meeting will meet the scope of the work specified in the voter-approved bonds. Cleveland, Jefferson and Wells will be completely new high schools meeting the District's education design standard.**

4. Whether the projects are being delivered on schedule relative to the voter-approved bonds.

- **Cleveland and Wells high schools are shown to being delivered on schedule relative to the voter-approved bonds. Jefferson is behind the original schedule shown in the 2020 bonds requiring additional funds in the 2025 bond measure. Jefferson is now shown to be tracking correctly with the revised schedule.**
- Cleveland high school is at 70% design plans. Construction activities will start in late June 2026. The project is currently under design and securing permit approval from the City of Portland. The schedule shows move into the new building prior to the start of school 2029.
- Jefferson high school is also at 70% design plans. Groundbreaking is tentatively scheduled for May 29, 2026. As with Cleveland high school construction will begin this summer, first with the south fields construction. New building construction begins in 2027. Move in will be prior to the start of school 2029. Currently the project is in the design, land use and permitting phase.
- Wells high school is slightly behind Cleveland and Jefferson high schools. Construction document phase will begin in March with construction slated to begin in December 2026. However, move in is scheduled prior to the start of school 2029.
- Center for Educational Excellence, renamed from the Center for Black Student Excellence to reflect its larger mission is moving forward with the purchase of the property at 1 North. Staff is working with PPS procurement in solicitation of 3rd party services such as geotechnical civil and structural engineering. A complete schedule was not provided to the BAC.

5. The Committee will receive and review copies of annual performance audit reports and financial audit reports to ensure Bond revenues are expended in compliance with state law and the ballot measure language.

- **District staff is diligent in ensuring all bond revenues be in compliance with state law and the ballot measure language and the BAC has seen no evidence of operating outside of this compliance.**

Additionally, the Committee may provide feedback and/or advice to the Board on one or more of the following topics:

- *Alignment with the goals and principles of the Long-Range Facilities Plan;*
- *Alignment with the goals of the Business Equity Policy;*

- *District standards and innovative practices for achieving lower maintenance and construction costs while improving operating efficiency, sustainability, and increasing building longevity;*
- *Historic preservation and school renovation opportunities compatible with the architecture of surrounding Portland neighborhoods;*
- *Potential capital partnerships for joint and shared use of PPS facilities;*
- *Implementation of appropriate ways to address seismic issues;*
- *Topics and scope for the annual performance audit work plan;*
- *Compliance with ADA; and*
- *Communicating key information related to the bonds to the School Board, public groups, organizations and stakeholders.*

- **A certified business equity update was provided.**
    - Jefferson high school – currently 12.12% was paid to certified subcontractors broken down at 12.77% for consultants, 5.45% for subcontractors, with 23 of 44 certified subcontractors. 17 of the 16 required Career Learning activities have taken place.
    - Cleveland high school – currently 33.11% has been paid to certified firms and 16 of the 32 subcontractors are certified. None of the required Career Learning activities have taken place. However, a meeting has been scheduled to get started on this activity.
    - Wells high school – 16.11% has been paid to certified firms and 16 of the 31 subcontractors are certified. Additionally, 37 of the required 8 Career Learning activities have taken place.
- The Committee received a presentation regarding its charter from Janise Hansen of PPS. Since the Committee just received the information only a couple of days before its meeting only general discussion occurred. The Committee has a copy of the presentation as well as a draft revised charter. A special meeting is being scheduled for February to discuss the proposed revisions.

General Comments

In conclusion, we commend PPS with what they have accomplished as the number of projects is numerous and complex. Projects are generally coming in on time and within budget and scope. Procedeo, the newly retained project management firm, has revised their reports to the BAC to reflect our comments from the previous meeting and these reports meet the requirements the BAC needs to report to the BOE. We continue to appreciate the quality and professionalism of OSM staff, particularly as they work through the change in leadership. We thank the Board for this opportunity to serve and play a small part in your bond programs.

To: Board of Education
From: Dr. Jon Franco, Senior Chief of Operations
Cc: Dr. Kimberlee Armstrong, Superintendent
Deborah Kafoury, Chief of Staff
RE: Seismic Memo
Date: March 10, 2026

Resolution 7109 establishes the criteria and intent for prioritizing seismic retrofits. It contemplates that all high-risk schools will not be addressed within a single bond cycle. Specifically, it directs Portland Public Schools (PPS) to use current seismic assessment data to identify and prioritize schools that pose the greatest risk of injury or death in a significant earthquake, and to clearly communicate the criteria used to determine the sequence of retrofits.

We acknowledge that discussion of a significant earthquake can cause concern and anxiety. We affirm at all times that we are focused on ensuring the safety of all of our children and staff in our buildings and are working to devise a plan to prioritize the work across our many buildings to do that.

Holmes and PPS Partnership

Holmes was engaged by PPS to:

- Complete a district-wide seismic risk assessment of PPS school facilities, and
- Use those results to help PPS identify a first tranche of seismic retrofit projects that could be delivered with up to approximately 100 million dollars of 2025 bond funding for 8-10 schools dedicated to addressing high seismic risks with the District[1].

This memo summarizes the technical approach Holmes used, in partnership with PPS, to recommend schools and project types for this first phase of work, and how that approach aligns with Resolution 7109 including:

1. Metrics and Formula Used to Identify Retrofit Candidates
2. Seismic and facility metrics

Identification of Schools

Holmes and PPS explored several options combining available data into ranking formulas resulting in the identification and prioritization of schools for seismic retrofits. The metrics utilized in these formulas include the following:

[1] *The budget for seismic retrofits from the 2025 bond is principally created by savings on other 2025 bond projects. PPS continues to track progress towards those savings goals and accelerate the seismic retrofit work whenever possible.*

Seismic Risk Score (Holmes)
Each distinct "building part" on a campus was assigned a Seismic Risk Score from 1 to 10, where higher scores indicate poorer expected performance and greater life-safety risk in an earthquake. Scores were based on building type, construction era, and observed or documented seismic vulnerabilities.

Deferred Maintenance Score (PPS)
A 0–5 score (higher means more need) representing overall facility condition and backlog of deferred maintenance work. This score is relevant to seismic retrofit prioritization because it reflects the extent of prior structural, envelope and roof investments made at each campus. ***The Deferred Maintenance score also incorporates an equity adjustment recognizing CSI/TSI status.***

Enrollment / "Right-sizing" Indicator (PPS)
A simple Yes/No indicator of whether a school's enrollment reflects the number of students who would benefit from improved seismic performance using a threshold of 300 students. Given the rightsizing process that we will be engaging in, we assessed the projected enrollment of our school sites over the next 3 years. Schools not meeting the enrollment threshold of 300 were not prioritized for this first round of recommendations.

Because these measures use different scoring scales, we first convert the Seismic Risk and Deferred Maintenance scores to a common 0-to-1 scale, and treat Yes/No answers (like Enrollment) as 1 or 0. This lets us combine them fairly in one formula so that the stated weights (90 percent seismic, 5 percent maintenance, 5 percent enrollment) accurately reflect their influence.

Final recommended formula

Holmes developed and tested several weighting formulas to see how campus rankings changed when different metrics were emphasised. This sensitivity testing allowed PPS and Holmes to confirm which schools consistently appeared as high priorities when seismic risk was emphasized, and to understand how rankings would shift if non-seismic factors were given more weight.

After review with PPS, the following formula was recommended as the primary technical tool for identifying high-priority full campus retrofits:

$$Score = 0.90\times(Highest\ Campus\ Seismic\ Risk\ Score) + 0.05\times(Deferred\ Maintenance) + 0.05\times(Enrollment)$$

In practical terms, this formula prioritizes campuses with the greatest potential for structural failure or collapse in an earthquake, while modestly accounting for facility condition and the number of students served.

This structure reflects Resolution 7109's direction to prioritize schools that "pose the greatest risk of injury or death in a significant seismic event", while recognizing that modestly combining seismic work with existing facility needs and serving more students can provide additional benefit.

Interpreting the formula

Across the different scenarios, a consistent group of high-risk campuses repeatedly appeared near the top of the rankings. In particular (in alphabetical order), Fernwood (Beverly Cleary), Glencoe, Grout, Jackson, Kelly, Rose City Park, and Roseway Heights appeared in the top ten for more than half of the formulas that were tested. These patterns gave PPS and Holmes confidence that the formulas were identifying a common core of high-risk schools, even when non-seismic factors were varied.

The final recommended formula was then applied to all campuses to generate a primary ranked list. This ranked list was not treated as a strict “top N” selection. Instead, it was used to:

- Highlight a manageable group of highest-scoring campuses for further review, and
- Provide a consistent, data-driven starting point for conversations about scope, cost, and phasing.

Joint discussions between Holmes and PPS

Holmes worked with PPS facilities and operations staff to refine the shortlist to a program that:

- Would have the **greatest impact on reducing life-safety risk** across the overall building stock, in keeping with Resolution 7109, and
- Could realistically be delivered within approximately 100 million dollars and the Board’s direction to address **8–10 schools** in this first phase.

Key considerations in those discussions included:

- The type and extent of high-risk structural deficiencies at each campus,
- The likely rough order of magnitude (ROM) cost to achieve a meaningful seismic improvement,
- The practicality of combining or staging work, and
- The need to balance a small number of full campus projects with a larger number of targeted interventions that collectively protect more students.

Some high-risk campuses would require very large investments to achieve a full seismic retrofit. In these cases, PPS concluded, in consultation with Holmes, that more detailed investigation and scope refinement, along with long-range facilities planning, should occur before committing a substantial portion of this first bond allocation. These campuses remain high priorities for future funding. Sequencing reflects affordability and deliverability constraints within this bond cycle, not a diminished commitment to the safety of the students served in those buildings.

For other campuses, the data showed that targeted Unreinforced Masonry (URM) or building-part retrofits could produce a large reduction in life safety risk at significantly lower cost than a full campus retrofit. These opportunities became key components of the recommended program.

In interpreting these results, it was also important to note how “building parts” were defined. The underlying seismic assessments (Phase 1) were scoped and completed before PPS decided to use them

for district-wide risk scoring (Phase 2). Holmes engineers grouped spaces into building parts based on available drawings and site observations. In some cases, a single building part encompasses a large floor area, and a more granular subdivision would more clearly distinguish the different risk characteristics of the spaces. Rather than re-segment every campus, Holmes and PPS relied on our detailed familiarity with each school to recognize where this coarser grouping might either mask a high-risk area or make an entire campus appear higher-risk when only part of a building is driving the score. For example, a gymnasium, classroom wing, and administration area may be grouped together for scoring purposes even though their seismic vulnerabilities differ, requiring engineering judgment when interpreting campus-level scores.

With that shared understanding of the data and its limitations, Holmes and PPS shaped a package of projects that fits within the available anticipated budget to reduce seismic risk across the district.

Types of Projects Recommended

The resulting program under the 2025 bond includes three main project types, each linked to the risk metrics:

1. **Full campus retrofits**
    - Applied at the **highest-priority campuses per the seismic formula** and engineering review, where multiple building parts exhibit very high Seismic Risk Scores.
    - Full campus projects provide comprehensive risk reduction for those schools, addressing multiple interacting deficiencies.
2. **Targeted retrofits – high-risk building parts**
    - Focused on **specific buildings or building parts** that contribute heavily to a campus's Seismic Risk Score.
    - These projects were chosen where strengthening those elements will **significantly reduce both part-level and campus-level seismic risk**, for example, URM gymnasiums or classroom wings.
3. **Targeted retrofits – localized URM at egress or high-occupancy areas**
    - Focused on **local URM walls or components** near main egress routes, gyms, auditoriums, and other high-occupancy spaces.
    - Even when these localized elements do not substantially change the overall Seismic Risk Score for the campus, strengthening them provides strong "value for money" from a life safety perspective, because they directly reduce the risk in spaces where many students and staff may be present during an event. These items have been previously identified in the Holmes report table in the "Small Project Opportunities, Relative Low Cost to High Safety Return".

Across all project types, the primary objective is to reduce the likelihood of serious injury or loss of life during a seismic event, particularly in spaces where students and staff are most likely to be present.

First Phase within a Longer-Term Program

Resolution 7109 recognizes that the seismic risk within PPS cannot be fully addressed in a single bond cycle. The 2025 bond allocation for seismic work represents a **first phase**, focusing on the highest-risk buildings and the most cost-effective risk-reduction opportunities identified by the current assessment. Exclusion from this initial phase does not indicate lower priority; rather, it reflects sequencing, affordability, and deliverability constraints within this bond cycle.

Holmes recommends that:

- The Seismic Risk Scores and URM information developed in this study continue to be used as a **primary technical tool** for future bond planning, grant applications (such as the State's Seismic Rehabilitation Grant Program), and capital programming.

- Schools that were identified as high-risk but not advanced in this bond cycle, particularly those with complex or high-cost retrofit needs, be **prioritized for further investigation and future planning and funding**.

In this way, PPS can continue to act on the commitments in Resolution 7109: using transparent, data-driven criteria, focusing first on the highest-risk buildings, and advancing a multi-bond, multi-year strategy to bring all high-risk schools to an acceptable standard of seismic safety.

PORTLAND
Public Schools

Board of Education Seismic Update

03/
10/2026

Seismic Update

- What we have accomplished
- Framework for Prioritization
- Future Scope of Work Planned by campus
- Next Steps

Resolution 7109

Resolution 7109 establishes the criteria and intent for prioritizing seismic retrofits. It contemplates that all high-risk schools will not be addressed within a single bond cycle. Specifically, it directs Portland Public Schools (PPS) to use current seismic assessment data to identify and prioritize schools that pose the greatest risk of injury or death in a significant earthquake, and to clearly communicate the criteria used to determine the sequence of retrofits.

We acknowledge that discussion of a significant earthquake can cause concern and anxiety. We affirm at all times that we are focused on ensuring the safety of all of our children and staff in our buildings and are working to devise a plan to prioritize the work across our many buildings to do that.

Seismic Work in 2012, 2017, and 2020 Bonds

Full Seismic Retrofits & New Buildings:

Benson Polytechnic High School (Modernized 2024)
Franklin High School
Grant High School
Lincoln High School
McDaniel High School
Roosevelt High School (T)
hayu alqi uxyat
Alameda Elementary
Clark (T)
Faubion PK-8 (T)
Hayhurst Elementary
Kellogg Middle School (T)
Lewis Elementary

Partial and Roof-Level Seismic Improvements:

Abernethy
Ainsworth
Alameda
Arleta(T)
Astor (T)
Atkinson (T)
Beverly Cleary
Bridlemile
Buckman (T)
Chapman (T)
Chief Joseph
Cleveland
Clark (T)
Creston
Da Vinci
Duniway
Odyssey
Glencoe
Harriet Tubman
Harrison Park (T)
Hayhurst
Hosford
Jackson (T)
Ida B Wells
Kelly (T)
James John (T)
Lewis
Maplewood
Markham (T)
Marshall
MLK (T)
Meek
MLC
Mt. Tabor
Ockley Green (T)
Rigler (T)
Sabin
Sellwood
Sitton (T)
Skyline
Stephenson
Vernon
Winterhaven
Woodlawn (T)

SUMMER 2026

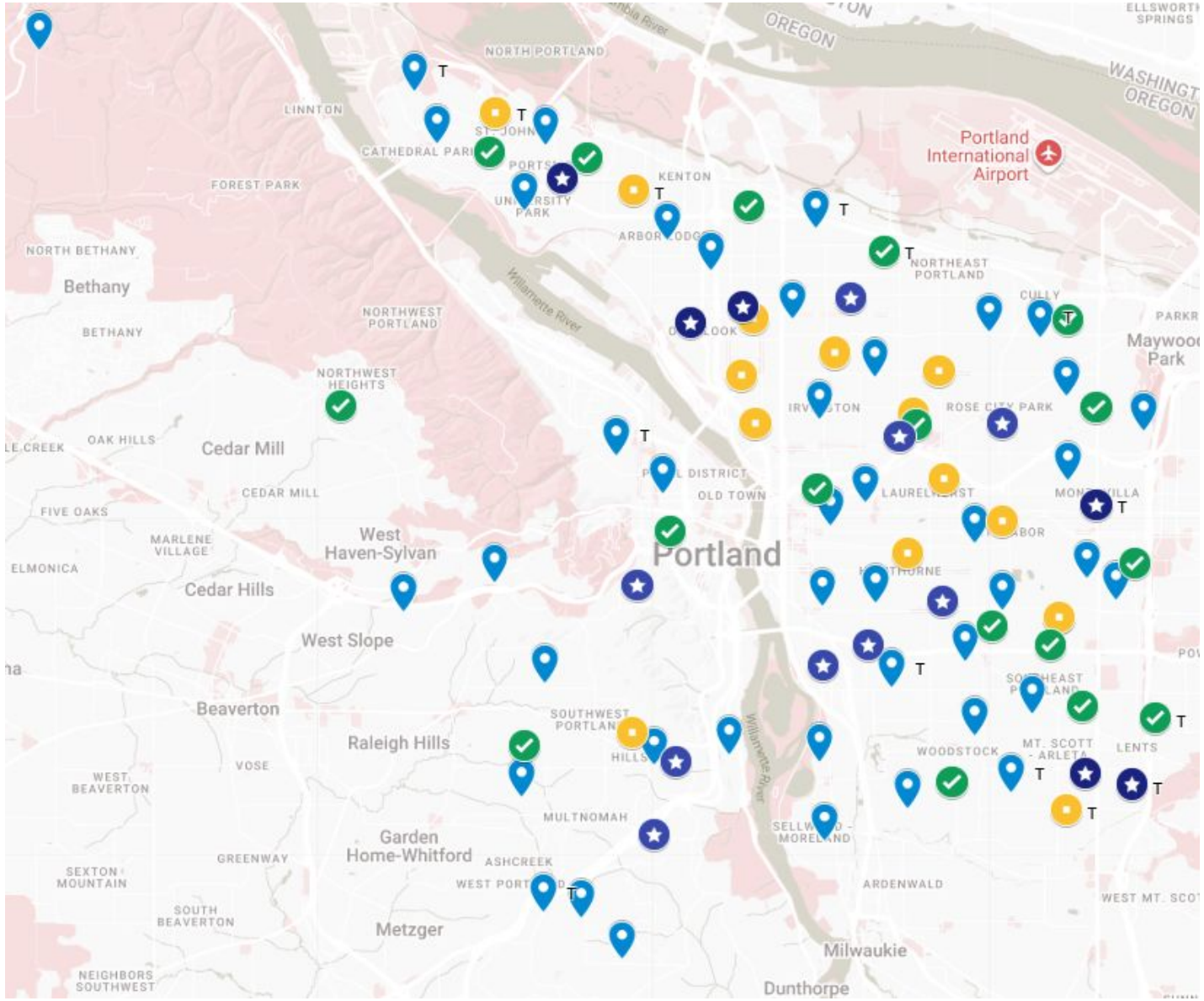
Lent (T)
Marysville (T)
Vestal (T)
Marshall
Chavez (T)
Woodmere (T)

Modernizations
Jefferson (T)

(T) = Title 1A w/in last 5 yrs

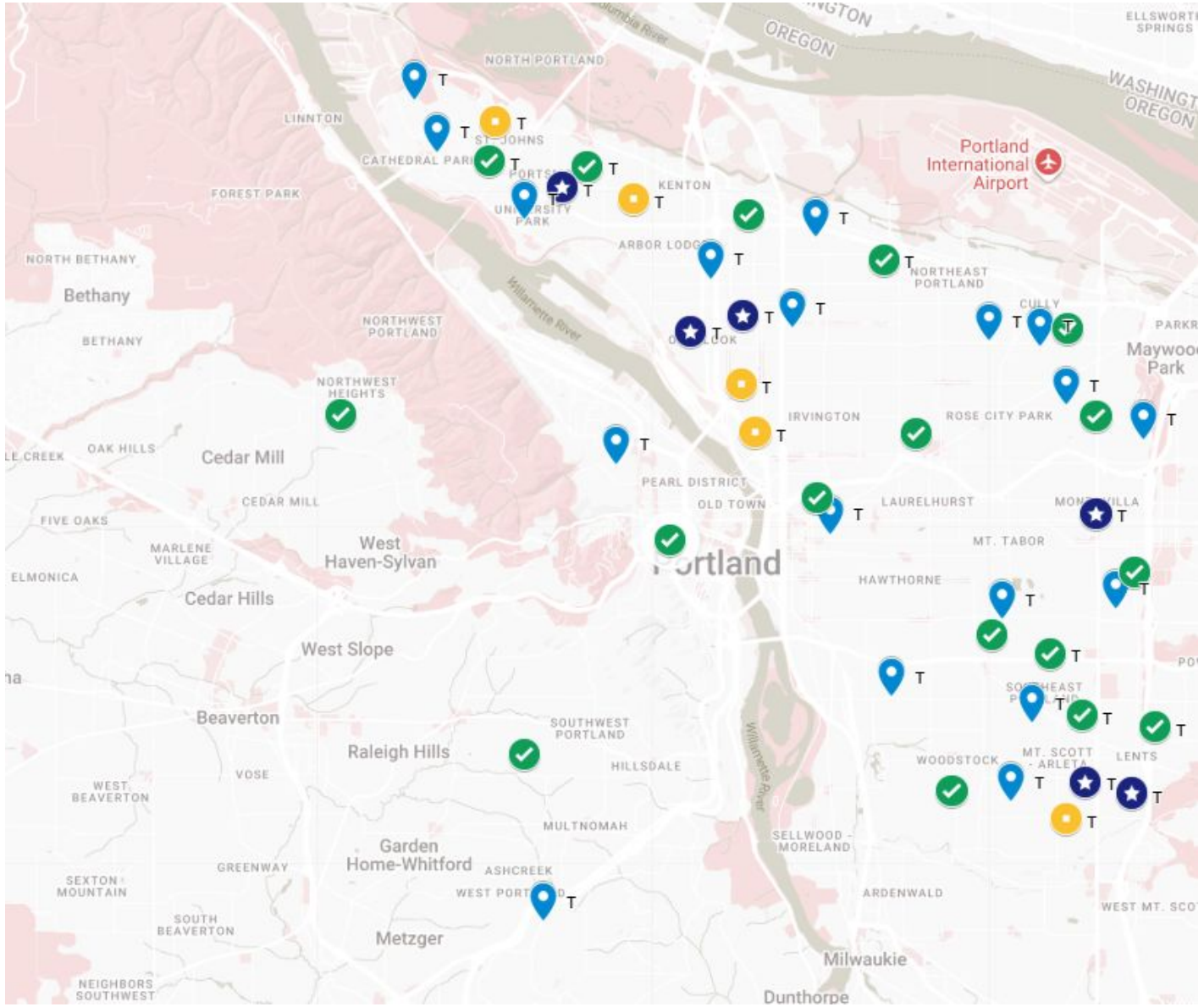
Prior Seismic Work - All PPS

- Replaced/Retrofitted/Low Risk (17)
- 2025 Bond Seismic + Current Roofs w/expanded scope for “low cost/high safety return seismic project opportunities” (15)
- Partial Seismic Upgrades Completed (43)
- No prior seismic (15)



Prior Seismic Work - Title 1A *(over last 5 years)*

- Replaced/Retrofitted/Low Risk (7)
- 2025 Bond Seismic + Current Roofs w/expanded scope for “low cost/high safety return seismic project opportunities” (6)
- Partial Seismic Upgrades Completed (18)
- No prior seismic (5)

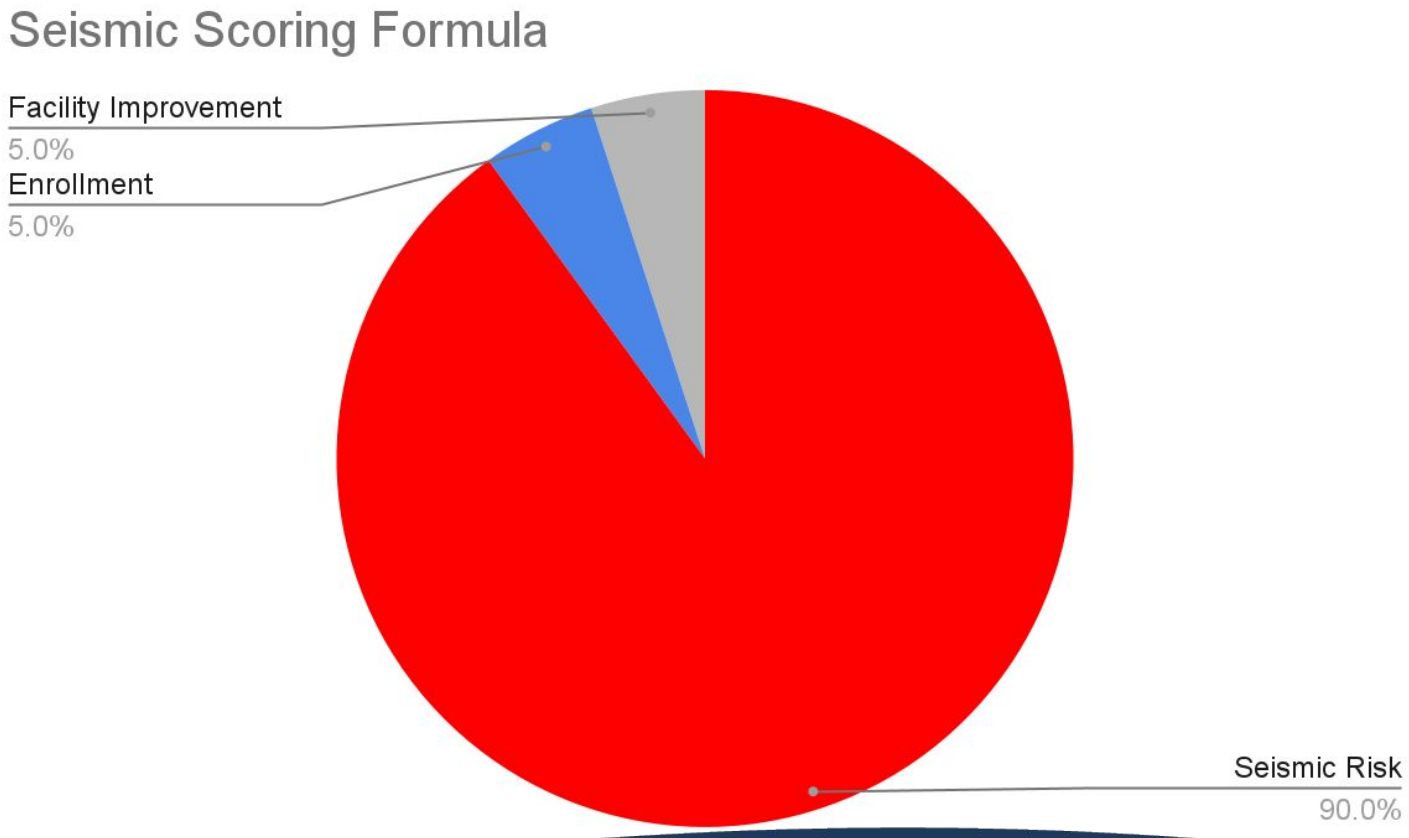


Seismic Prioritization Formula – Weighted Scoring Model

90% – Seismic Risk (Red):
Measures structural vulnerability and life-safety priorities.

5% – Facility Improvement (Gray):
Reflects facility condition and upkeep backlog.

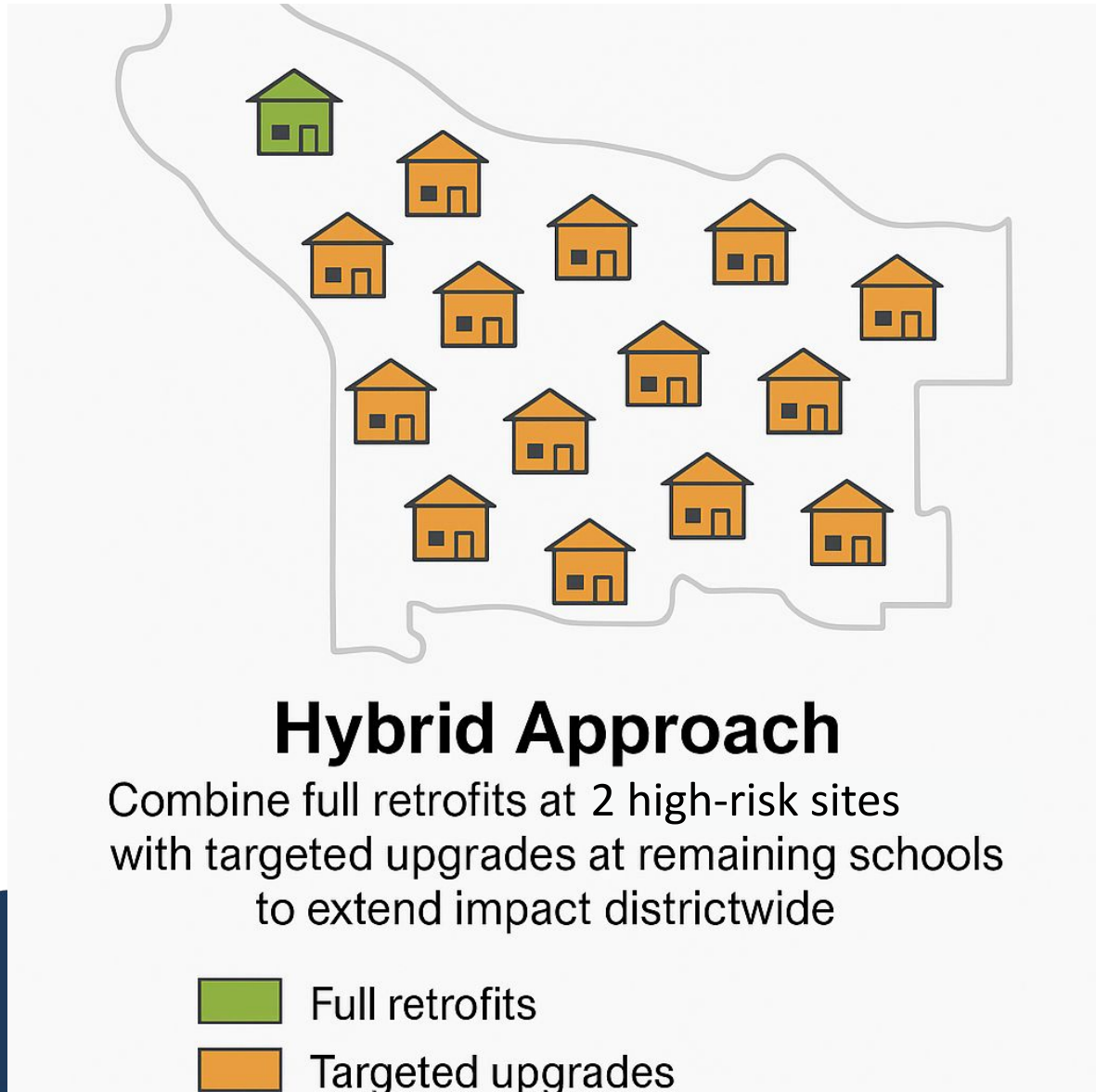
5% – Enrollment (Blue):
Represents student impact and utilization.



Seismic Approach - Hybrid

highest-risk sites

- Some full retrofit
- Targeted upgrades to critical structural elements to lessen catastrophic collapse



Seismic Upgrades

- **Comprehensive Campus Retrofits**
  - Beverly Cleary - Fernwood
  - Rose City Park
- **Targeted Retrofits**
  - Ainsworth
  - Beach (T)
  - Capitol Hill
  - Kelly (T)
  - Richmond
  - Vernon (2020 Bond)
  - Winterhaven (2020 Bond)

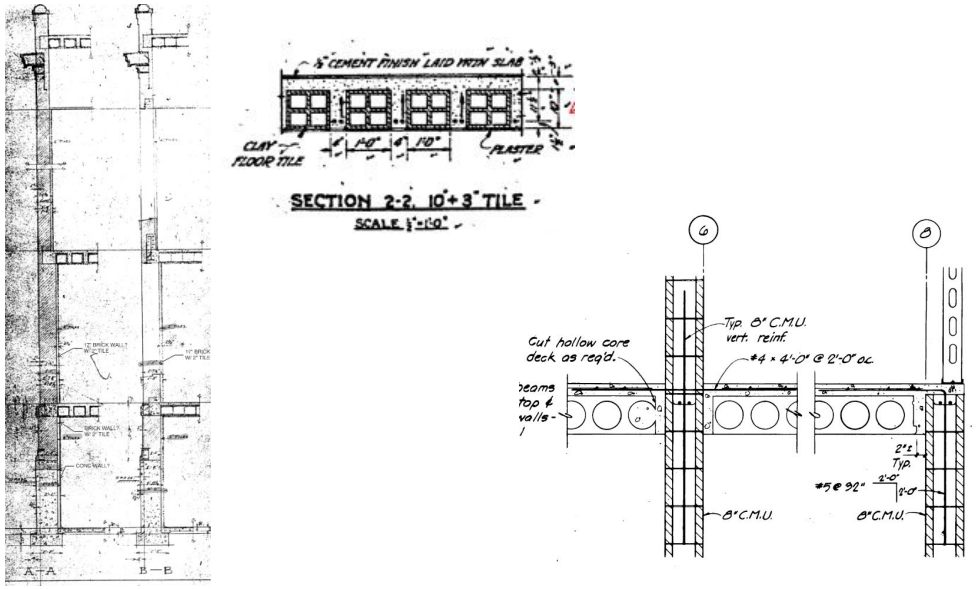
- **2026 Roof Projects w/ added seismic**
  - Chavez (T) (2017 Bond)
  - Marshall (2017 Bond)
  - Vestal (T) (2017 Bond)
  - Woodmere (T) (2017 Bond)

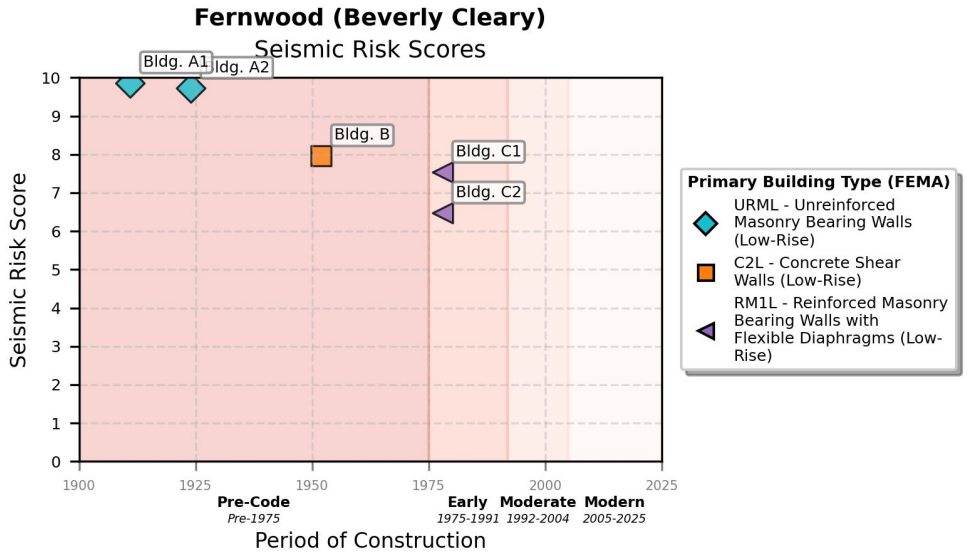
Targeted Retrofits

High Risk Scores for Building Parts and/or reducing localized collapse hazards from unreinforced masonry (URM) walls

(T) = Title 1A w/in last 5 yrs

Fernwood (Beverly Cleary) *Full Campus*





Construction
Summer 2027 through Summer 2028

Funding
2025 Bond
SRGP Submitted

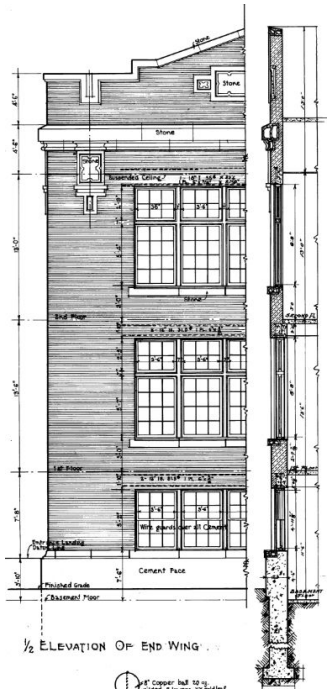
1920s Buildings

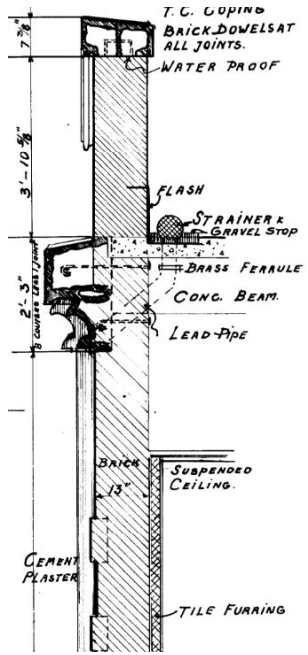
- Brick URM load-bearing walls
- Heavy concrete roof and floors with masonry formwork left in place
- Hollow clay tile partition walls between classrooms

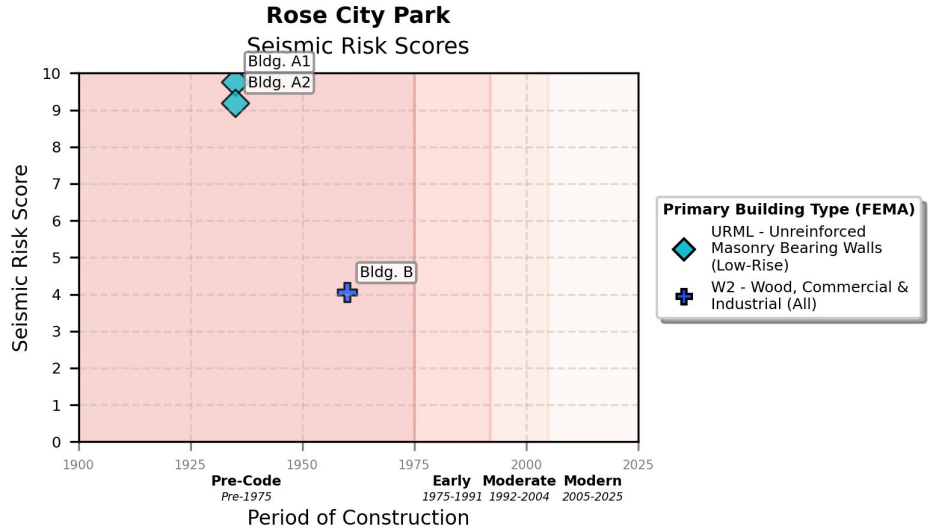
1970s Buildings

- Masonry walls need strengthening
- Pre-cast hollowcore flooring at classrooms need anchorage
- Wall to diaphragm connections need strengthening

Rose City Park *Full Campus*





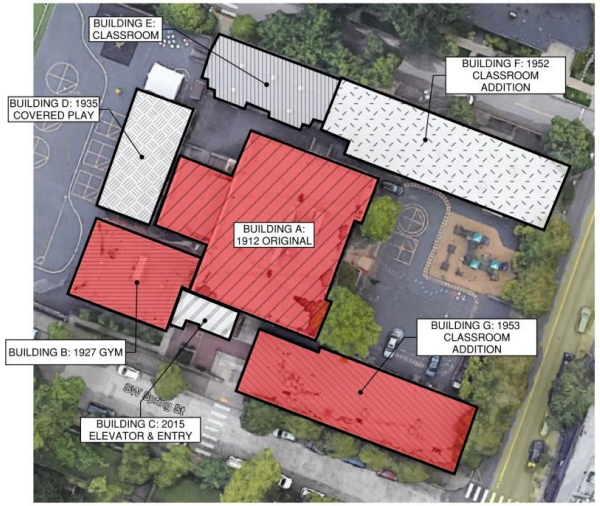


Construction
Summer 2028 through Summer 2029

Funding
2025 Bond
SRGP Candidate

- 1910s-20s construction with brick URM load-bearing walls
- 1935 school completion (phased starting late 1910s)
- Brick URM load-bearing walls
- Heavy concrete roof and floors
- Hollow clay tile partition walls between classrooms

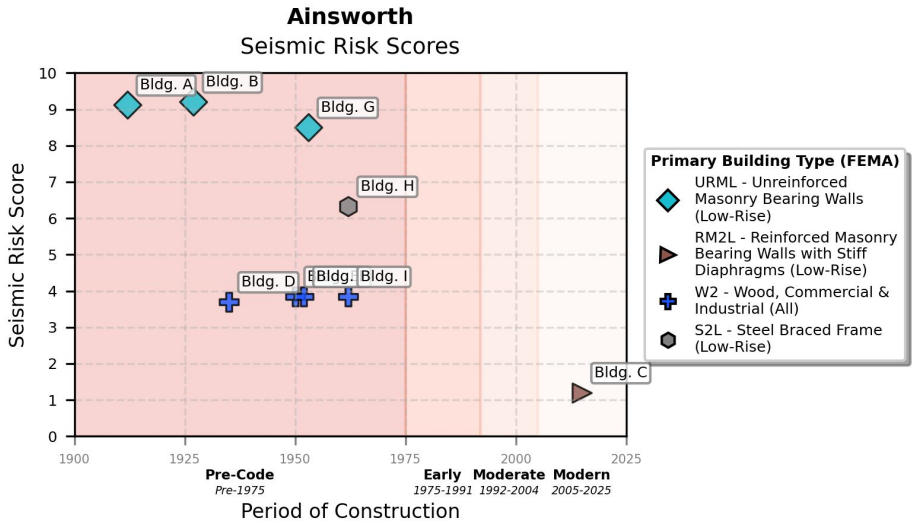
Ainsworth *Buildings B (Gym) and G (Classrooms)*



MAIN CAMPUS AT 2425 SW VISTA AVE.

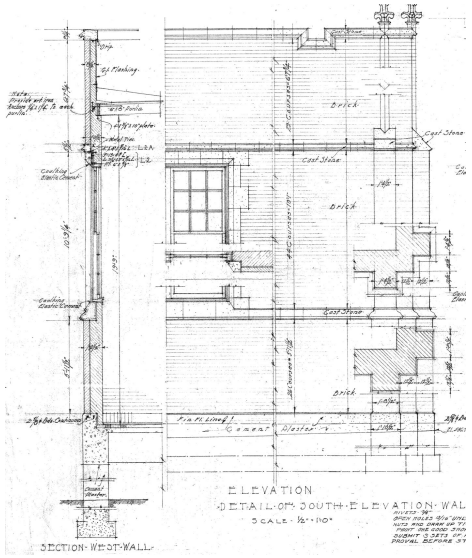
ANNEX SITE AT 2535 SW VISTA AVE.

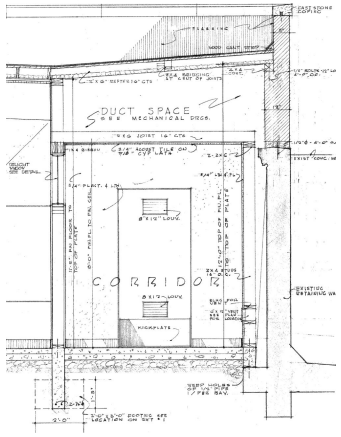
AREA OF URM



Construction
Summer 2027
&
Summer 2028

Funding
2025 Bond
SRGP Submitted





Building B (1927 Gym)

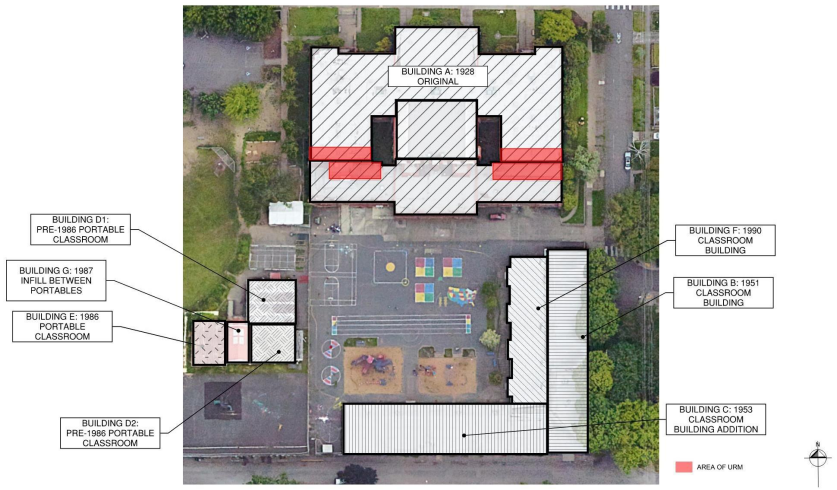
- Brick URM load-bearing
- High occupancy area (gym)

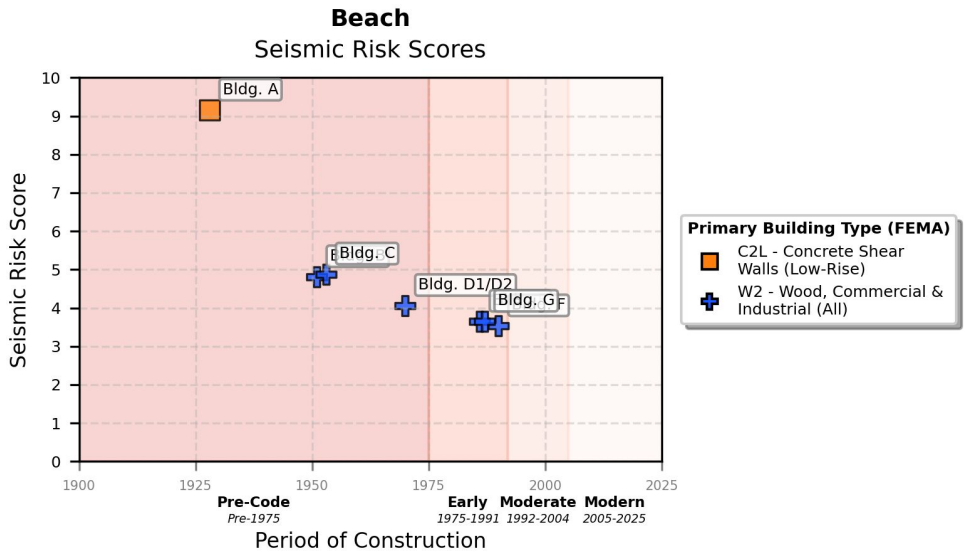
Building G (1953 Classrooms)

- Brick URM load-bearing walls

SRGP Grant Submission - able to separate from main building

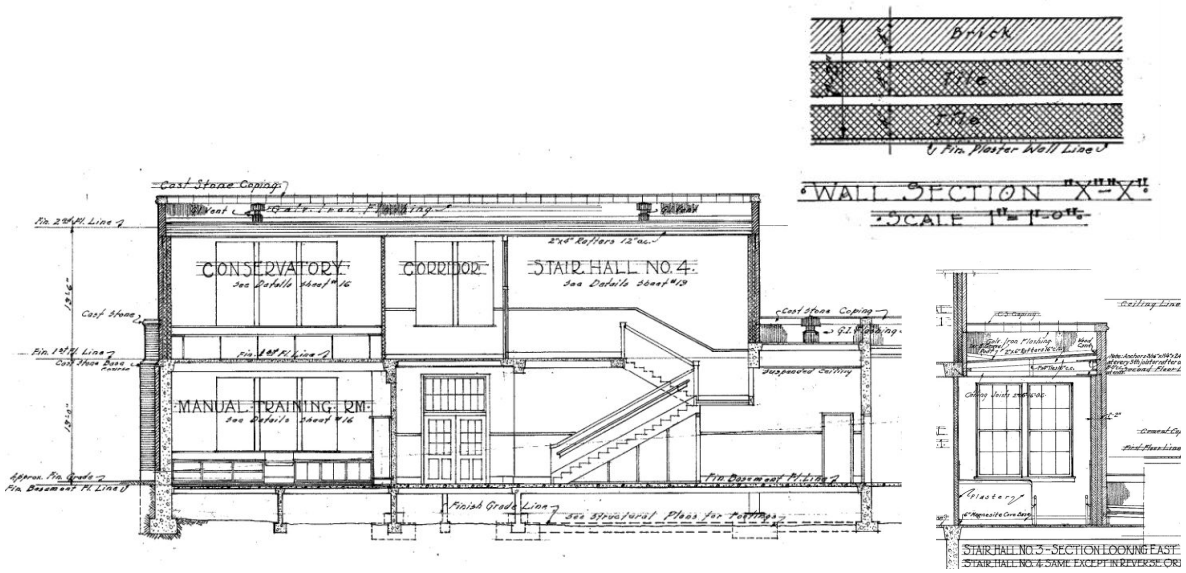
Beach *Building A - Walls at southern stairs*





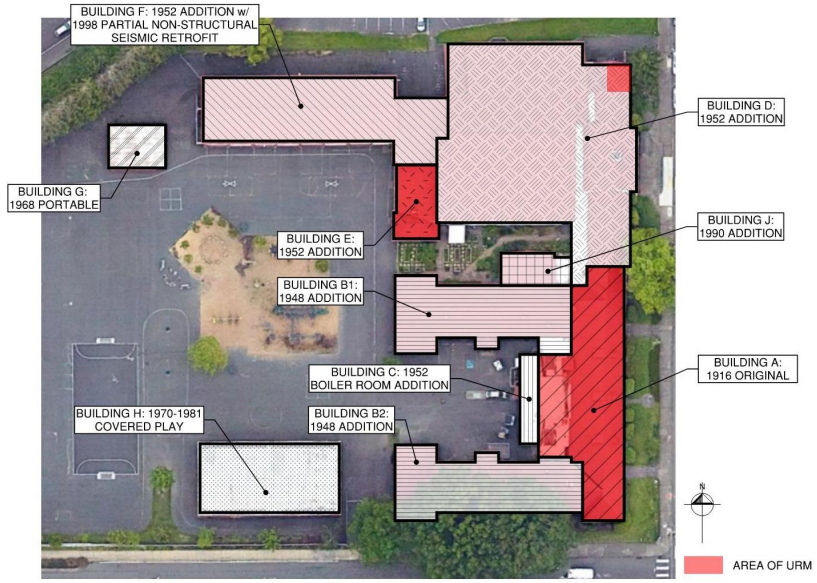
Construction
Summer 2027
&
Summer 2028

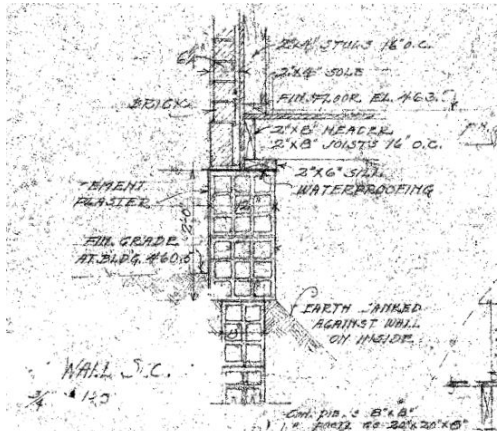
Funding
2025 Bond



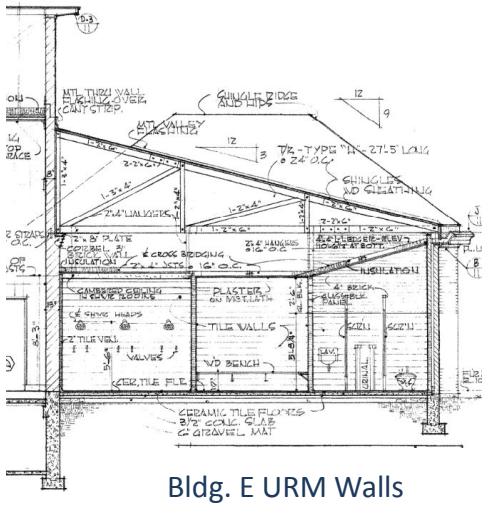
- 1920s construction, primarily concrete shear walls
- Load-bearing URM walls at southern egress stairwells

Capitol Hill *Buildings A, D, E, and F*

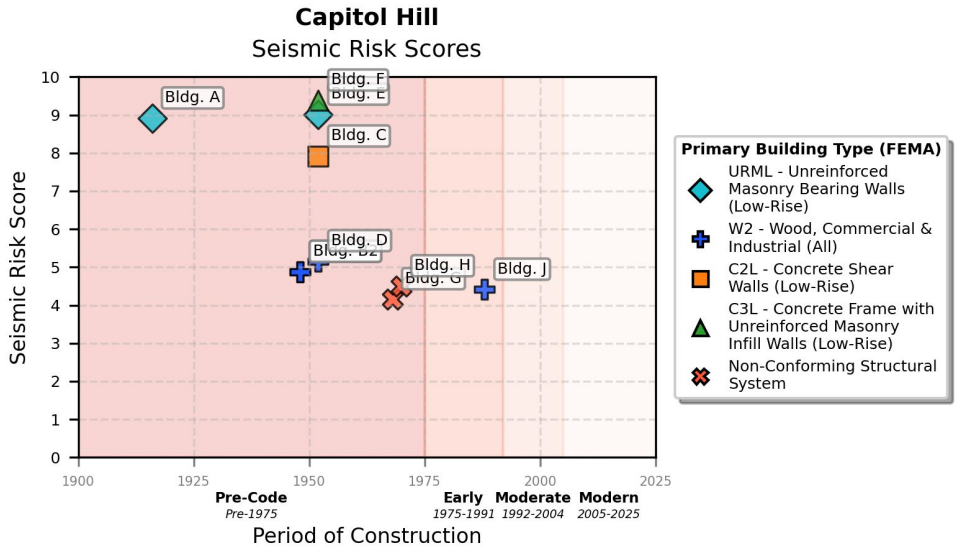




Bldg. A URM Foundation



Bldg. E URM Walls

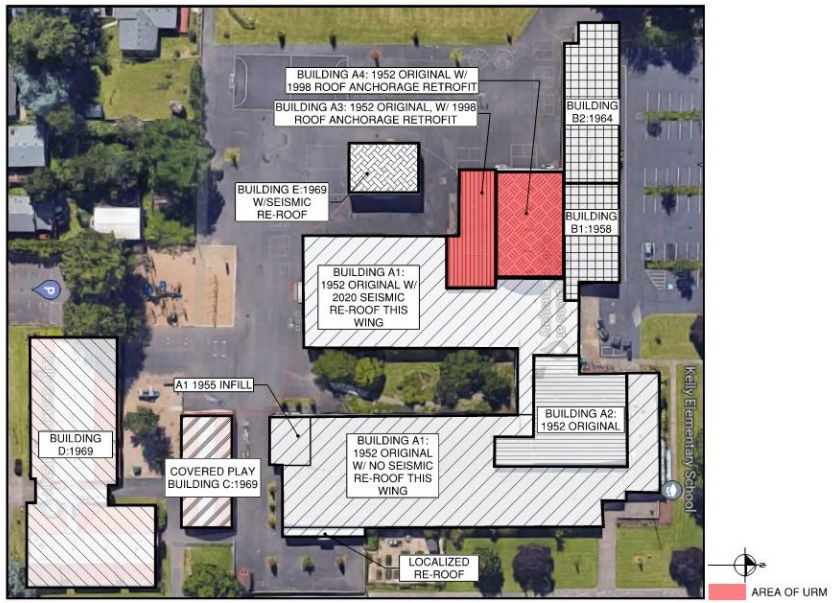


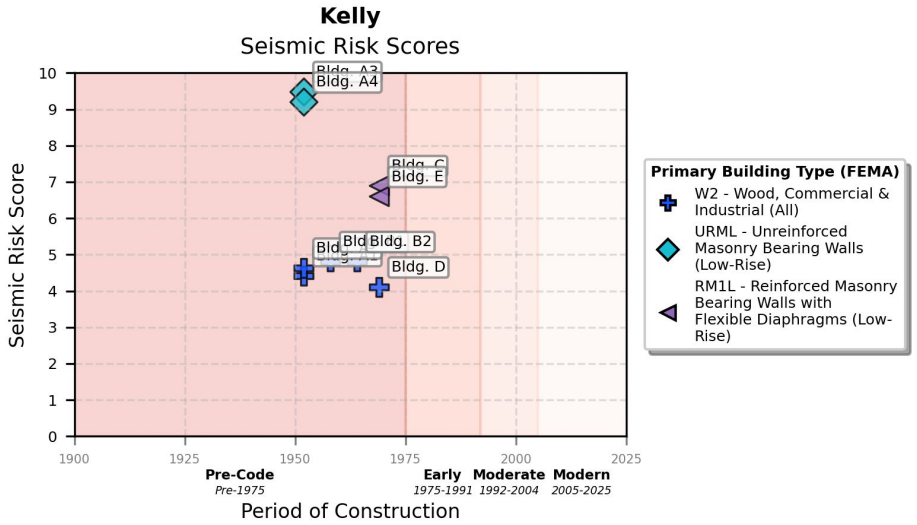
Construction
Summer 2027
&
Summer 2028

Funding
2025 Bond

- Building A is a 1916 wood-framed building bearing on a URM (Hollow Clay Tile) foundation
- Building D has URM at the entry (localized retrofit)
- Building E has loadbearing URM walls
- Building F has URM infill walls

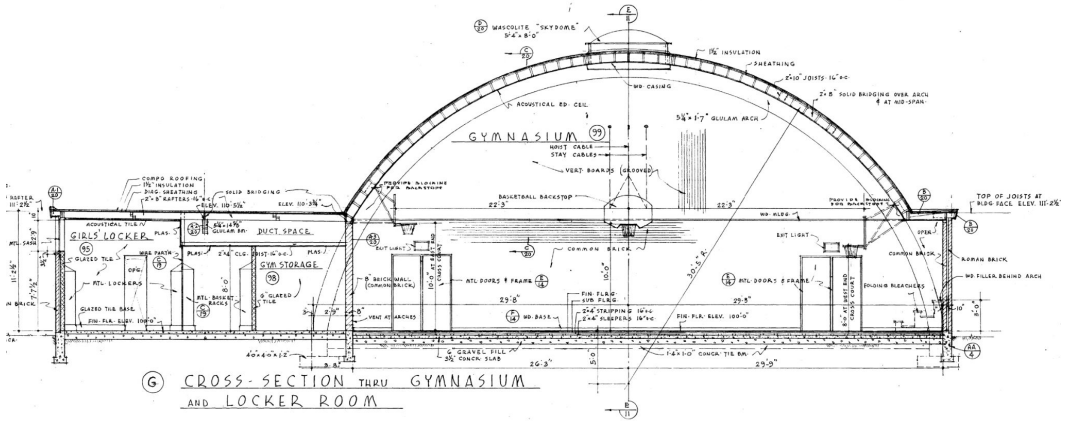
Kelly *Buildings A3 & A4 (Gym + Locker Room)*





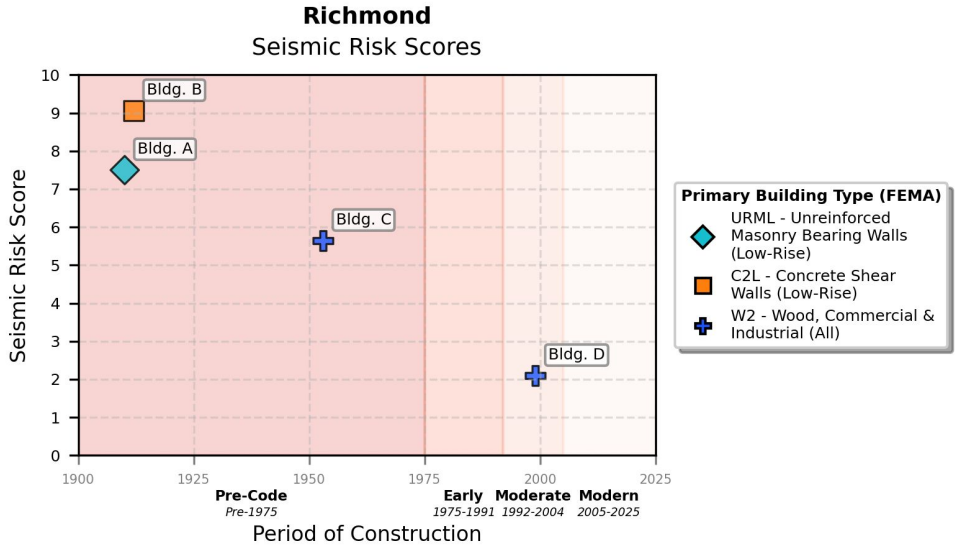
Construction
Summer 2027

Funding
2025 Bond



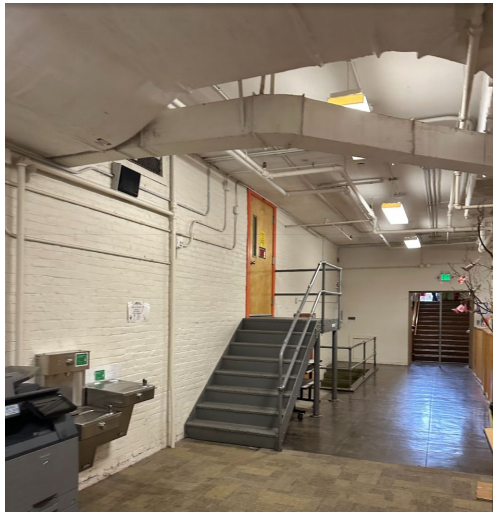
- 1950s construction with brick URM load-bearing perimeter shear walls
- High occupancy area (gym)

Richmond *Buildings A (URM Basement) and C (URM at Stage)*



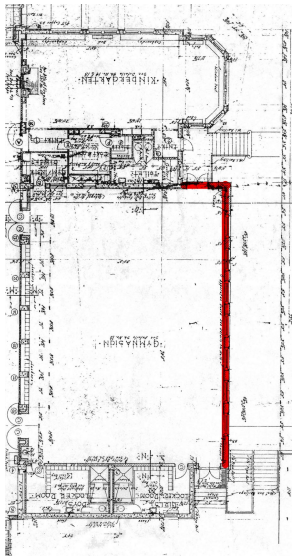
Construction
Summer 2027
&
Summer 2028

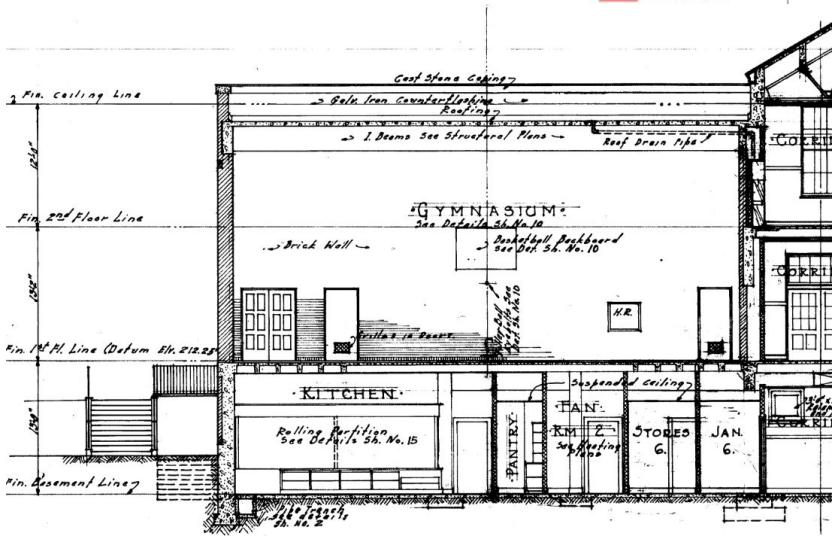
Funding
2025 Bond

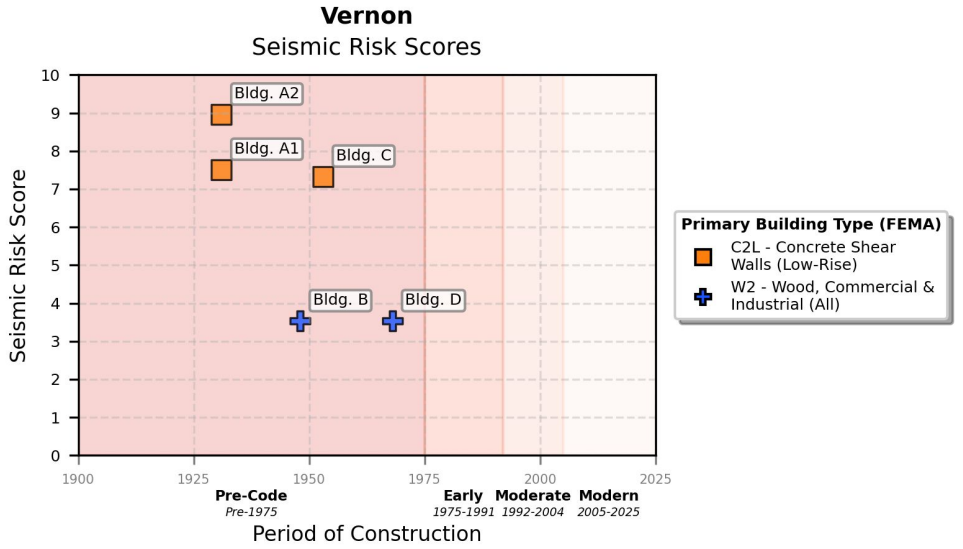


- Building A is a 1910 wood-framed building bearing on a URM first floor (no drawings)
- Building C has URM supporting the stage

Vernon *Building A2 - East Gym Wall*





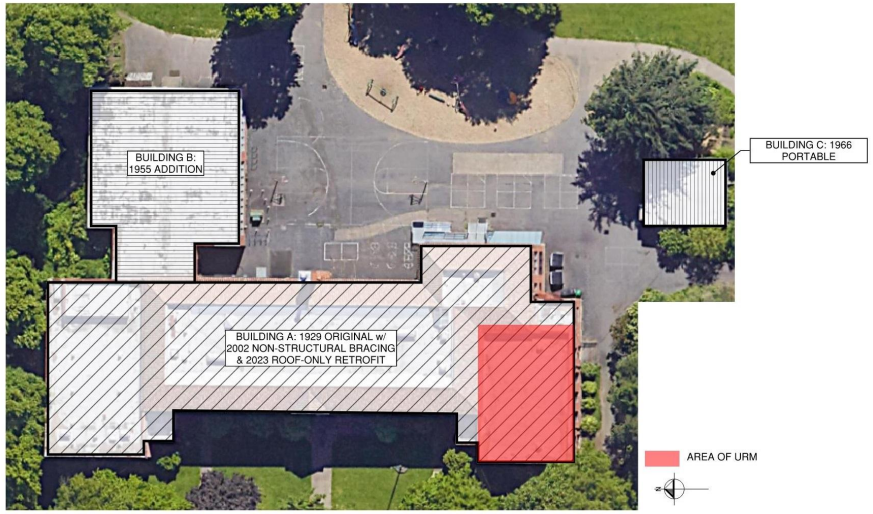


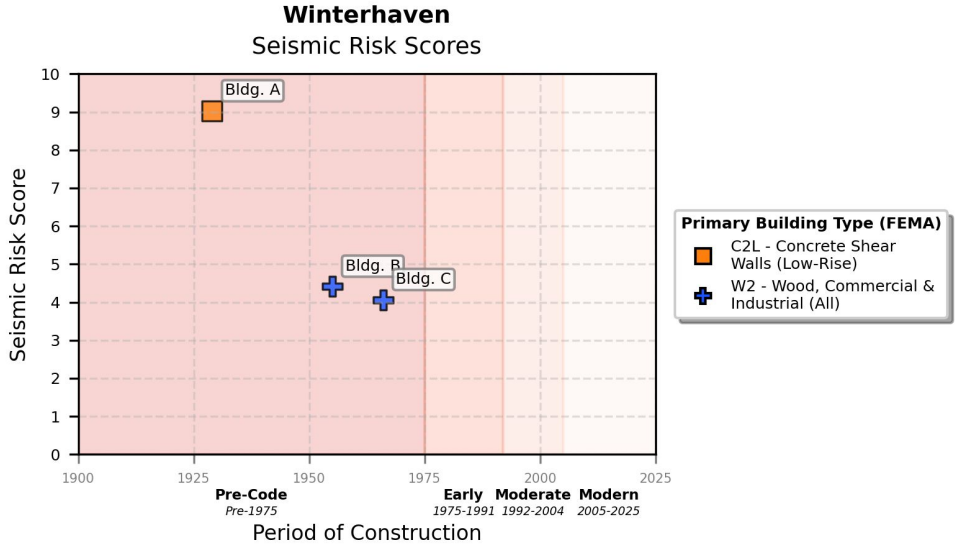
Construction
Summer 2026

Funding
2020 Bond

- Building A2 - East wall of gym is loadbearing URM
- URM wall piers are tall and skinny (aka weaker) because the wall has several windows
- Gym is a high occupancy area

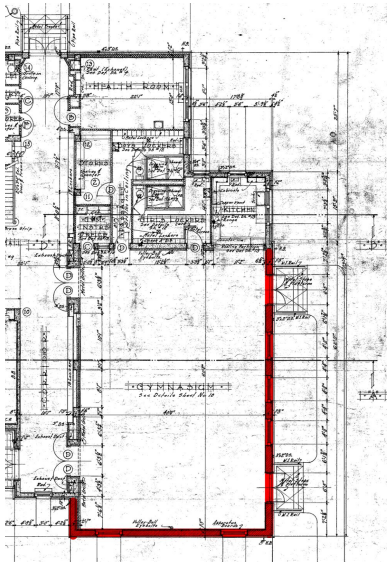
Winterhaven *Building A - South and West Gym Walls*

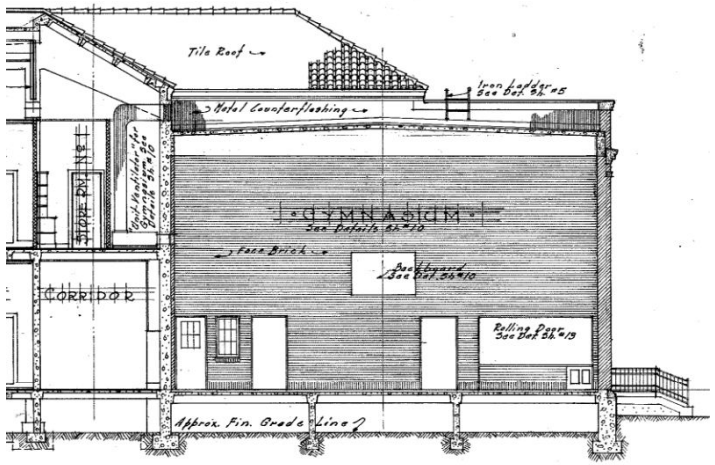




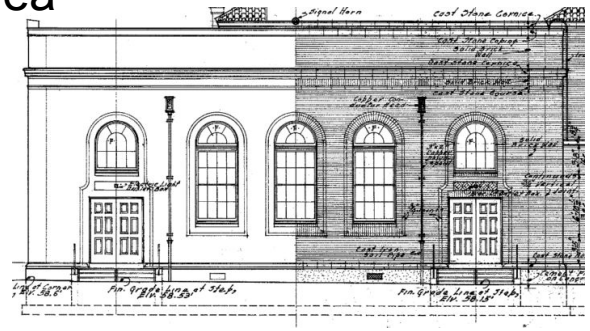
Construction
Summer 2026

Funding
2020 Bond

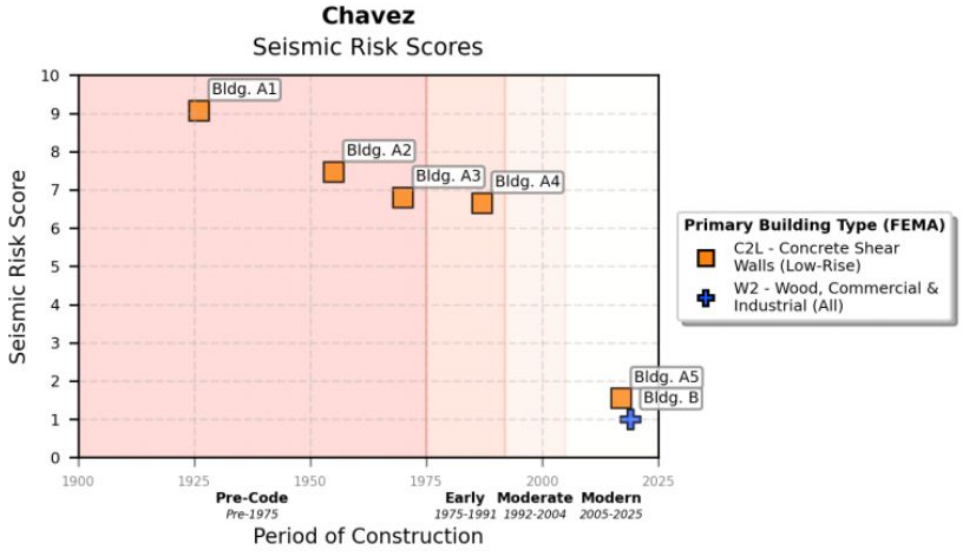




- 1920s construction, primarily concrete shear walls
- Load-bearing URM walls at south and west walls of gym with tall/slender piers
- Gym is a high-occupancy area

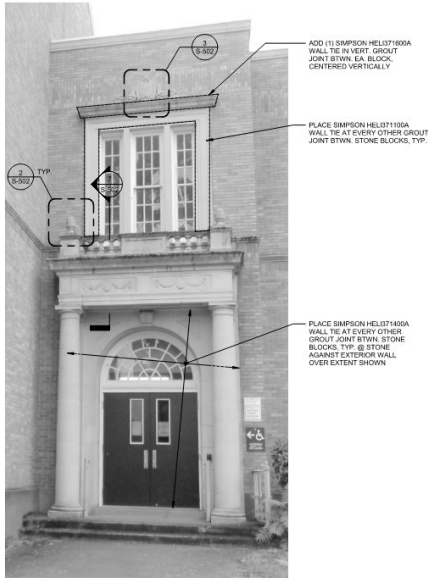


Chavez *Roof Seismic + Bracing @ Egress*

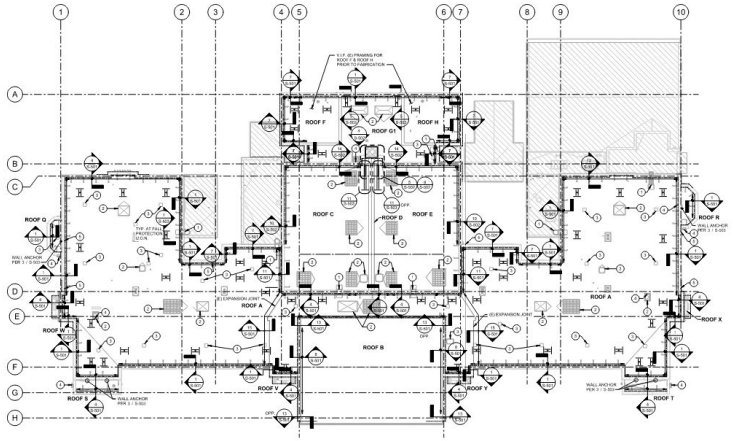


Construction
Summer 2026

Funding
2017 Bond

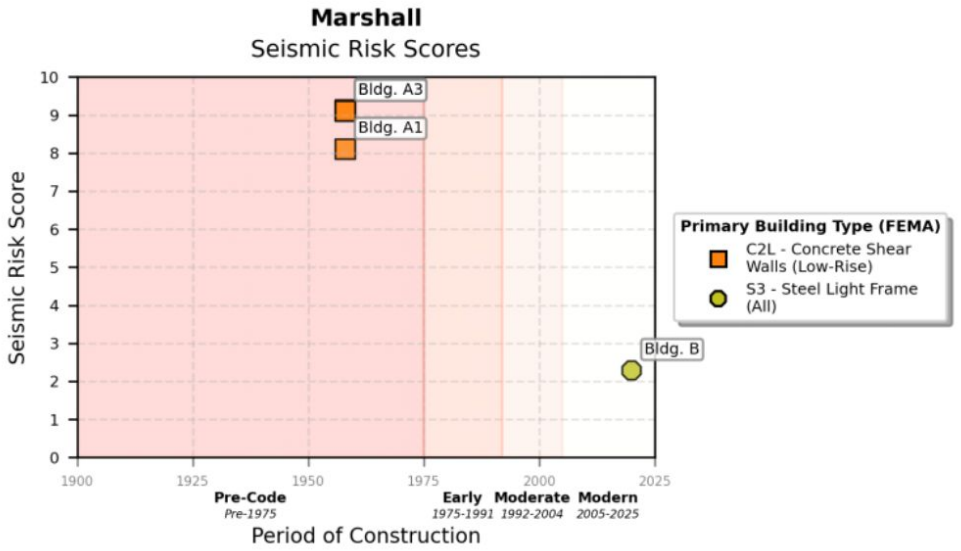


1 S-502 **STONEWORK ANCHORAGE AT ENTRY ELEVATION**
3/8" = 1'-0"



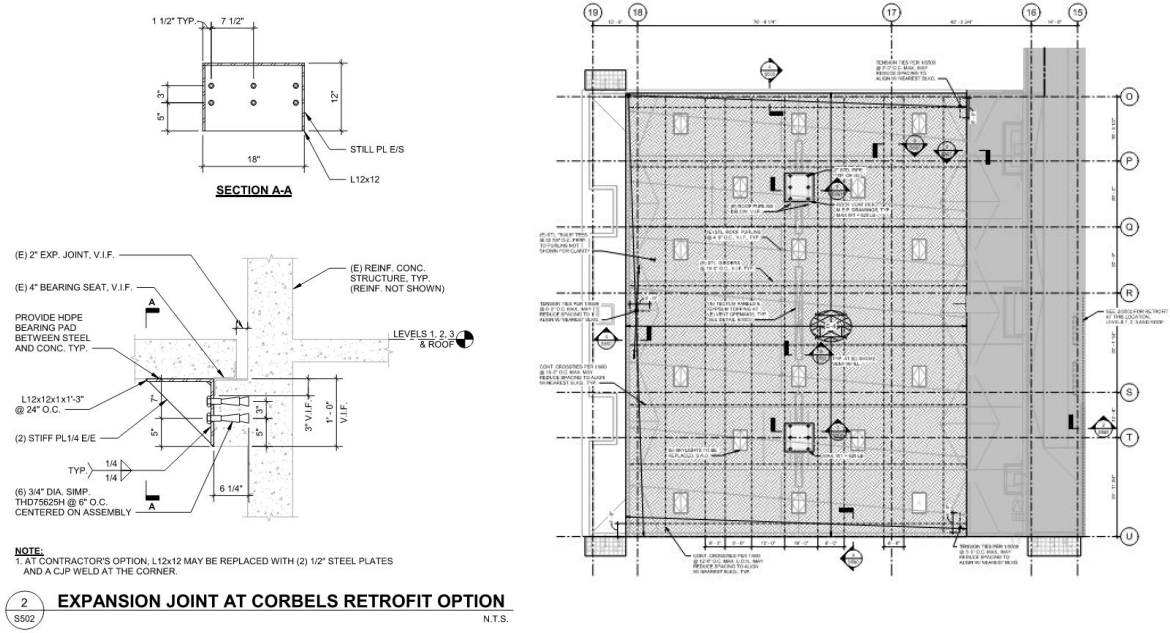
- 1920s construction, primarily concrete shear walls
- Roof-level seismic
- Brace/anchor brick veneer and heavy ornamentation over/around egress

Marshall *Roof Seismic + Corridor Retrofit*



Construction
Summer 2026

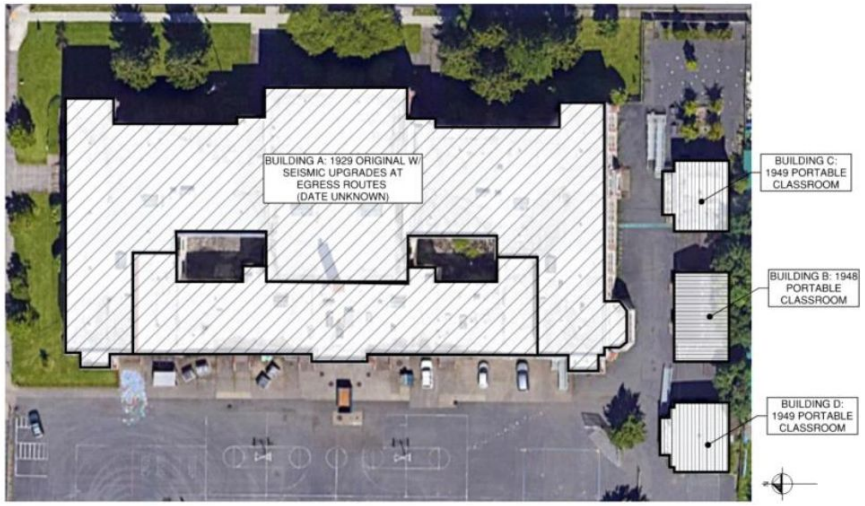
Funding
2017 Bond

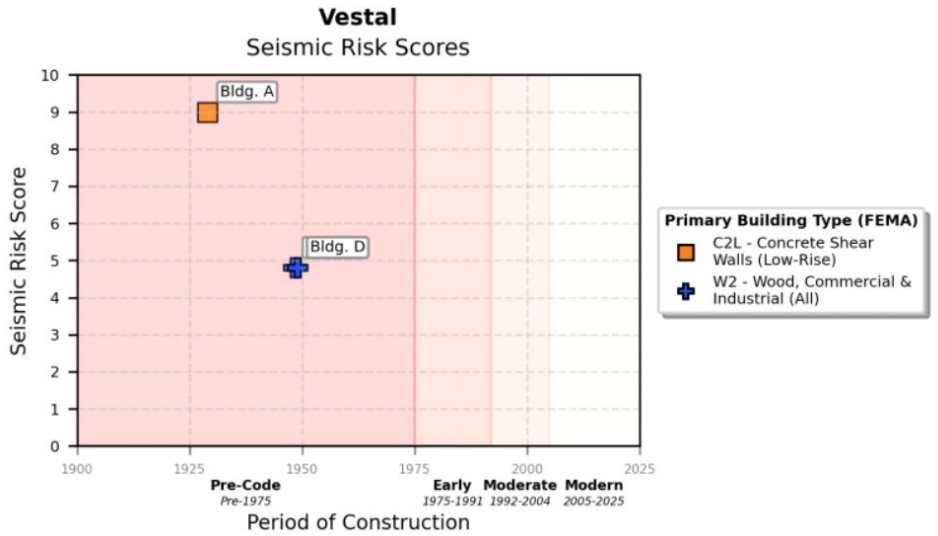


- 1950s concrete construction
- Roof-level seismic
- Retrofitting collapse hazard in corridor/egress at expansion joint, multiple floors

Vestal

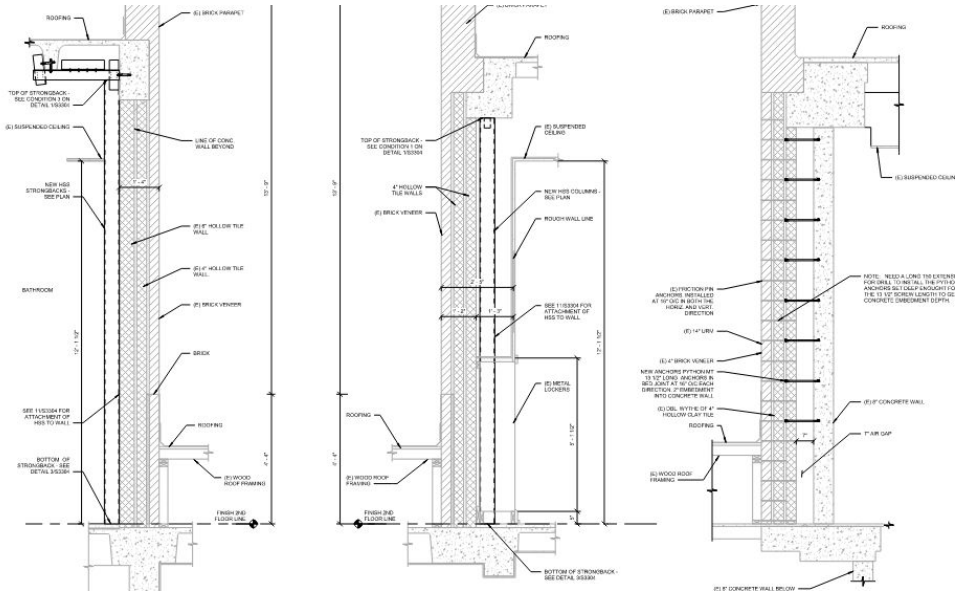
Roof Seismic + URM Load-bearing Retrofit





Construction
Summer 2026

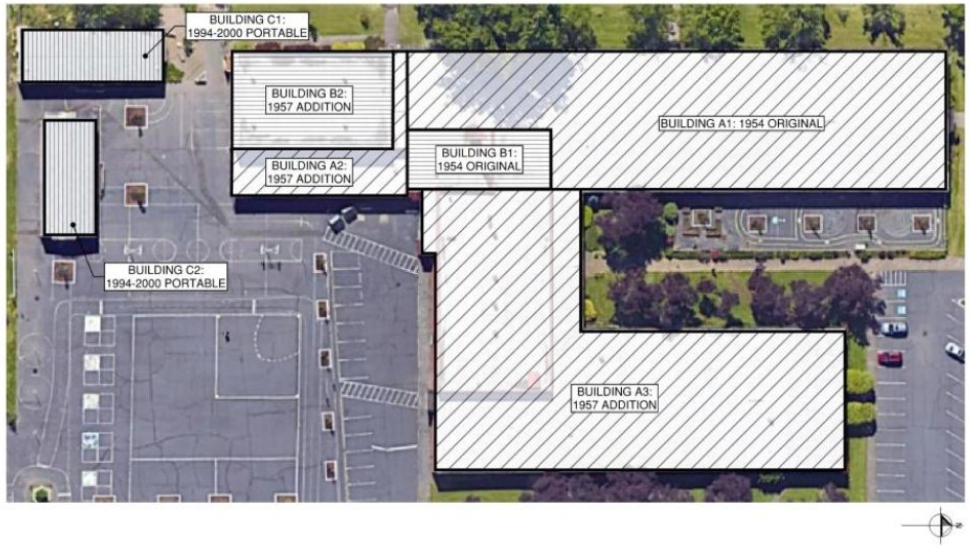
Funding
2017 Bond

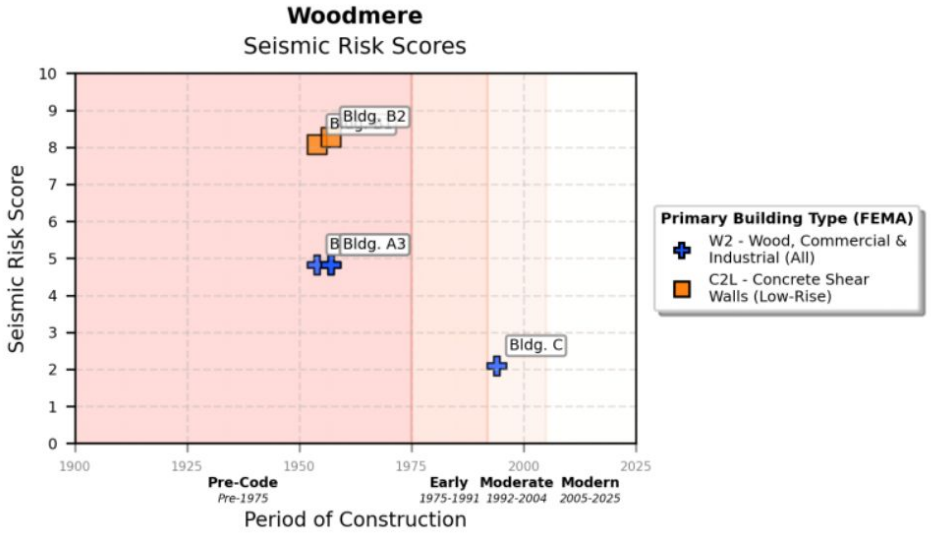


- 1920s construction, primarily concrete shear walls
- Roof-level seismic
- Retrofitting URM load bearing west wall
- Bracing 2nd level URM walls

Woodmere

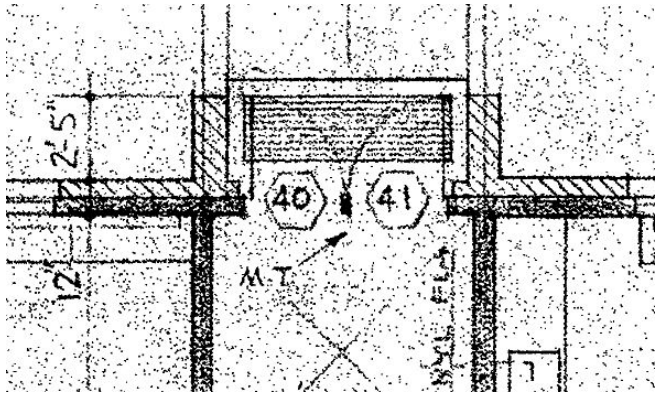
Roof Seismic + URM at Egress

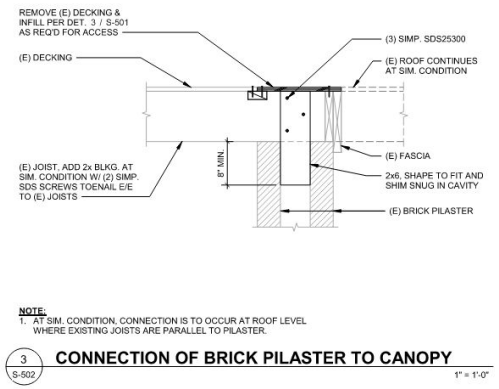




Construction
Summer 2026

Funding
2017 Bond





- 1950s wood framed/concrete shear wall
- Roof-level seismic
- Retrofitting masonry pilasters at 5 entries

Next Steps

- Approval of Seismic Design Contracts Current Board Meeting and Future
- 2027 Construction Projects will go out to Bid at the earliest December 2026
- Progress additional studies for future seismic projects

Questions?

Growing Great Schools

Board Update

PORTLAND
Public Schools

March 10, 2026

TOGETHER, WE RISE

WITH EXCELLENCE. WITH PURPOSE.

Growing Great Schools - Rightsizing

Board Update - March 10, 2026

Learning Targets and Success Criteria

Learning Targets

- I am locating where we are in three phases of the Growing Great Schools Project.
- I am learning about the rightsizing process and how it connects to the broader School Planning strategy.

Success Criteria

- I can identify the next steps in the proposed timeline and how it connects to annual processes such budget and staffing
- I can connect the upcoming rightsizing, academic programming, and school planning process across the district.

Growing Great Schools: 3 Phases

PHASE I

Enrollment Campaign

PHASE II

Jefferson Dual Assignment

PHASE III

School Rightsizing

Growing Great Schools: Rightsizing

IMPLEMENT

EXPLORATION

DECIDE & COMMIT

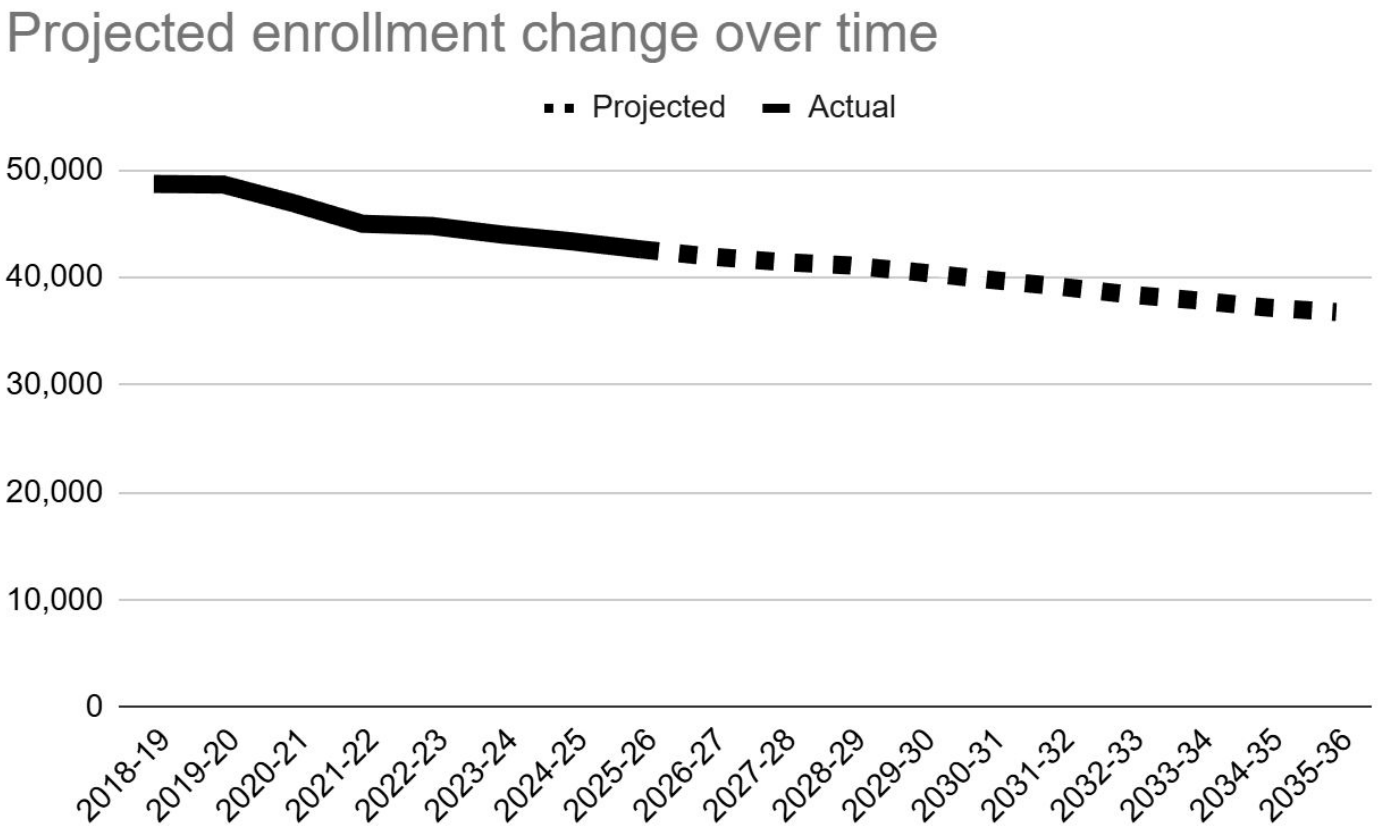
PLAN & INITIATE

STUDY & RECOMMEND

ENGAGE & DEVELOP

Data Trends & Drivers

Current & Future Enrollment



Enrollment Change

2018-19 to 2025-26

⬇12%

Forecasted Enrollment Change

2025-26 to 2035-36

⬇12%

Enrollment: Median and Range

As of October 2025	# of Schools or Pgms	Median Enrollment	Range
K-5	45	269	560 - 160 = 400
K-8	11	446	610 - 207 = 403
Middle	15	447	689 - 358 = 331
Alternative	3	275	324 - 217 = 107

Growing Great Schools: Rightsizing

Fall 2025

EXPLORATION

I. Review Outcomes from Southeast Guiding Coalition
II. Compile current state data
III. Deepen understanding of best practices and lessons learned

Winter 2025-2026

PLAN & INITIATE

I. Develop Timeline & Plans
II. Form Advisory Committee
III. Finish Current State Analysis

Spring - Summer 2026

ENGAGE & DEVELOP

I. Develop Framework (Criteria, Decisions, etc.)
II. Scenario Development
III. Initial Engagement on Scenarios

Fall 2026

STUDY & RECOMMEND

I. Continue Stakeholder Engagement
II. Study Feedback
III. Superintendent Recommendation

Late Fall 2026

DECIDE & COMMIT

I. Superintendent Recommends Board Action
II. Board Vote

Early Winter 2027 - Fall 2027

IMPLEMENT

I. Complete staffing
II. Support School Communities Through Transition
III. Launch New School Year

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Early Winter 2027 - Fall 2027

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Fall 2026

Late Fall 2026

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Early Winter 2027 - Fall 2027

Growing Great Schools: Rightsizing

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Fall 2025

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Winter 2025-2026

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III. Initial Engagement on Scenarios

Spring - Summer 2026

STUDY & RECOMMEND

I. Continue Stakeholder Engagement
II. Study Feedback
III. Superintendent Recommendation

Fall 2026

DECIDE & COMMIT

I. Superintendent Recommends Board Action
II. Board Vote

Late Fall 2026

IMPLEMENT

I. Complete staffing
II. Support School Communities Through Transition
III. Launch New School Year

Early Winter 2027 - Fall 2027

Growing Great Schools: Rightsizing

Fall 2025

EXPLORATION

I. Review Outcomes from Southeast Guiding Coalition
II. Compile current state data
III. Deepen understanding of best practices and lessons learned

Winter 2025-2026

PLAN & INITIATE

I. Develop Timeline & Plans
II. Form Advisory Committee
III. Finish Current State Analysis

Spring - Summer 2026

ENGAGE & DEVELOP

I. Develop Framework (Criteria, Decisions, etc.)
II. Scenario Development
III. Initial Engagement on Scenarios

Fall 2026

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IMPLEMENT

I. Complete staffing
II. Support School Communities Through Transition
III. Launch New School Year

Proposed Rightsizing Timeline

January - March

Plan + Initiate

- ➔ Review and analyze student and staff outcomes from Southeast Guiding Coalition
- ➔ Compile current state information

April - June

Engage + Develop

- ➔ Lessons from SEGC Review
- ➔ Develop criteria + framework
- ➔ Launch advisory committee
- ➔ Outline phases and scope

July - September

Engage + Develop

- ➔ Scenario development
- ➔ Stakeholder engagement and feedback
- ➔ Public engagement

October - December

Study + Recommend

- ➔ Analyze scenarios + feedback
- ➔ Develop recommendation
- ➔ Share recommendation November 2026
- ➔ **Vote December 2026**

Lessons Learned

PPS Historical Processes

Common Through Lines:

- Values outlined to guide the processes have been fairly consistent: **Equity** in process and outcomes, **Access** to equitable and effective programs, **Facilities** that provide appropriate environment for effective programs
- **Common core academic programs** across the system

Opportunities or Areas to Explore:

- Share impact of decision with community, **have not consistently reviewed effectiveness of implementation** (e.g. follow up on SEGC implementation)
- **Focus on the academic program and support for students** - evidence that they are present and who accesses them

Growing Great Schools: Rightsizing

- What is the timeline and process you want to follow for resolution development?
- What process do you want to follow for public engagement?
- What is the general scope of work for the review?

Growing Great Schools: Rightsizing

What is the timeline and process you want to follow for resolution development?

Southeast Enrollment and Program Balancing

Purpose: Access to equitable programming

- Board reviewed scope of work over a series of meetings and set the scope in Resolution 6059.
- Phased approach.
- Phase 2 Scope Resolution 6315.

Sunsetting Jefferson Dual Assignment

Purpose: Access to equitable programming

- As part of the modernization comprehensive plan.
- Resolution 6627 December 2022.

Example of Factors to Consider

In Jefferson is Rising

Student Assignment Policy - 04.10.045

Factors to Consider:

A. A feeder pattern that allows as many students as possible to continue together from one school level to the next
B. Student body demographics
C. Compact boundaries that promote safer routes to schools and a sense of community as well as recognize and address natural and human-made barriers
D. Optimal use of existing facilities
E. Program and enrollment stability in the surrounding schools
F. Limiting the impact of boundary changes to the smallest number of students possible

Proposed Board Engagement

January - March

Plan + Initiate

- Board Meeting 03.10.26
- Teaching, Learning and Enrollment (TLE) 03.12.26
- Board Work Session 03.31.26

April - June

Engage + Develop

- Board Meeting 04.14.26
- Board Listening Session April
- TLE 05.14.26, 06.11.26
- Board Vote of Scope May 2026

July - September

Engage + Develop

- Board Meeting July
- Board Work Session August
- Board Meeting September

October - December

Study + Recommend

- TLE October
- Share Rec. November
- Board Listening Session November
- Board Work Session
- **Vote December 2026**

What process do you want to follow for public engagement?

Growing Great Schools: Rightsizing

What is the general scope of work for the review?

Southeast Enrollment and Program Balancing

Purpose: Access to equitable programming

- Across 21 K5, K8 and middle schools in southwest Portland.
- Boundaries, grade reconfiguration and program location.
- Length two years.

Sunsetting Jefferson Dual Assignment

Purpose: Access to equitable programming

- Across four high schools in North/Northeast Portland.
- Boundaries and change from focus option school to neighborhood.
- Length seven months.

TOGETHER, WE RISE

WITH **EXCELLENCE.** WITH **PURPOSE.**

Q&A

Board of Education
Budget Update

PORTLAND
Public Schools

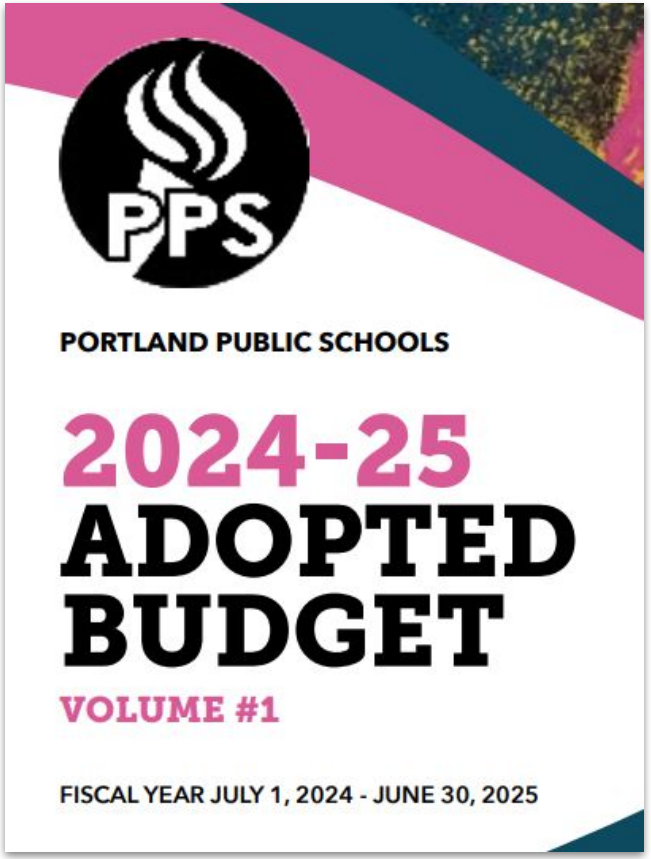
March 10, 2026

Agenda

- Review 2024-25 Budget Message
- Use of Fund Balance and ESSER Funds
- Current State
- Next Steps

Review 2024-25 Projections (4/24/2024 Mtg)

- Newly implemented Contracts implemented fall of 2023 (retro to prior year)
- $30 million Reductions required
- Planned use of fund balance
- Operations formerly supported by ESSER Funds
- Shared by Supt. Sandy Husk and Interim CFO Myong Leigh



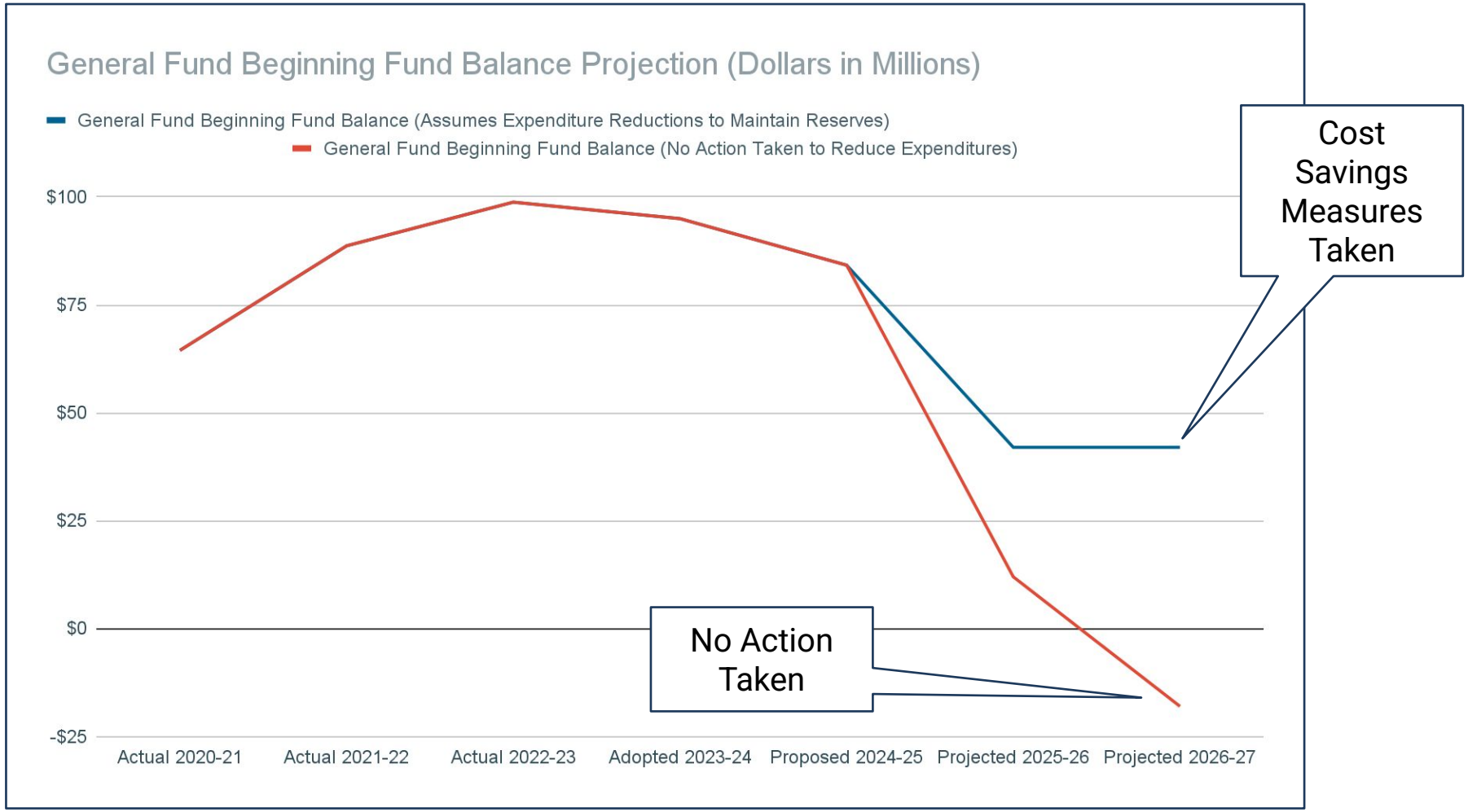
24-25 School-Based + Central FTE Reductions

Staff Type	FTE	Savings (in millions)
Licensed Educators	**113.6**	**$15.2**
Non-licensed Staff	**76.8**	**$9.2**
Administrators	**13.9**	**$2.9**
Total FTE	**204.3**	**$27.3**
Purchased Services and Supplies	**N/A**	**$2.6**
Total	**204.3**	**$29.9**

See notes from prior pages.

24-25 General Fund: Projected Reserves

- Cost savings measures are needed to maintain minimum (5%) reserve levels required by Board policy
- Otherwise, reserves would be depleted by 2025-26



Reserves: A Household Example

	Year 1 2023-24	Year 2 2024-25	Year 3 2025-26
Savings - Start of Year	$10,000 (10%)	$7,000 (7%)	$5,000 (5%)
Annual Income (+)	$100,000	$100,000	$100,000
Annual Expenses (-)	$103,000	$102,000	$100,000
Savings - End of Year	$7,000	$5,000	$5,000

24-25 Multi-Year Forecasts ($ millions)

2023-24: $84.2M ending balance estimate reflects: latest SSF revenue adjustments, mid-year cost savings and ESSER spend-down.

2024-25: Proposed budget reflects $30M of reductions and using $41.5M in reserves, ending slightly above 5% per Board policy.

2025-26: $40M+ in additional revenues and/or cost reductions will be needed to maintain a 5% reserve.

	Estimated 2023-24	Proposed 2024-25	Projected 2025-26
Beginning Balance	$105.5	$84.2	$42.7
Total Revenue (+)	$749.7	$768.9	$785.1
Total Expenses (-)	$771.0	$810.4	$826.6
Net (Revenue - Expenses)	-$21.3	-$41.5	-$41.6
Tap / Use Reserves	$21.3	$41.5	$1.1
Gap Closing Needed	***N/A***	***N/A***	***$40.3***
Projected Ending Balance	$84.2	$42.7	$41.5*

*** 5% minimum threshold per Board policy**

Review 2025-26 Budget Assumptions

"Bridging the Gap: Contingencies and Risks"

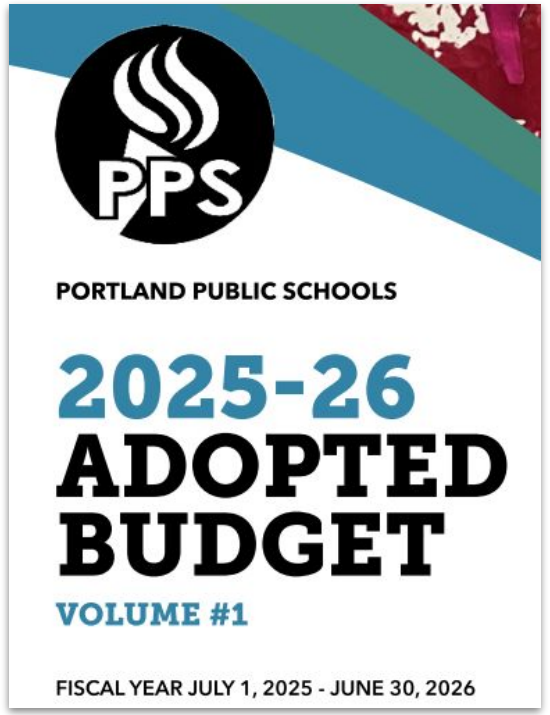
(April 22, 2025 Budget Proposal)

Given the significant budget gap we are facing, it may be necessary to:

- ➔ Maintain a minimal General Fund reserve
- ➔ Draw from the PERS Stabilization Fund (Fund 225)
- ➔ Implement spending restrictions
- ➔ Restrict Central Office hiring

To shield schools from the impacts of reductions as much as possible, we are willing to take these risks.

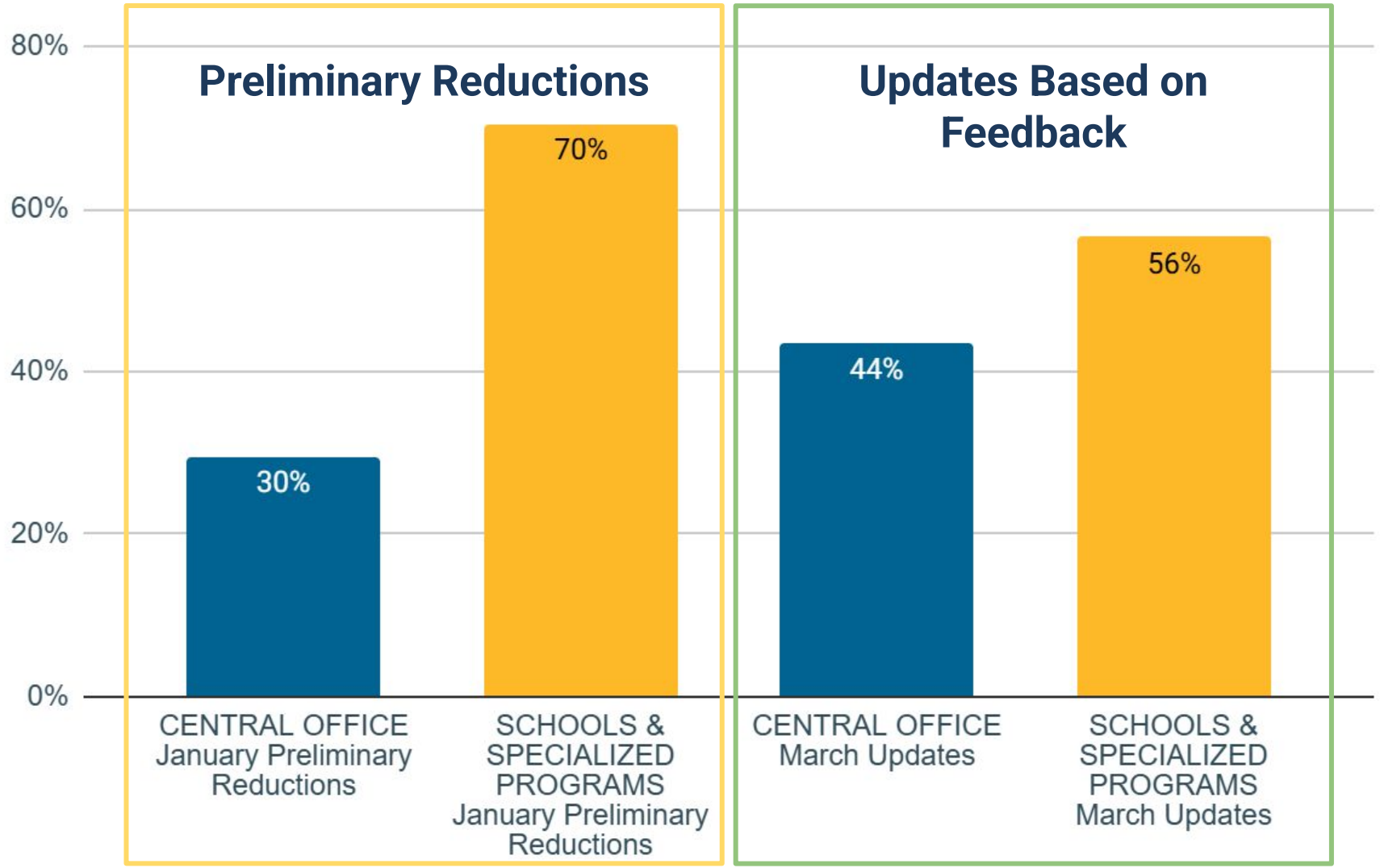
The budget is a *plan*, if our situation changes, this plan would also change.



4/22/2025 Board Meeting Video Link

2025-26 Proposed Reductions As of March 2025

TOGETHER, WE RISE

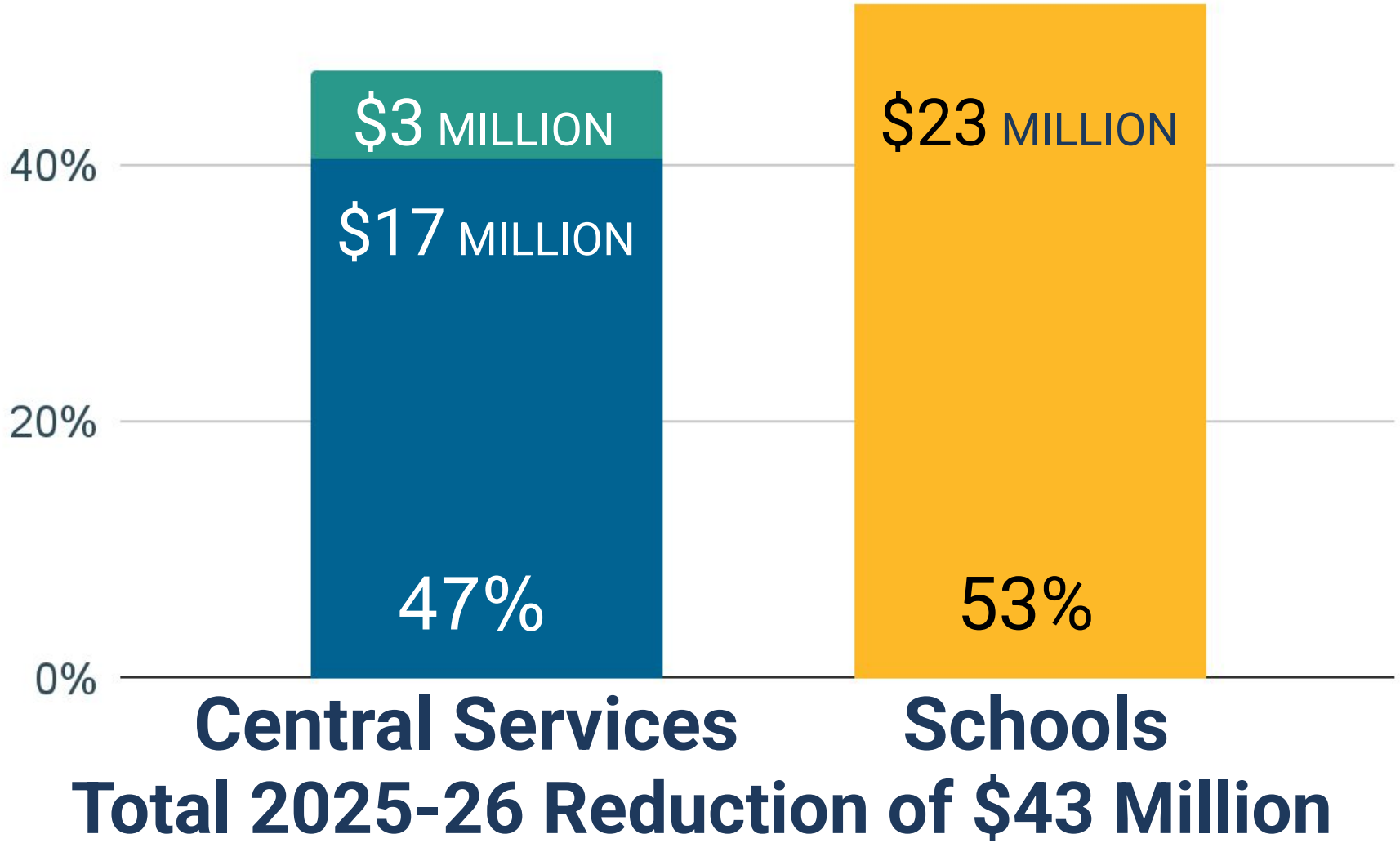


TOTAL ESTIMATED REDUCTION $40 MILLION

DRAFT: Estimates are preliminary.

25-26 Planning for the Future

TOGETHER, WE RISE

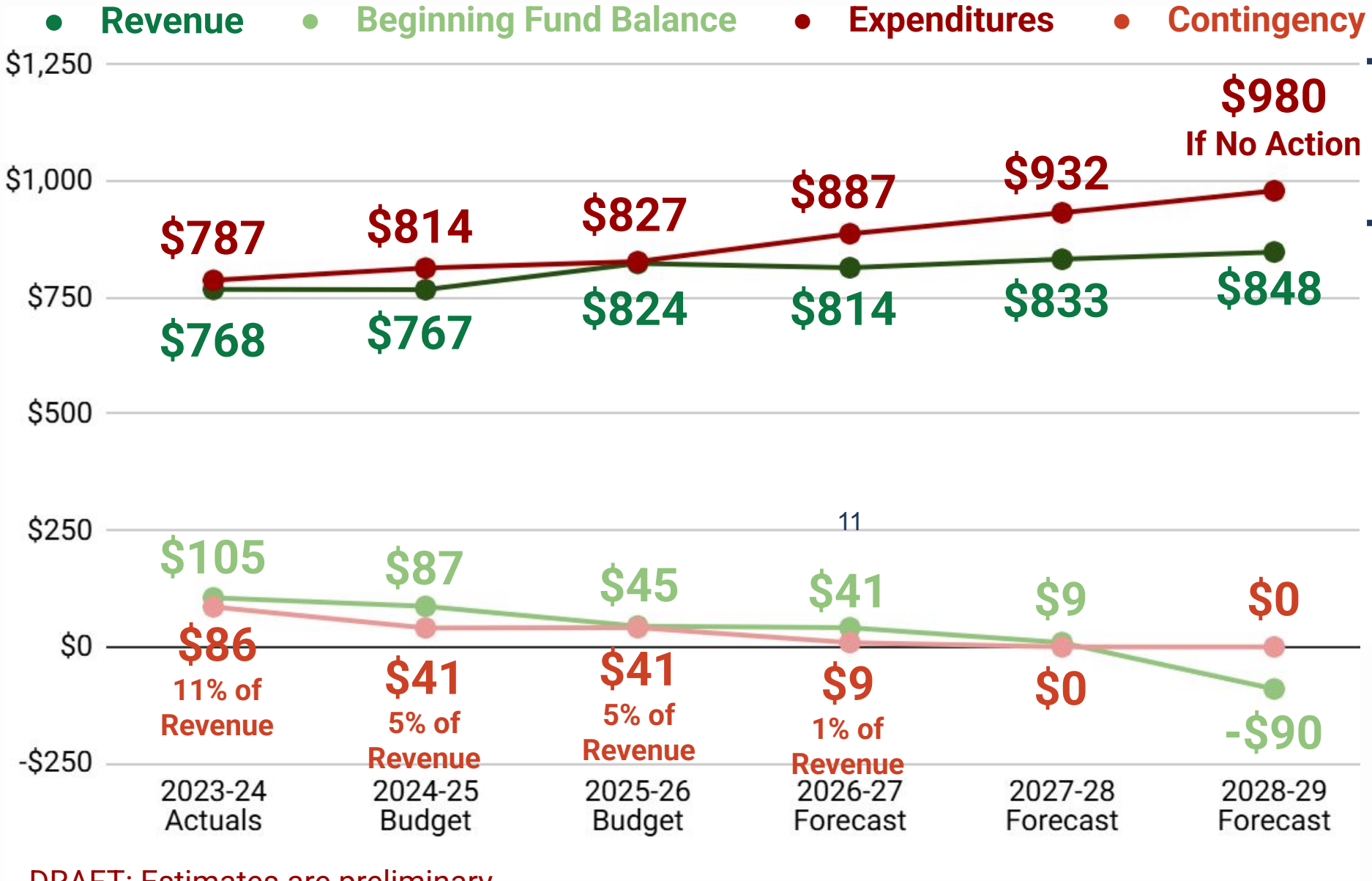


Total 2025-26 Reduction of $43 Million

- ➔ $3 Million in Additional Central Office Reductions to Lessen Impact in 2026-27
- ➔ 2026-27 Reductions Estimated at $32 Million

DRAFT: Estimates are preliminary.

2025-26 Projected General Fund (In Millions)



- Expenses are increasing while revenue declines.
- If no action Is taken, reserves are depleted and the budget deficit will compound every year.

DRAFT: Estimates are preliminary.

25-26 Proposed Reductions

TOGETHER, WE RISE

Category	Description	Projected Savings	Position Change
Central Office	Classified Staff	900,000	7
	Senior Leadership Staff	1,500,000	6
	Licensed Staff	600,000	4
	Non-Represented Staff	400,000	3
	Administrator	400,000	2
	Grant Program Ending (Match Requirements)	700,000	1
	Central Office Travel	200,000	0
	Facilities Services Reduction	200,000	0
	Let's Talk Contract	100,000	0
	Non-Personnel	800,000	0
	Personal Services (Contracts)	3,400,000	0
	Professional Development (Reduce Four Teacher Professional Learning Days)	2,200,000	0
	Racial Equity & Social Justice Partnership Contracts 5% Reduction	400,000	0
	Security (Reduce Campus Safety Associate Overtime)	300,000	0
	Transportation - Limit Charter Bus Use	100,000	0
	Central Office Total	**$12,200,000**	**23**

DRAFT

25-26 Proposed Reductions

TOGETHER, WE RISE

Category	Description	Projected Savings	Position Change
Elementary School	Kindergarten Educational Assistants at class size of 20 in Title I schools only (Classified Staff Reduction) (39% reduction)	1,200,000	18
	Licensed and Classified Staff Reduction Due to Enrollment Decline	800,000	6
	Reduce K-5 International Baccalaureate Programming	500,000	3
	Elementary School Total	**$2,500,000**	**27**

Category	Description	Projected Savings	Position Change
High School	High School Staffing Formula Increase By One Student	2,800,000	20
	Discontinue High School "Targeted School Improvement" Staffing Allocation	2,100,000	15
	High School Total	**$4,900,000**	**35**

Category	Description	Projected Savings	Position Change
K-8 School	Licensed and Classified Staff Reduction Due to Enrollment Decline	1,200,000	8
	K-8 School Total	**$1,200,000**	**8**

DRAFT

25-26 Proposed Reductions

TOGETHER, WE RISE

Category	Description	Projected Savings	Position Change
Middle School	Remove Dual Language Immersion Supplemental Staffing	1,400,000	10
	Reduce Title I Supplemental Staffing	800,000	6
	Licensed and Classified Staff Reduction Due to Enrollment Decline	200,000	1
	Middle School Total	**$2,400,000**	**17**

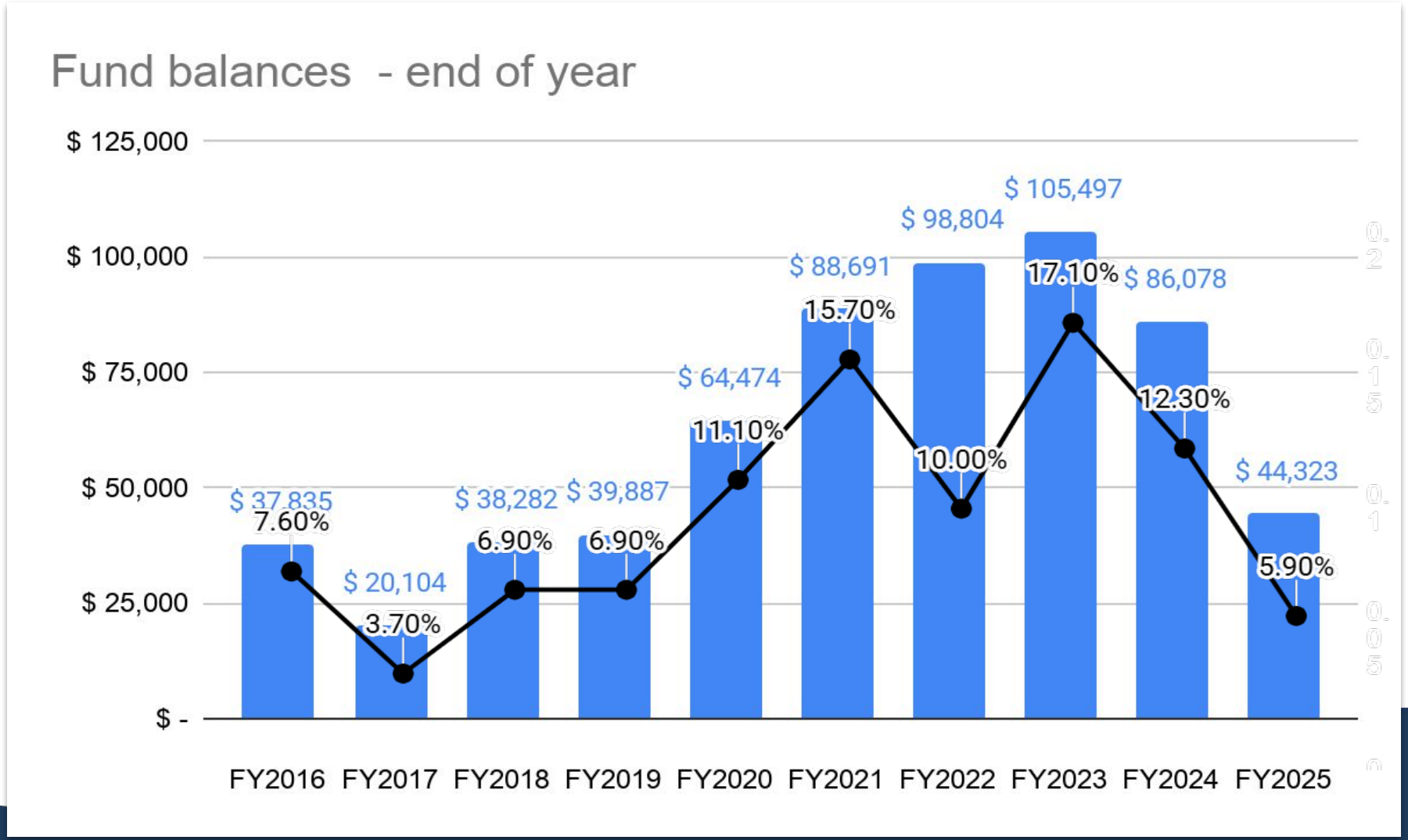
Category	Description	Projected Savings	Position Change
Multiple School Levels	Reduce Licensed Supplemental Staff (Instructional Coach, Interventionists, Social Emotional Supports, School Site Instructors) (40% reduction)	10,400,000	69
	Program Balancing Pool of Licensed Staff	2,500,000	20
	Program Balancing Pool of Administrators	2,800,000	14
	Program Balancing Pool of Licensed Staff (Southeast Guiding Coalition)	1,400,000	10
	Multiple School Levels Total	**$17,100,000**	**113**

Category	Description	Projected Savings	Position Change
Specialized Programs	Multilingual Learners Staffing (ELD)	1,000,000	7
	Specialized Programs Total	**1,000,000**	**7**

Grand Total		**$41,300,000**	**228**

DRAFT

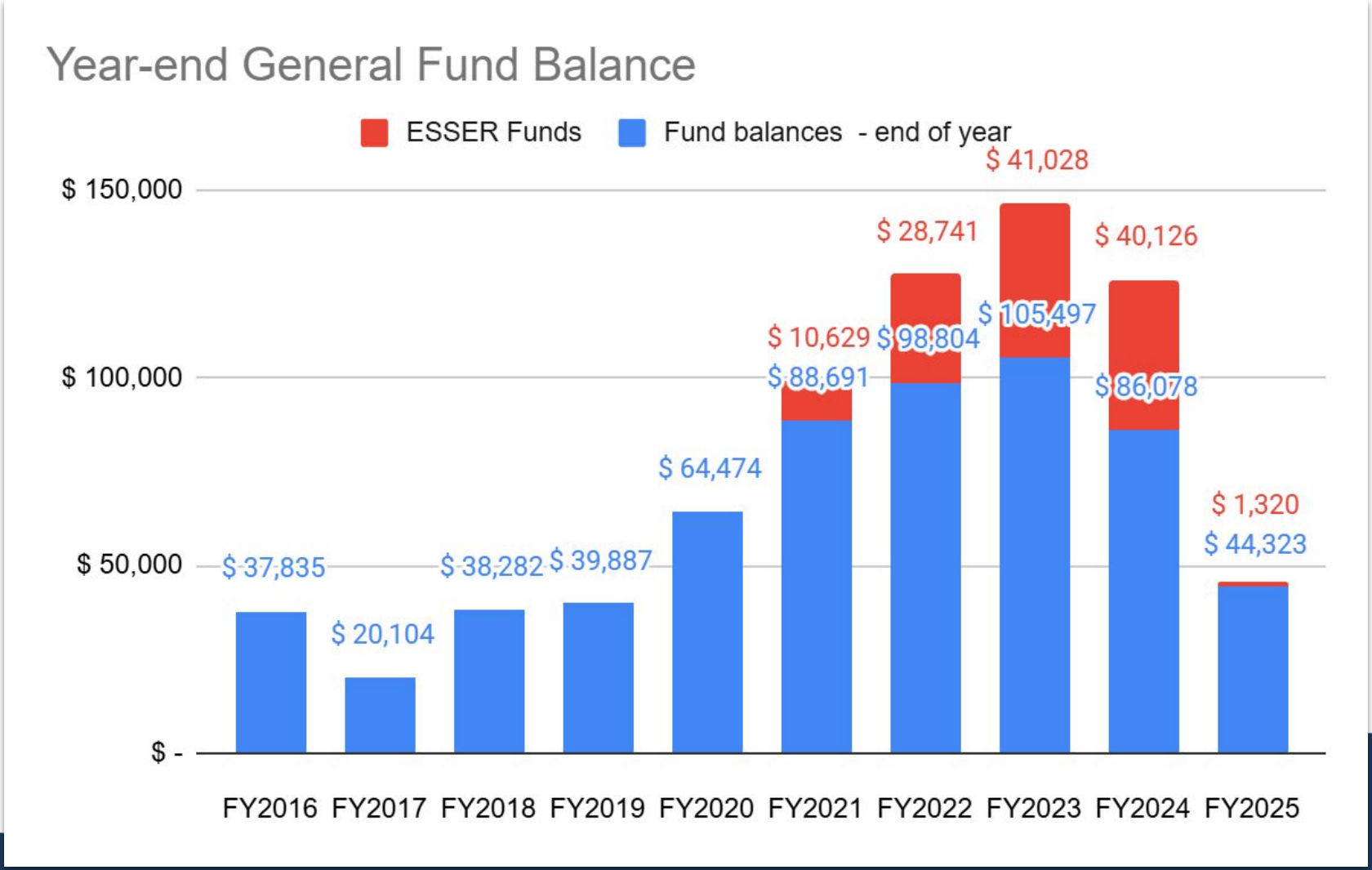
Fund Balance Decline



Blue Column = General Fund End Balance

Black Line = General Fund Balance as a percentage of of the budget

Fund Balance and ESSER Funds



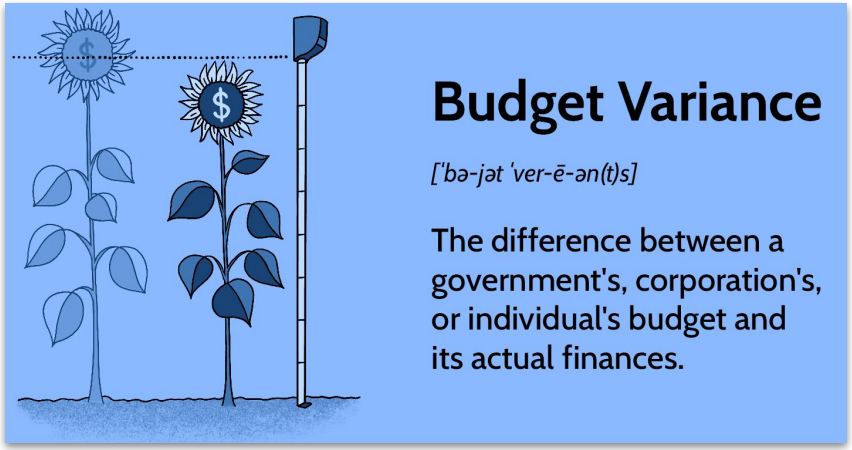
IN ADDITION TO GF Fund Balance, Spending was supported by ESSER Funds from FY21-24

ESSER I	$8,354,389
ESSER II	$32,836,859
ESSER III	$73,869,717
Other ESSER Grants	$6,783,344
2021-2024 ESSER Funds	**$121,844,309**

Variances since Budget Adoption

The primary drivers include the following:

- Vacancy savings not materializing at projected levels
- Higher transportation and maintenance costs
- Unanticipated costs stemming from multiple federal lawsuits
- Services restored during the year without full offset reductions (teacher set-aside, legal requirements)
- $5 million shortfall in the Local Option Levy due to declining commercial property values within the district.
- Expenditures of $2.5 million for seven emergency facility declarations

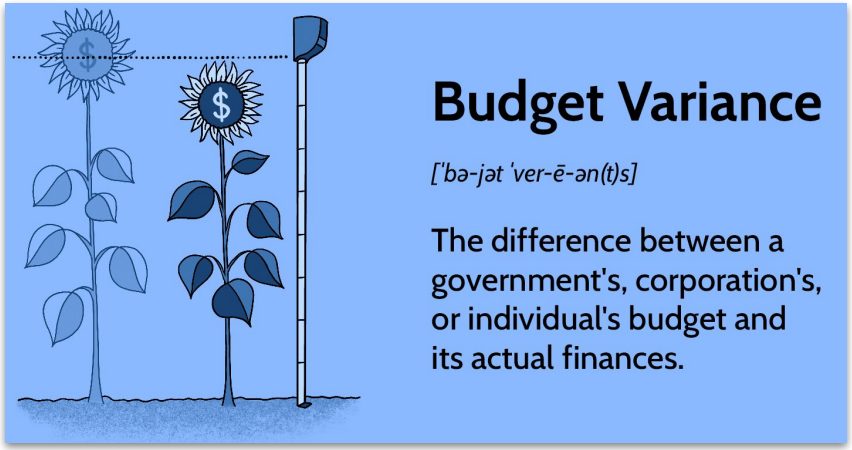


2/24/2026 Board Meeting Video Link

25-26 Variances since Budget Adoption

The primary drivers include the following:

- Services restored during the year without full offset reductions
  - Teacher Set-aside/Vacancy savings not materializing at projected levels - $12 M
  - Higher transportation $5.5 M
  - Higher maintenance (including emergency declarations) costs $6 M
- Shortfall in the Local Option Levy due to declining commercial property values within the district $5 M
- *Some overages have been offset by reimbursements or savings in other areas* and are currently estimated to be $6M



2/24/2026 Board Meeting Video Link

Mitigation Plan and Impact to Schools

Immediate spending controls to close this gap before June 30:

- Continued spending controls on all budgets (consolidated, general fund, federal funds, and state funds)
- Limit substitute and overtime use
- Conduct additional operational expenditure reviews
- Evaluate other balancing strategies
- Cancel the March 2 Professional Development Day (non school day) for designated CSI and TSI schools.
- Cancel ILT days in June

QUESTIONS

Board of Education Meeting
2026-27 Finance Focus
Public Employee Retirement System (PERS)

PORTLAND
Public Schools

March 10, 2026

DISTRICT INFORMATION

LARGEST DISTRICT IN OREGON

NUMBER OF SCHOOLS

45 ELEMENTARY		10 HIGH
11 K-8	14 MIDDLE	1 K-12

BOARD MEMBERS

Zone 1
Christy Splitt

Zone 2
Michelle DePass (Vice-Chair)

Zone 3
Patte Sullivan

Zone 4
Rashelle Chase-Miller

Zone 5
Virginia La Forte

Zone 6
Stephanie Engelsman

Zone 7
Edward (Eddie) Wang (Chair)

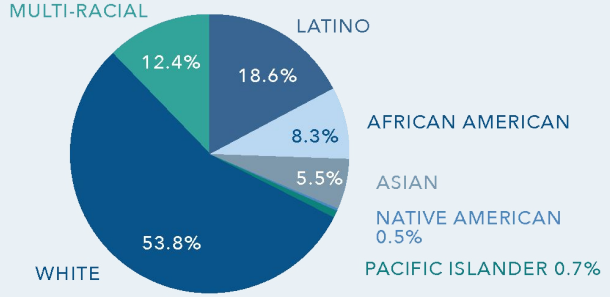
Student Representative
Ian Ritorto

STUDENT ENROLLMENT*

44,086 TOTAL

41,630	794	356	1,306
STUDENTS IN DISTRICT SCHOOLS	STUDENTS IN COMUNITY BASED PROGRAMS	STUDENTS IN SPECIAL SERVICES PROGRAMS	STUDENTS IN PUBLIC CHARTER SCHOOLS

STUDENT INFORMATION



RECEIVE ESL SERVICES
10%

ELIGIBLE FOR FREE MEALS via direct certification
31.3% 2023-24 school year

RECEIVE SPED SERVICES
17%

District Continuous Improvement Plan GOAL AREAS

- ATTENDANCE
- LITERACY
- MATH
- 9th Grade SUCCESS

*Numbers are approximate

TOGETHER, WE *RISE*

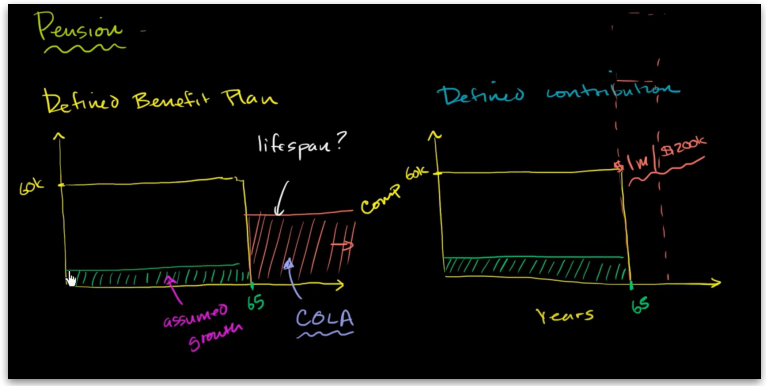
WITH **EXCELLENCE.** WITH **PURPOSE.**

Finance Focus: Public Employee Retirement System

- Overview of the Defined Benefit Program (Pension)
- System Administration: design and reform impacts
- Employer Responsibilities
- Employee Benefits: Deferred income for life

Overview of the Defined Benefit Program (Pension)

- Purpose: To provide a reliable, long-term retirement income for public employees through a structured pension plan.
- Structure: Defined Benefit programs offer a specific, predetermined monthly benefit upon retirement, rather than being based solely on investment contributions.



Khan Academy Defined Benefit vs. Defined Contribution Program Informational Video

System Administration: Design and Reform Impacts

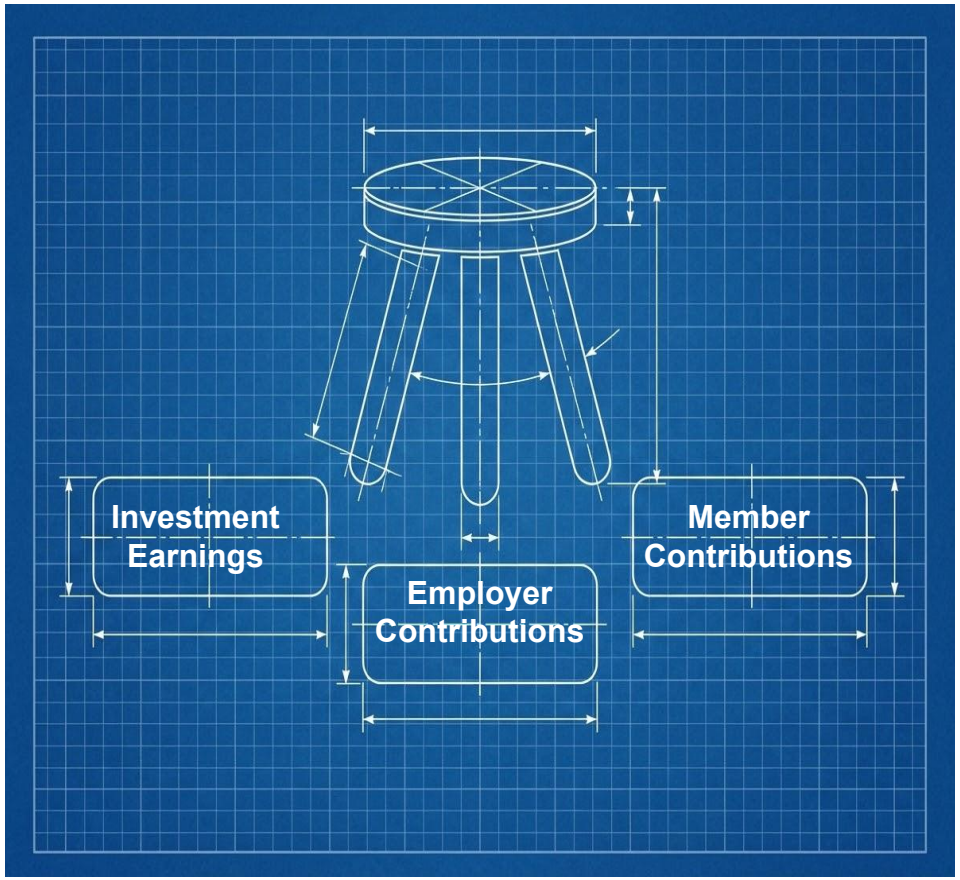
- System Design: Covers how the pension plan is organized and managed at the state and district levels.
- Reform Impacts: Addresses the ongoing legal and administrative changes to the system and how these adjustments affect long-term sustainability and benefit structures.

Employer Responsibilities

Employer Financial Contributions

- School districts and public agencies are responsible for funding a significant portion of the retirement system.
- For a typical teacher, the district pays approximately $22,578 annually toward PERS and debt service for Pension Obligation Bonds.

The 3 Sources of Funding for PERS



Member contributions are fixed. Employer Contributions fluctuate to offset investment gains/losses (6.9% assumed rate of return).

Employer Compliance and Reporting

- Accurate reporting of employee hours to PERS is mandatory to ensure proper benefit calculations.
- Regular internal audits are conducted to ensure that financial practices align with state standards and laws.

Operationalizing System Changes

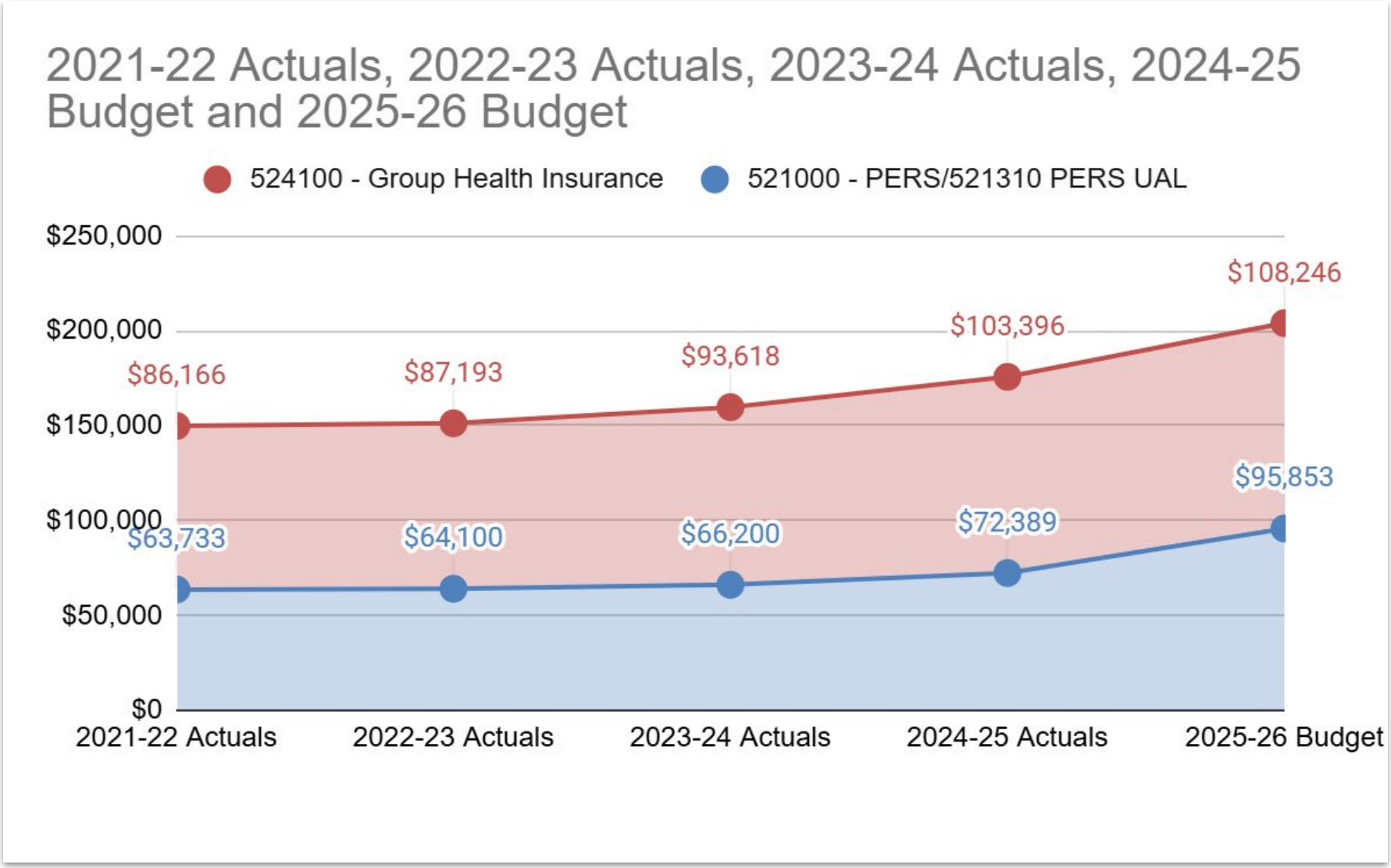
- Mitigating financial impacts: forecasting for and mitigating impacts of rate fluctuations (budget reductions, pension obligation bonds)
- Administering reforms: changes to employee contribution options, retiree work limitations, etc.

Every Employer is different based on:

- Employee demographics and service type
- Whether or not they have established a side account by selling pension obligation bonds
- NOTE: debt service on pension obligation bonds is paid from the operating budget
- Expiration of side accounts eliminates the rate credit which increases employer rates

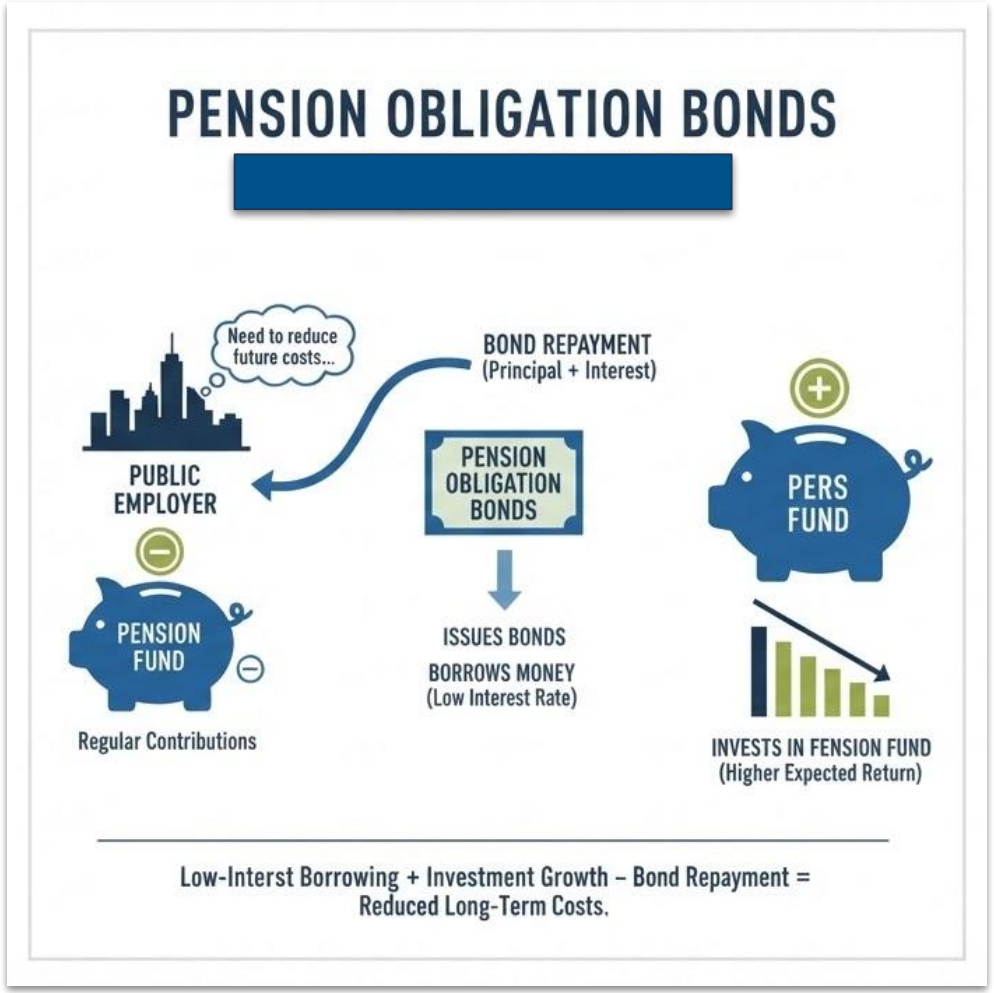
For PPS, the 2021-23 valuation period that set employer rates for 2025-27 increased by 5.33 percentage points and is equivalent to $28 million each year in additional employer contributions.

Recent Budget Impacts of Changes

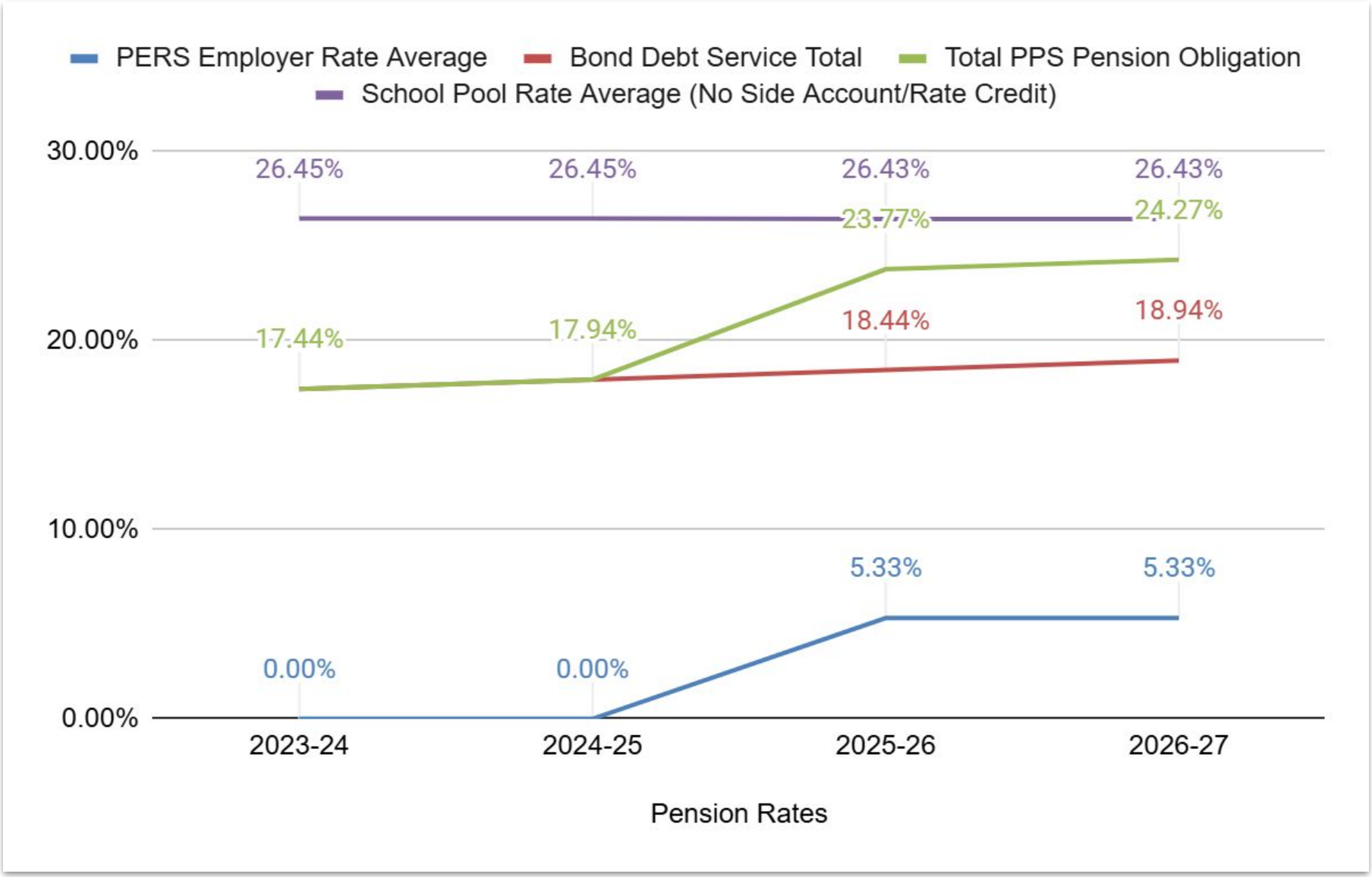


Side Accounts and Pension Bonds

Goal	To reduce the employer's ongoing PERS contribution rates.
Source	Lump-sum deposits from bonds or budget surpluses.
Impact	Acts as a credit against the employer's pension debt.
Visible In	PERS contribution rate tables (like the one you are viewing) as a reduced percentage.
Costs	Cost of issuance, principal, and interest paid from operations budget



PPS Pension Obligation vs. School Pool



Employee Benefits: Deferred income for life

For Employees: Deferred Income for Life

- **Guaranteed Income:** The system is designed to provide retirees with "deferred income for life," ensuring financial security throughout their retirement years.
- **Compensation Package:** *Retirement benefits are a core component of the total compensation for public employees*, often making up a significant portion of employer-paid benefits.

Post-reform PERS Benefit Tiers

Feature	Tier 1	Tier 2	OPSRP
Hire Date	Before Jan 1, 1996	Jan 1, 1996 – Aug 28, 2003	On or after Aug 29, 2003
Normal Retirement	Age 58 (or 30 years service)	Age 60 (or 30 years service)	Age 65 (or 58 with 30 years)
General Formula	1.67% × FAS* × Years	1.67% × FAS* × Years	1.50% × FAS* × Years
Calculation Methods	Higher of Full Formula, Money Match, or Formula + Annuity	Higher of Full Formula or Money Match	Full Formula only
Unused Sick Leave	50% added to FAS*	50% added to FAS*	Not included in FAS*
Vacation Payout	Included in FAS*	Not included in FAS*	Not included in FAS*

* FAS = Final Average Salary, calculated on highest three years of earnings

Scenario: OPSRP (Tier 3) Educator (fully eligible)

- General Formula portion of benefit:
  - Final Average Salary (FAS)= $105,000
  - FAS = $105,000/yr or $8,750/mth
  - .45 x $105,000 = $47,250/yr or $3,938/mth
- Individual Account Program (IAP) portion:
  - .33 x $47,250 = $15,593/yr or $1,299/mth
- **Total benefit = $62,843/yr or $5,237/mth* for LIFE**

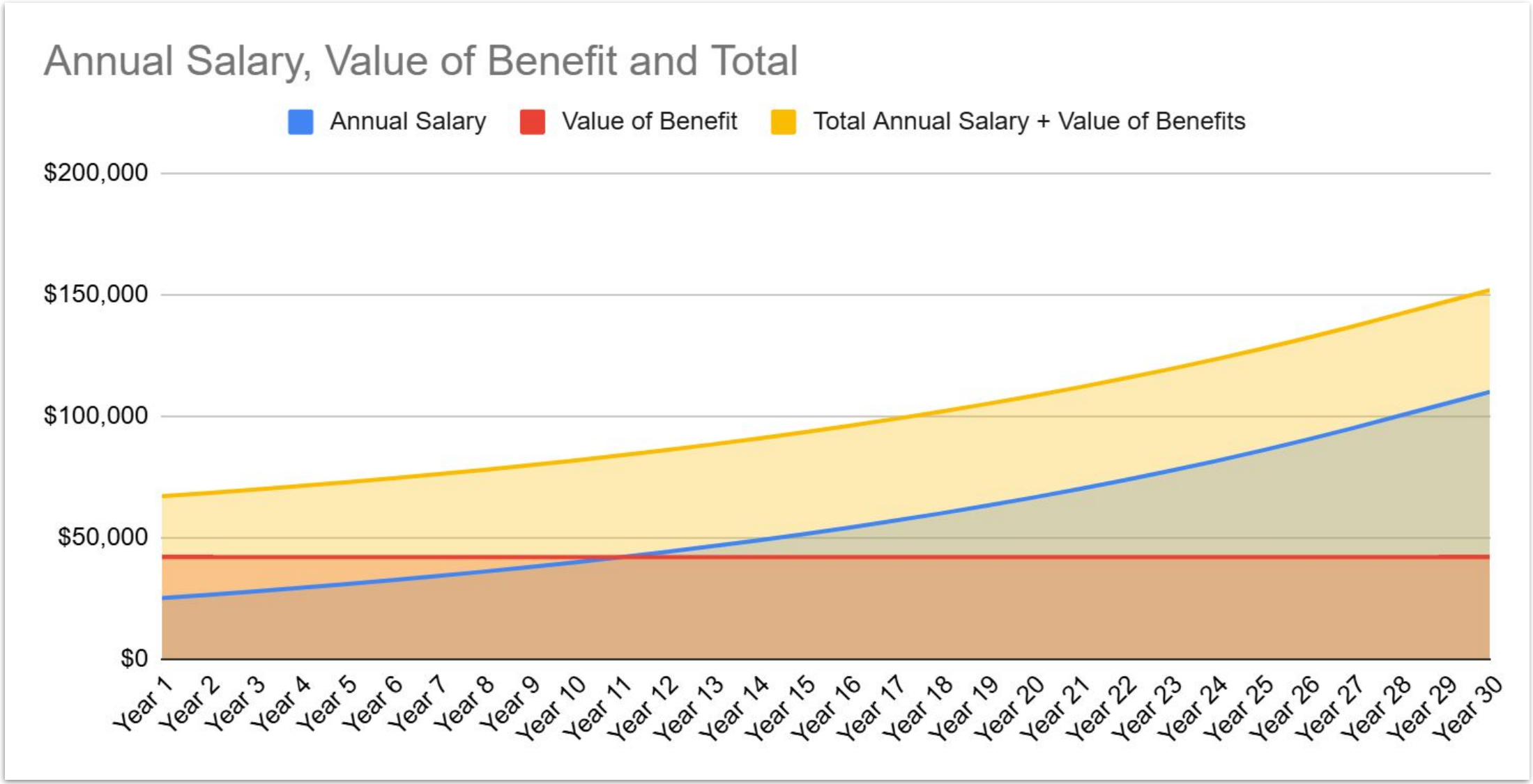
Feature	OPSRP
Hire Date	On or after Aug 29, 2003
Normal Retirement	Age 65 (or 58 with 30 years)
General Formula	1.50% × FAS* × Years
Calculation Methods	Full Formula only

* COLA Applied 2-2.8% annually afterwards

Present Value of Future Benefits

- Total benefit of $62,843/yr for a 20 year period = $1,256,860
- $1,256,860 divided over 30 years of service for full eligibility = $41,895 each year
- Regardless of amount earned in any given year prior to the FAS, this staff member is gaining $41,895 in future benefits

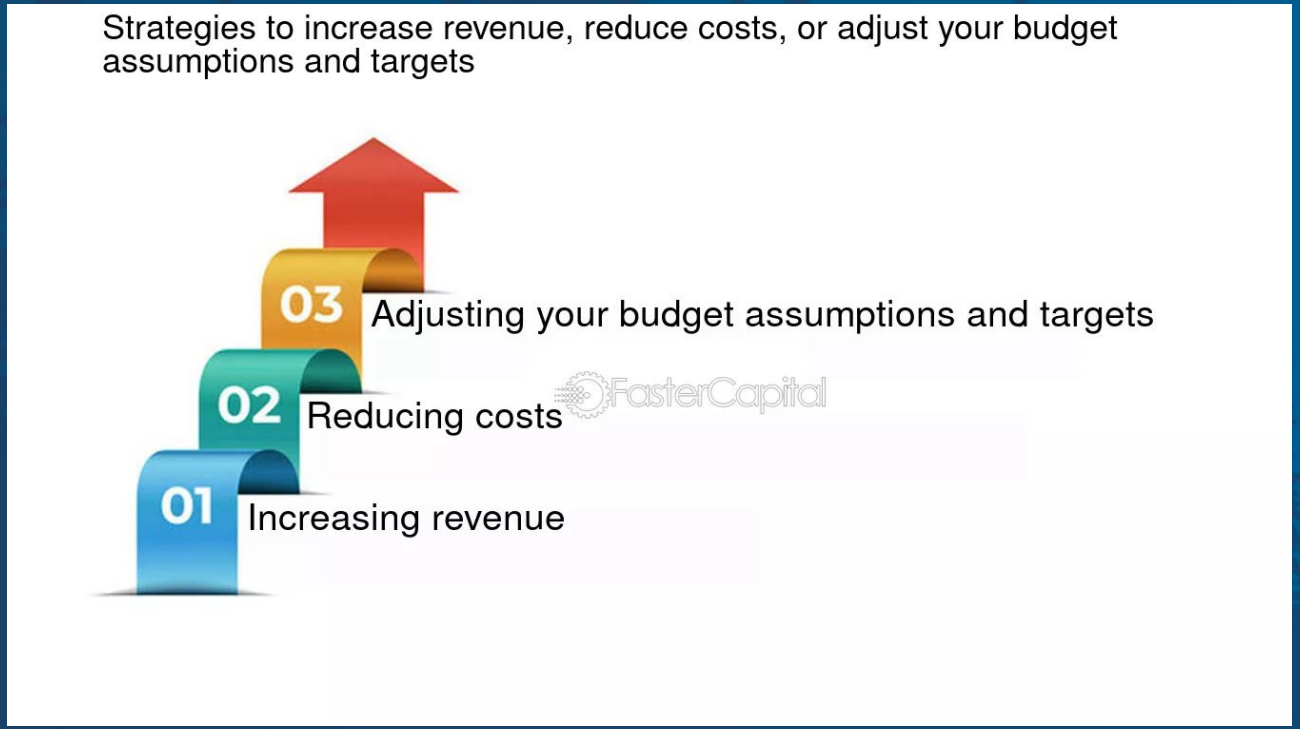
* COLA Applied 2-2.8% annually afterwards



*** COLA Applied 2-2.8% annually afterwards**

Questions?

Michelle Morrison
Chief Financial Officer
mimorrison@pps.net



Appendix

Prior period highlights and reference slides.

Budget Principles

Principles create a shared understanding of the overarching values that underpin budget development.

- ➔ Providing students with an exceptional educational experience and ensuring their academic success should drive the budget process
- ➔ Decisions should be driven by data
- ➔ Base resourcing decisions on cost-effectiveness
- ➔ Prioritize the Core Program in all schools
- ➔ Critically re-examine patterns of spending
- ➔ Provide every student with equitable access
- ➔ Take a long-term perspective
- ➔ Be transparent

District Continuous Improvement Plan:
Four Goal Areas

ATTENDANCE

LITERACY

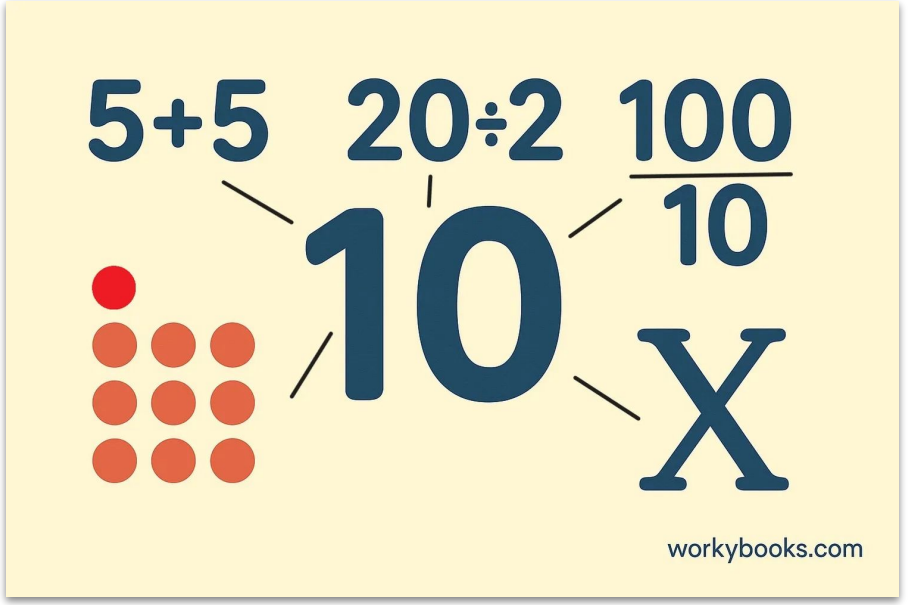
MATH

9TH GRADE SUCCESS

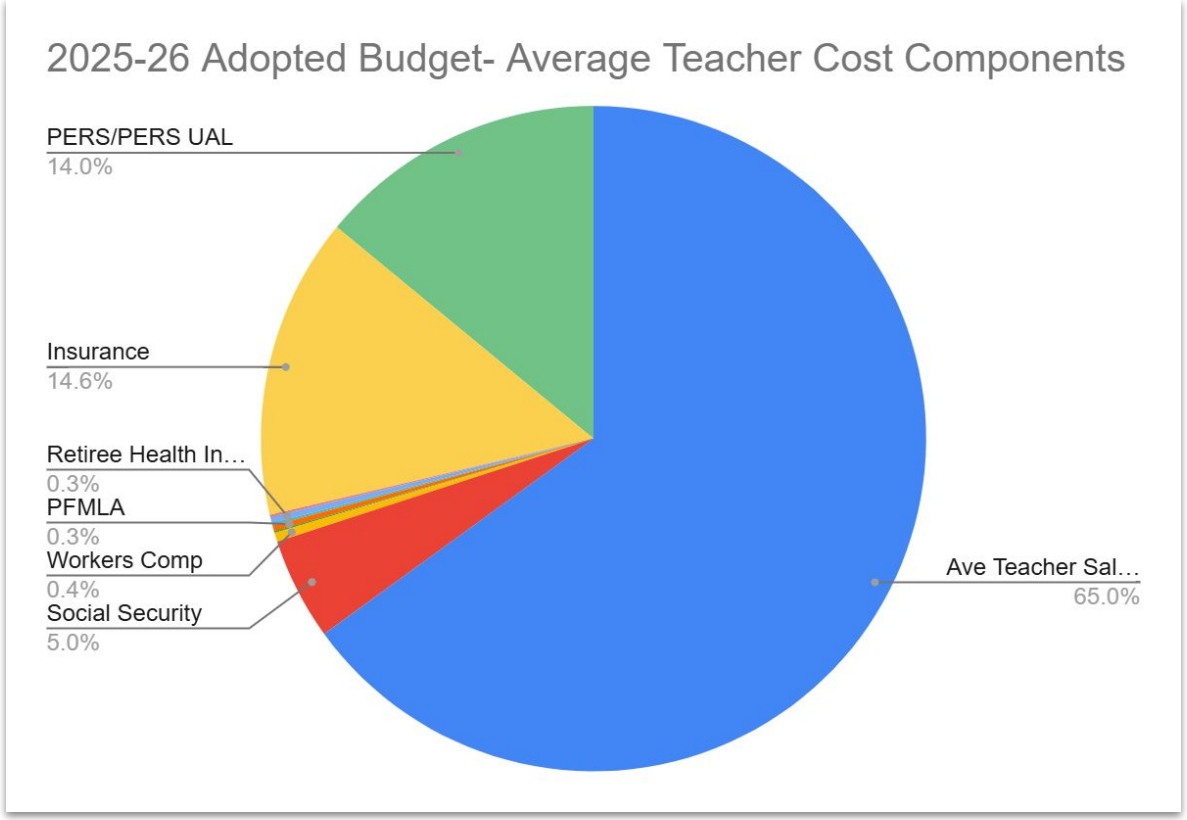
$50 million Budget Gap for 2026-27

Equivalent Values:

- $1,179 per student (42,404 students)
- 14.5 school days ($3.5 million each)
- 312.5 Educator FTEs ($160k each)
- 650 Paraeducators/Instructional Assistant FTE
- 12.5 Annual Elementary School operating budgets ($4.0 million each)
- + 3.0 Student to Classroom Teacher Ratio (averaged across system)



Board Information Requests

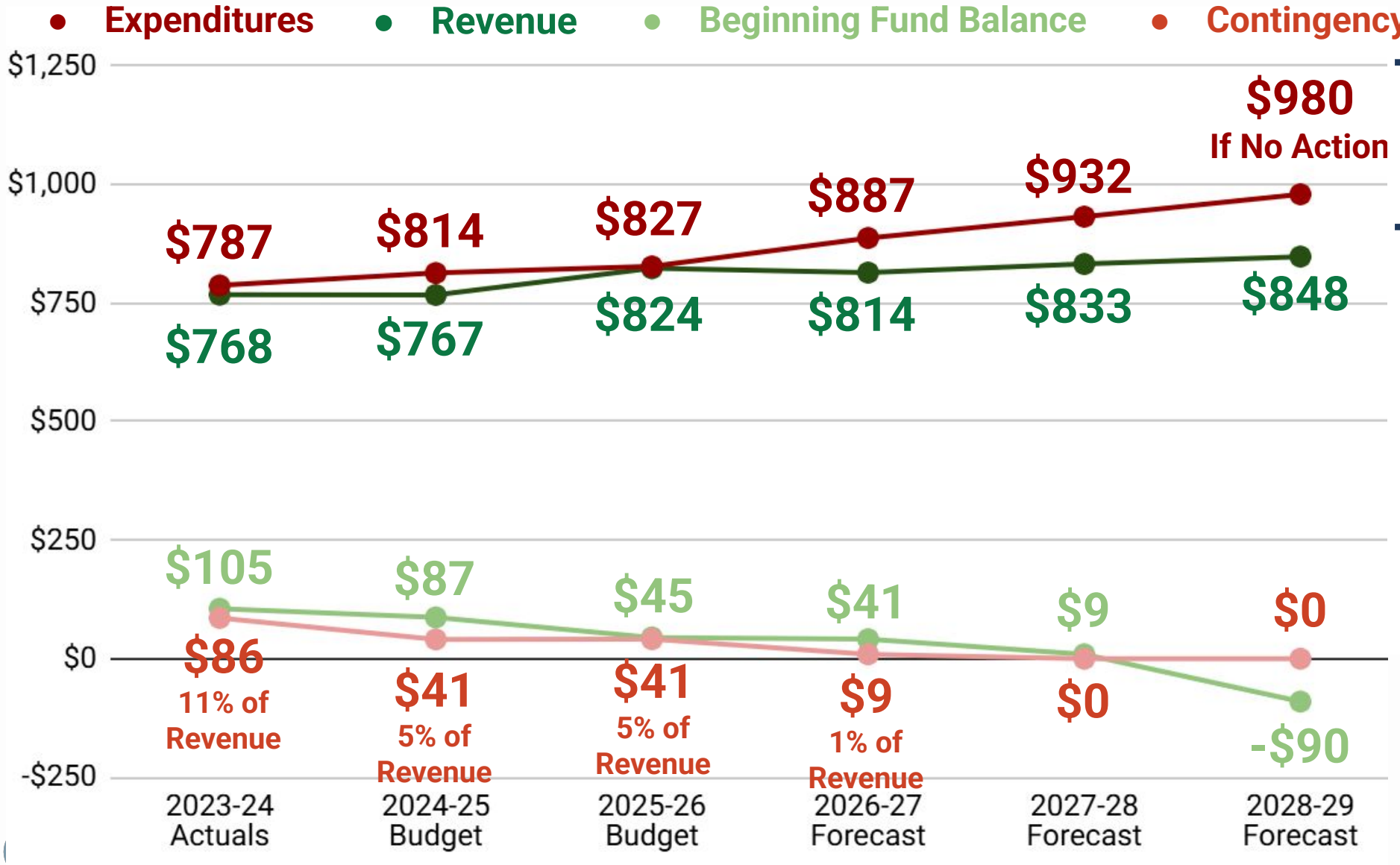


Ave Teacher Salary	$104,579
Social Security	$8,000
Workers Comp	$711
Unemployment Comp	$105
PFMLA	$471
Other Employer Paid Benefits	$188
Retiree Health Insurance	$492
Early Retirement Benefits	$167
Insurance	$23,561
PERS/PERS UAL	$22,578
Total Cost Per FTE	**$160,851**

Unfunded Mandates and Valuation

- Research based on COSA Legislative Reports
  - 2025, 2024
  - 2023, 2022, 2021
- Long-standing rules
  - Division 22 Requirements
  - FAPE (Free and Appropriate Education)
  - Participation in the Public Employee Retirement System
  - Providing equitable access and instruction to English Learners
  - Student Transportation and Access

2025-26 Projected General Fund (In Millions)

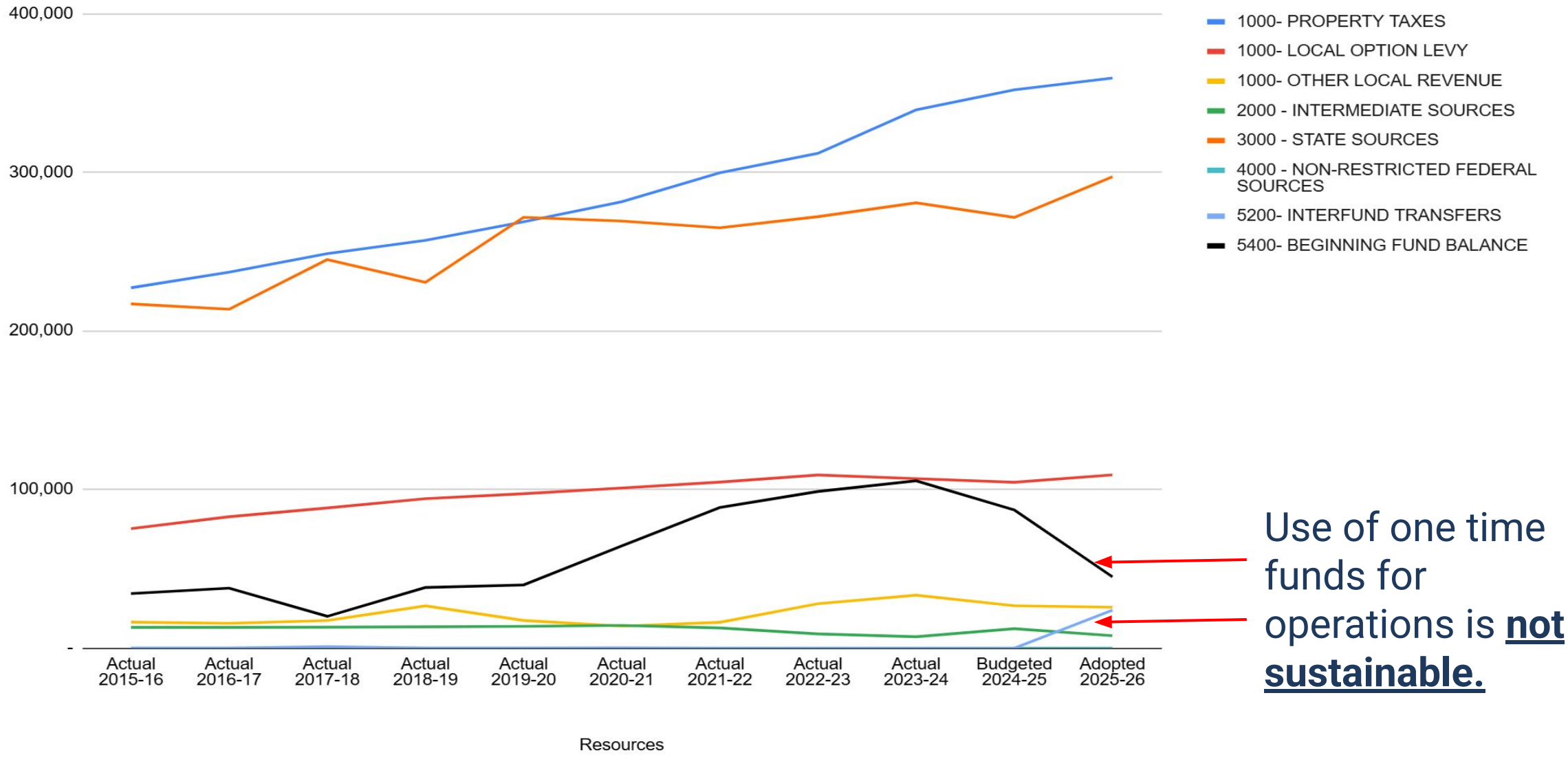


→ Expenses are increasing while revenue declines.

→ If no action Is taken, reserves are depleted and the budget deficit will compound every year.

DRAFT: Estimates are preliminary.

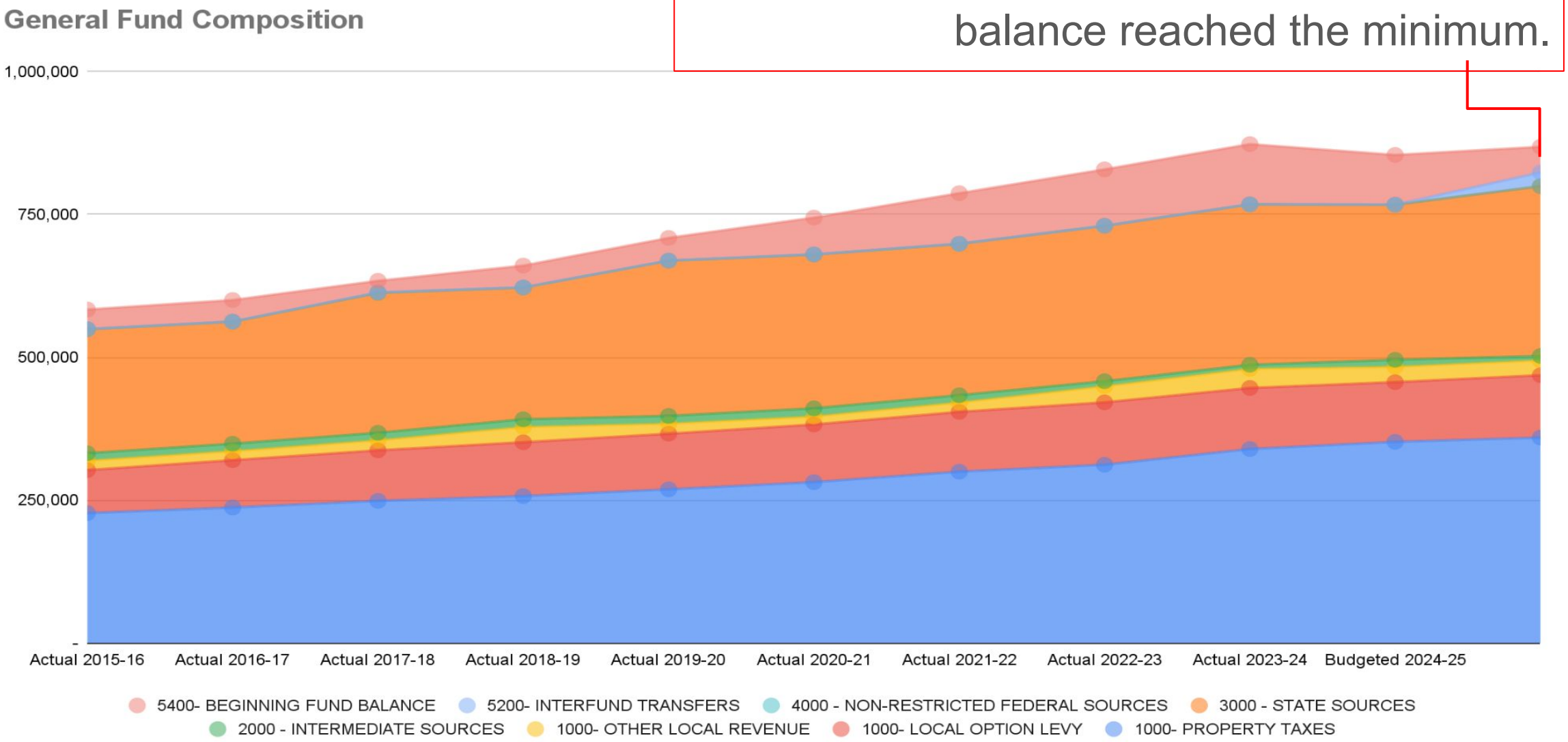
2015-16 to 2025-26 General Fund Revenue (In Thousands)



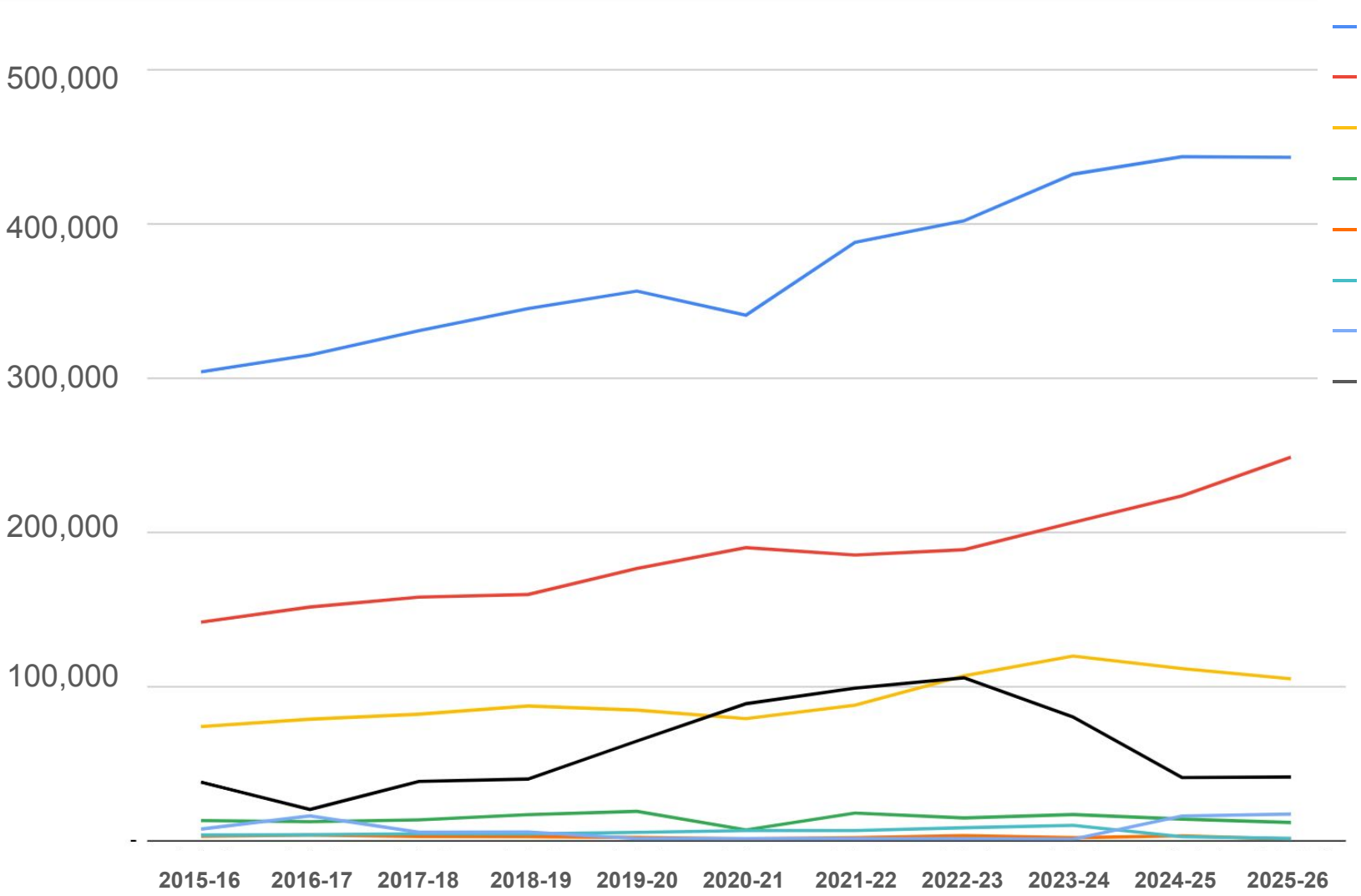
Use of one time funds for operations is **not sustainable.**

2015-16 to 2025-26 General Fund Revenue (In Thousands)

2025-26 transfer of full reserves as fund balance reached the minimum.

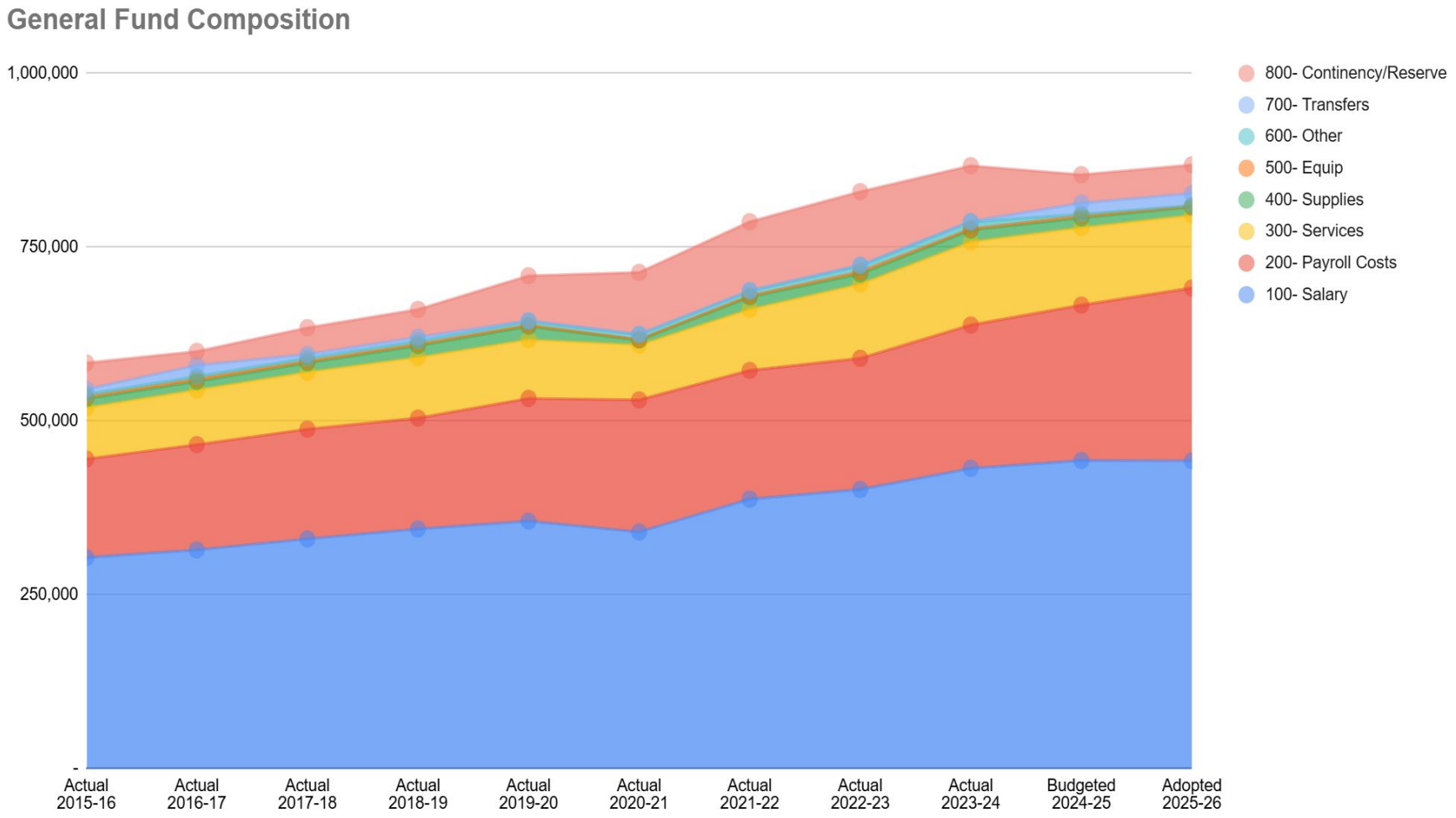


2015-16 to 2025-26 General Fund Expenses (In Thousands)



- ➔ Expenses for staffing have been rising, even with reductions to FTE
- ➔ Contingency has been reduced to the minimum target of 5%
- ➔ Contingency funds are one-time and should not be used for regular staffing or operations

2015-16 General Fund Spending Stacked (In Millions)



- Expenses for staffing have been rising, even with reductions to FTE
- Note: contingency has been reduced to the minimum target of 5%
- Contingency funds are one-time and should not be used for regular staffing or operations

DRAFT: Estimates are preliminary.

Bond Program Update

PORTLAND
Public Schools

Date March 10, 2026

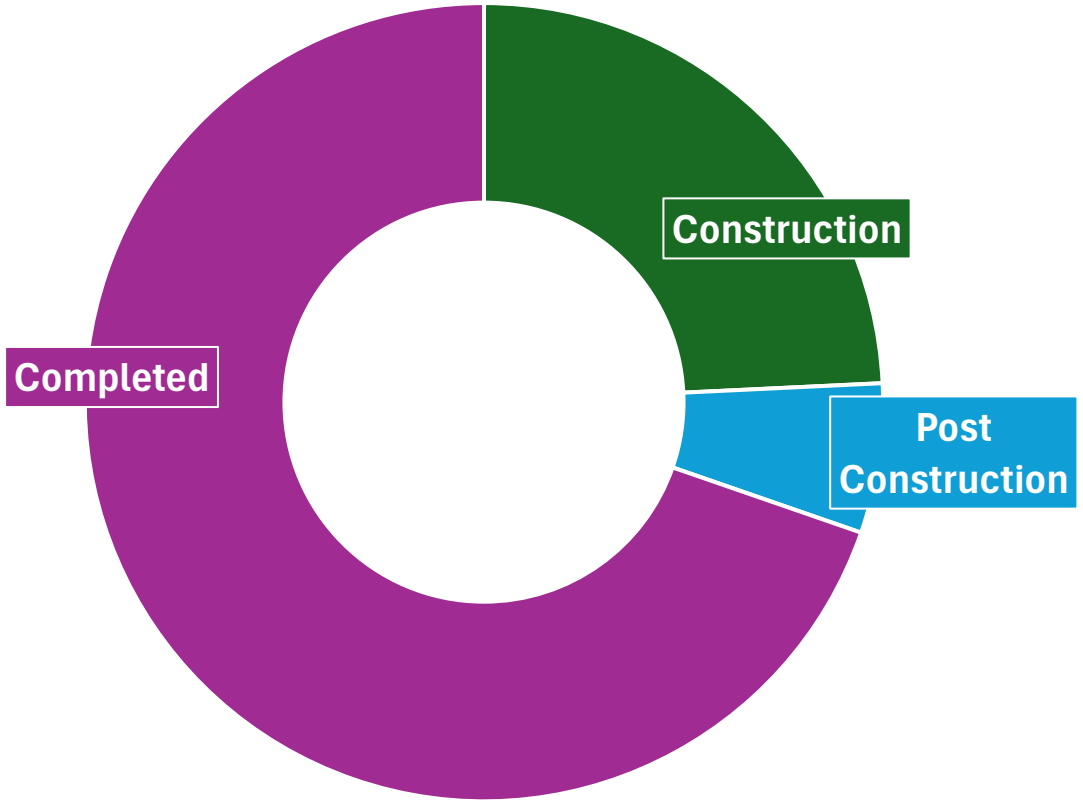
Agenda

- Program Status Update
- Schedule Update
- Program Budget Update
- Project Updates

Program Status Update

2012 Bond Program Project Status

Total Projects	Pre-Planning	Design Phase	Construction	Post Construction	Completed
33	0	0	8	2	23

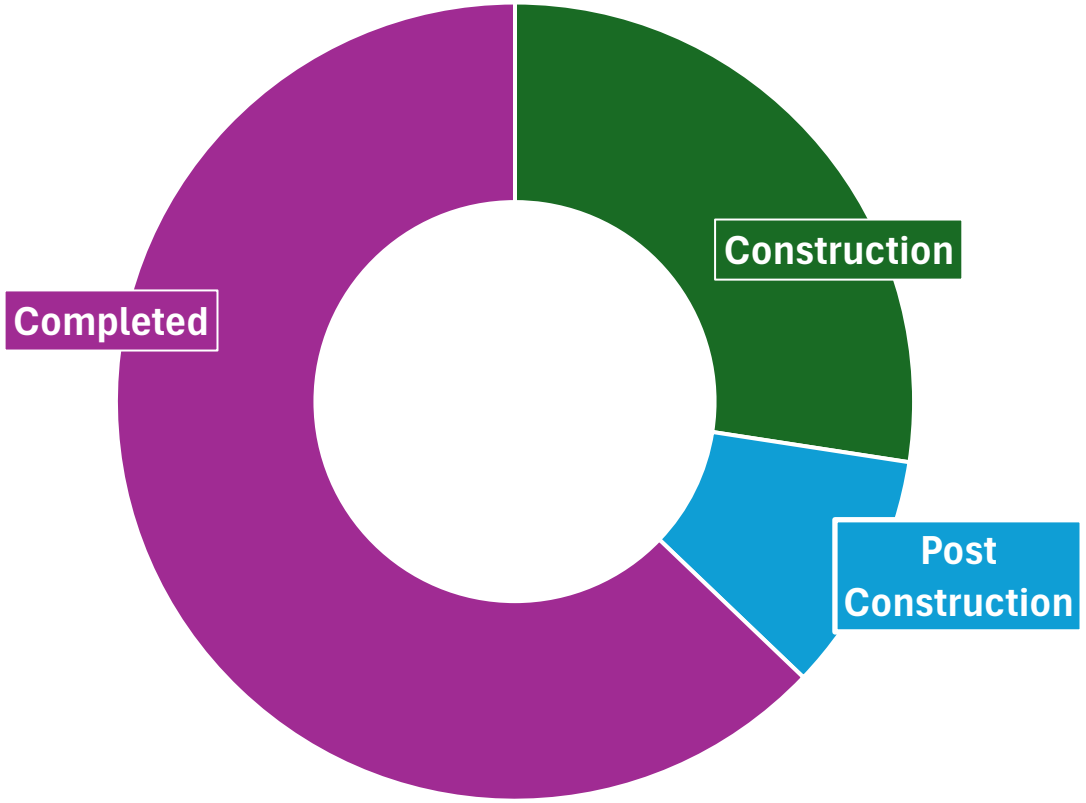


NOTE: source data: Ebuilder reports by bond measure, sorted by project status.

Audit of Project Completion and Closeout statuses is currently ongoing.

2017 Bond Program Project Status

Total Projects	Pre-Planning	Design Phase	Construction	Post Construction	Completed
175	0	0	48	17	110

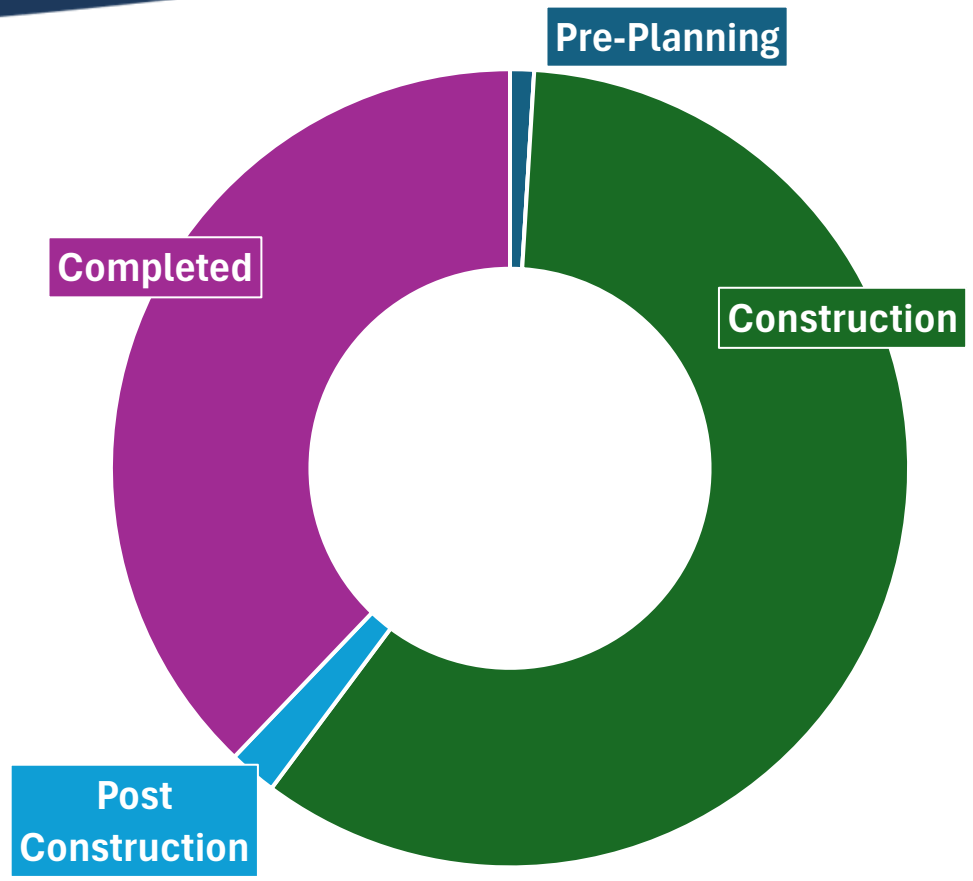


NOTE: source data: Ebuilder reports by bond measure, sorted by project status.

Audit of Project Completion and Closeout statuses is currently ongoing.

2020 Bond Program Project Status

Total Projects	Pre-Planning	Design Phase	Construction	Post Construction	Completed
103*	1	0	61	2	39



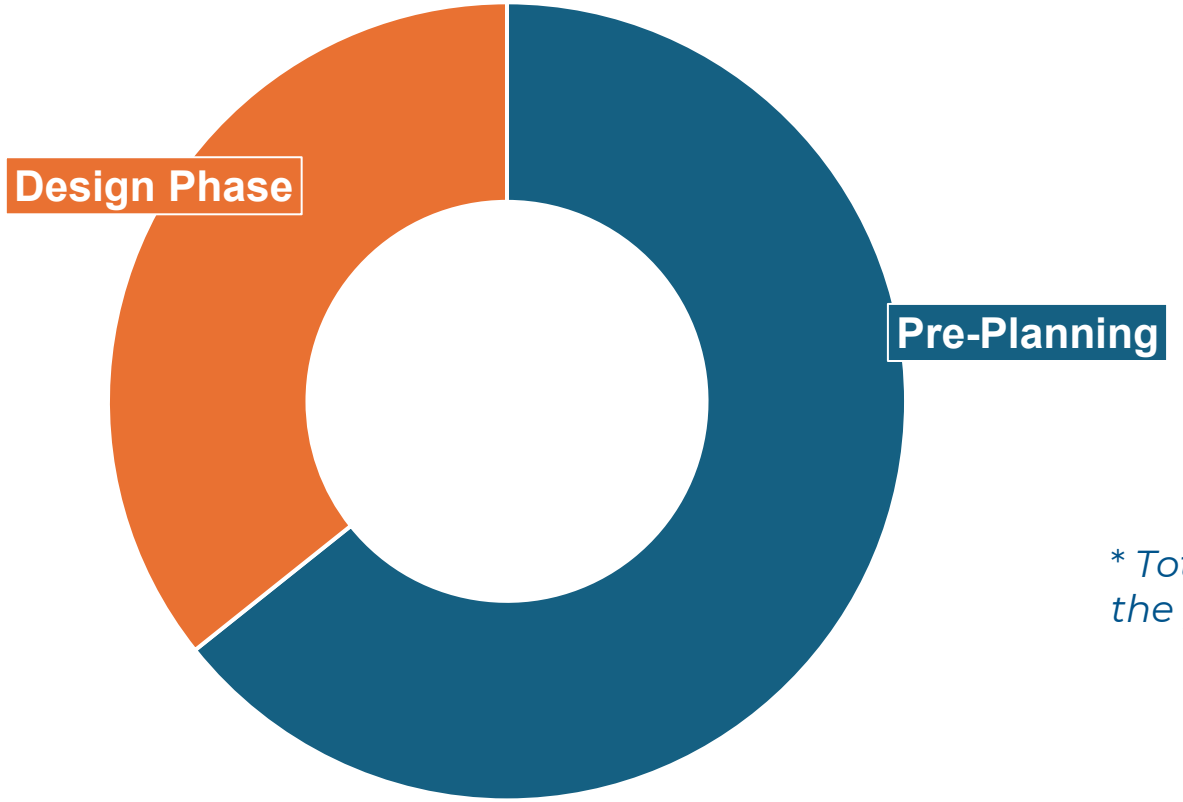
**Approximately $547 M remaining to be scheduled for 2020 Bond.*

NOTE: source data: Ebuilder reports by bond measure, sorted by project status.

Audit of Project Completion and Closeout statuses is currently ongoing.

2025 Bond Program Project Status

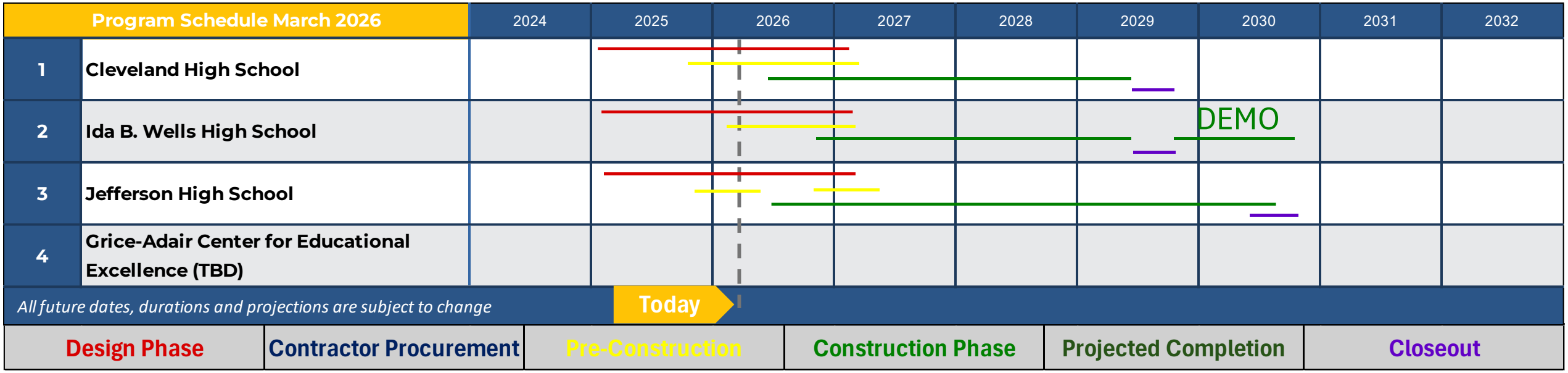
Total Projects	Pre-Planning	Design Phase	Construction	Post Construction	Completed
14*	9	5	0	0	0



** Total projects will increase as the program progresses.*

Schedule and Budget Update

2025 Bond Schedule

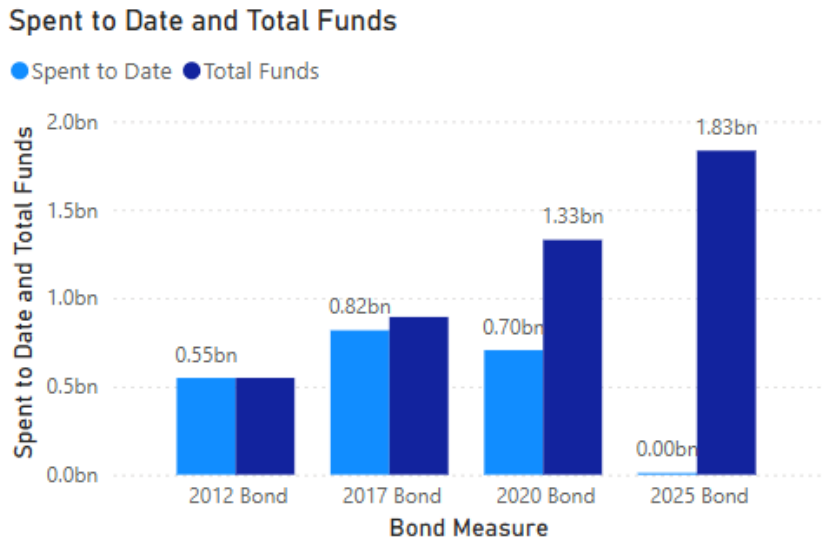


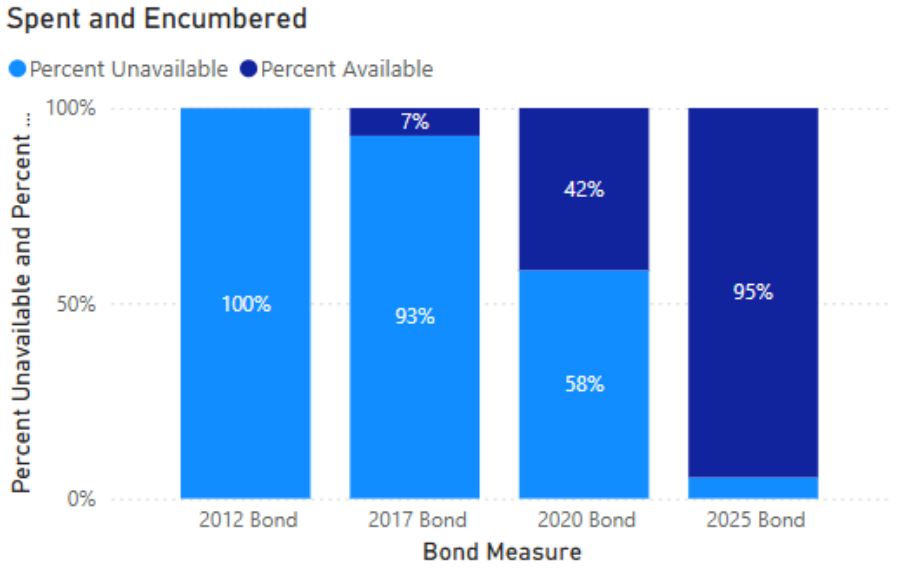
Bond Program Dashboard

Bond Measure

Deselect all | 2012 Bond | 2017 Bond | 2020 Bond | 2025 Bond

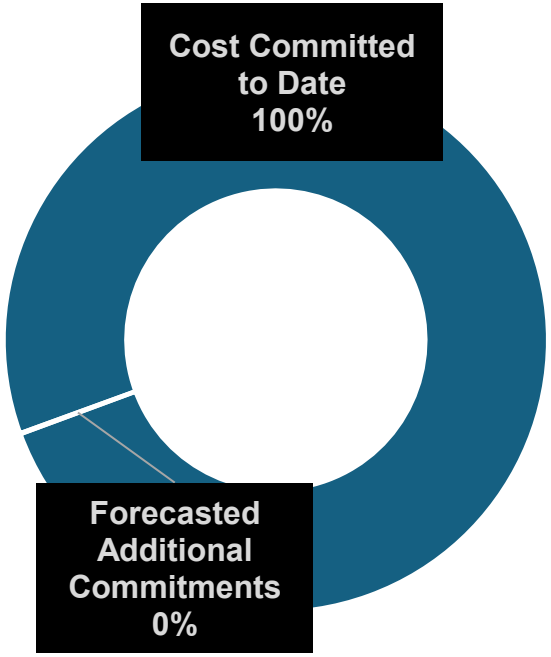
Total Funds	Spent to Date	Outstd. Encumbrance	Available Funds	Percent Available
4.6bn	2.1bn	184.7M	2.4bn	51%





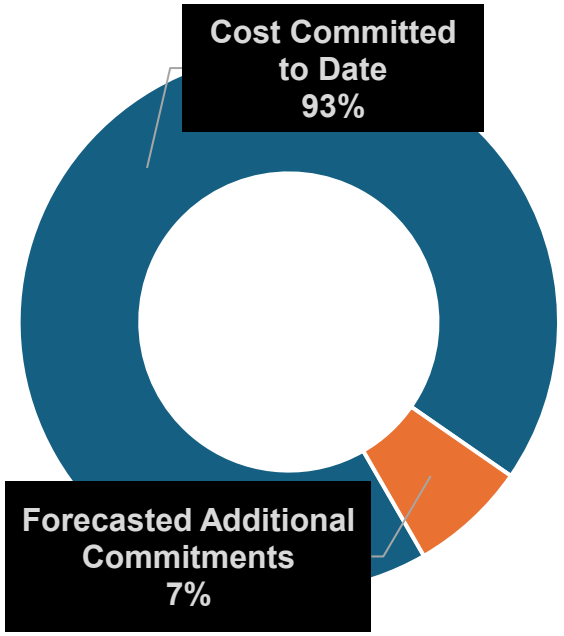
2012 Bond Program Status – Budget Update - Overview

Project	Budget	Outstanding Encumbrance	Amount Paid to Date	Remaining Balance
Franklin HS Mod	$110,950,414	$0	$110,950,414	$0
Grant HS Mod	$155,300,188	$0	$155,300,188	$0
Roosevelt HS Mod	$97,128,043	$0	$97,128,043	$0
Faubion Replace	$30,653,663	$0	$30,653,663	$0
Grant Upper Field	$3,170,988	$0	$3,170,988	$0
RHS Phase IV	$6,153,741	$0	$6,153,741	$0
Other Projects	$112,710,428	$0	$112,710,428	$0
Grant & Franklin Add Ons	$204,140	$50,989	$26,272	$126,879
Administration	$31,284,018	$0	$31,284,018	$0
Contingency	$276,627	$0	$902	$275,725
PPS 2012 Bond Program Total	**$547,832,250**	**$50,989**	**$547,378,657**	**$402,604**



2017 Bond Program Status – Budget Update - Overview

Project	Budget	Outstanding Encumbrance	Amount Paid to Date	Remaining Balance
Benson HS Mod	$146,614,560	$128,434	$143,349,657	$3,136,469
Benson Add Ons	$2,865,020	$1,377,272	$43,638	$1,444,110
Benson Swings	$12,199,595	$0	$12,199,595	$0
Lincoln HS Repl	$240,836,448	$5,976,292	$224,096,580	$10,763,576
Kellogg MS Replace	$57,648,703	$0	$57,648,703	$0
McDanial Mod	$197,000,000	$17,217	$196,810,045	$172,738
Health & Safety	$165,165,443	$4,075,520	$120,728,735	$40,361,188
Athletics	$5,000,000	$174,034	$2,278,729	$2,547,237
Administration	$61,087,301	$555,845	$60,520,902	$10,554
Contingency	$4,221,725	$0	$0	$4,221,725
PPS 2017 Bond Program Total	**$892,638,795**	**$12,304,614**	**$817,676,587**	**$62,657,594**

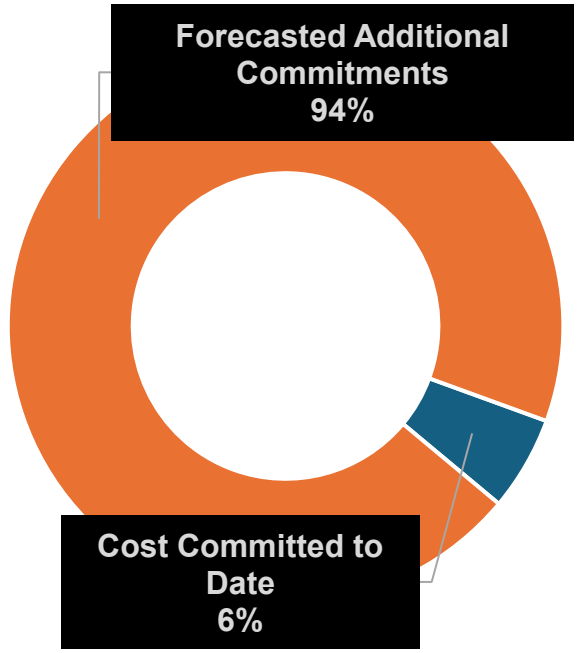


2020 Bond Program Status – Budget Update - Overview

Project	Budget Managed by PROCEDEO	Budget Managed by PPS	Outstanding Encumbrance	Amount Paid to Date	Remaining Balance
Benson 2020 Funds		$164,903,890	$1,141,041	$162,293,196	$1,469,654
Jefferson HS	$366,152,175		$19,209,047	$26,846,946	$320,096,183
CEE	$60,000,000		$1,700	$16,222,680	$43,775,620
Cleveland HS – Design	$25,784,000		$3,131,413	$12,770,499	$9,882,088
Cleveland Swing Site	$137,500		$18,046	$89,180	$30,274
Wells HS – Design	$25,318,534		$5,923,384	$13,663,029	$5,732,121
Roosevelt PhV – Design		$2,000,000	$1,035	$97,625	$1,901,340
MPG Building		$80,447,075	$265,462	$77,944,969	$2,236,645
Curriculum		$63,319,191	$1,126,803	$54,365,370	$7,827,018
Technology		$136,100,000	$23,959,026	$83,074,487	$29,066,486
Infra Projects		$261,139,814	$15,348,115	$229,941,008	$15,850,691
Administration		$63,198,640	$1,661,964	$32,031,061	$29,505,615
2017 Bond Balance		$0	$0	$0	$0
Contingency – OSM		$67,565,814	$0	$0	$67,565,814
Unallocated Funds		$12,515,089	$0	$0	$12,515,089
PPS 2020 Bond Program Total	**$477,392,209**	**$851,189,513**	**$71,787,036**	**$709,340,048**	**$547,454,638**

2025 Bond Program Status – Budget Update - Overview

Project	Budget Managed by PROCEDEO	Budget Managed by PPS	Outstanding Encumbrance	Amount Paid to Date	Remaining Balance
Priority Scope		$190,000,000	$3,296,135	$0	$186,703,865
Athletics		$79,000,000	$1,637,892	$111,100	$77,251,008
Technology		$176,000,000	$28,066,686	$1,942,396	$145,990,918
Physical Education		$10,000,000	$0	$0	$10,000,000
Curriculum		$56,000,000	$0	$0	$56,000,000
Jefferson HS Modernization	$100,000,000		$0	$0	$100,000,000
Cleveland HS Modernization	$449,229,760		$3,395,497	$94,114	$445,740,149
Ida B Wells HS Modernization	$432,000,000		$0	$0	$432,000,000
Elementary & Middle Schools		$168,770,240	$0	$0	$168,770,240
Admin		$83,050,000	$60,841,932	$1,214,008	$20,994,060
Contingency		$83,050,000	$0	$0	$83,050,000
PPS 2020 Bond Program Total	**$981,229,760**	**$845,870,240**	**$97,238,142**	**$3,361,618**	**$1,726,500,240**



Project Updates

Cleveland HS Modernization

3400 SE 26th Ave, Portland, OR 97202

Senior CM
Drew Schott

Contractor (CMGC)
Skanska

PPS Zone 6
Stephanie Engelsman

Architect
Mahlum

Project Budget

Total Budget	CMGC GMP
$472,553,760	GMP: TBD

Project Overview

Current Phase: In Design
Scope: New Facility
New Facility: 297,000 SF
Construction Start: Summer 2026
Tentative Sub Com: Summer 2029
GMP Construction Timeline: TBD

General Scope

- ✓ 2 new four-story buildings connected by a skybridge
- ✓ Dynamic outdoor courtyard
- ✓ New arts theater, black box theater, 2 gyms, and dance and wrestling studios
- ✓ Improvements to track and athletic fields

Project Status

Design Procurement
100%

Design
50%

DDs Complete

Construction
0%

Construction NTP
Pending

Project Update

1	Improvements for Marshall starting in March for swing site moves in June.
2	Groundbreaking at 10am on June 13, 2026.

Project Floor Plan

See next slide for floor plans

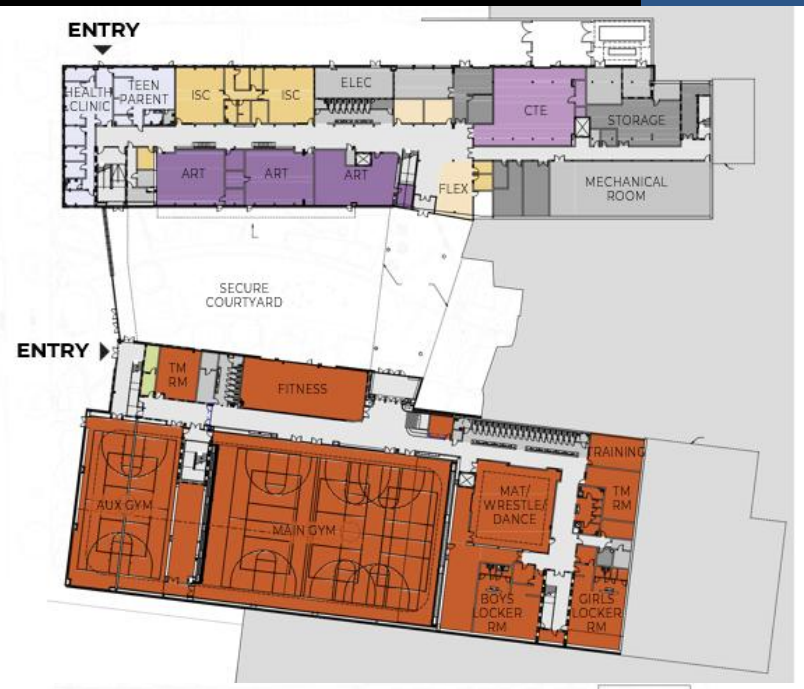
PROCEDEO | PORTLAND Public Schools

Cleveland HS

Floor Plans Levels 1-4

L01

- FLEX LEARNING
- SPED + LRC
- CTE
- VISUAL + PERFORMING ARTS
- WRAP-AROUND SERVICES
- GYM + ATHLETICS
- MISCELLANEOUS
- CUSTODIAL



L02

- ADMIN / STUDENT SPACE
- COUNSELING / CAREER
- FLEX LEARNING
- SPED + LRC
- GENERAL CLASSROOMS
- VISUAL + PERFORMING ARTS
- STUDENT COMMONS
- GYM + ATHLETICS
- MISCELLANEOUS
- CUSTODIAL

L03

- ADMIN / STUDENT SPACE
- LIBRARY / MEDIA CENTER
- FLEX LEARNING
- SPED + LRC
- GENERAL CLASSROOMS
- CTE
- VISUAL + PERFORMING ARTS
- MISCELLANEOUS
- CUSTODIAL

L04

- ADMIN / STUDENT SPACE
- FLEX LEARNING
- SPED + LRC
- GENERAL CLASSROOMS
- CTE
- MISCELLANEOUS
- CUSTODIAL

Cleveland HS

Conceptual Rendering of Classroom

Conceptual Rendering of Exterior

In Design

Cleveland HS

Conceptual Rendering of Aerial View

In Design

Jefferson HS Modernization

5210 N Kerby Ave, Portland, OR 97217

Senior CM
Drew Schott

Contractor (CMGC)
Colas Hoffman

PPS Zone 2
Michelle DePass

Architect
BORA & LEVER

Project Budget

Total Budget	CMGC GMP
$466,007,500	GMP: $TBD

Project Overview

Current Phase: In Design
Scope: New Facility
New Facility: 299,485 SF
Construction Start: Spring 2026
Tentative Sub Com: Fall 2030
GMP Construction Timeline: TBD

General Scope

- ✓ New all-electric multi-story building
- ✓ Includes a theater, health center, teen parent center, and dance studios
- ✓ Track and field relocated to the site of the current structure
- ✓ New softball field and baseball/soccer multiuse field

Project Status

Design Procurement
100%

Design
50%

DDs Complete

Construction
0%

Construction NTP
Pending

Project Update

1	Design Development is complete and documents have been received.
2	Groundbreaking at 10am on May 29, 2026.

Project Floor Plan

See next slide for floor plans

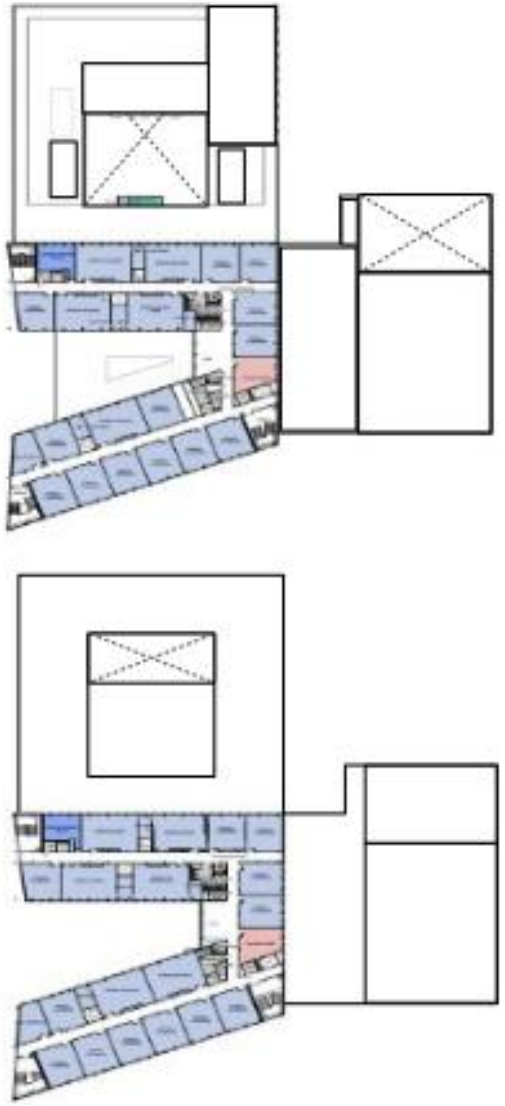
PROCEDEO | PORTLAND Public Schools

Jefferson HS

Floor Plans Levels 1-4

Level 1

Level 2



Levels 3-4

Jefferson HS

Conceptual Rendering of Exterior

In Design

Jefferson HS

Conceptual Rendering of Interior

In Design

Ida B Wells HS Modernization

1151 SW Vermont St, Portland, OR 97219

Senior CM
Drew Schott

Contractor (CMGC)
Hoffman Construction

PPS Zone 1
Christy Splitt

Architect
BORA Architects

Project Budget

Total Budget	CMGC GMP
$449,350,000	GMP: $TBD

Project Overview

Current Phase: In Design
Scope: New Facility
New Facility: 283,867 SF
Construction Start: Winter 2026
Tentative Sub Com: Fall 2030
GMP Construction Timeline: TBD

General Scope

- ✓ New four-story building including instructional spaces for Career Technical Education programs
- ✓ New performing arts, commons, and outdoor spaces
- ✓ Full complement of athletic fields and upgrade of existing fields on the Rieke side
- ✓ The existing pool is not in the scope, but a new pool support building is included

Project Status

Design Procurement
100%

Design
50%

DDs Complete

Construction
0%

Construction NTP
Pending

Project Update

1	Page turn sessions are being scheduled with Stakeholders to review Design Development drawings.
2	Groundbreaking date to be determined.

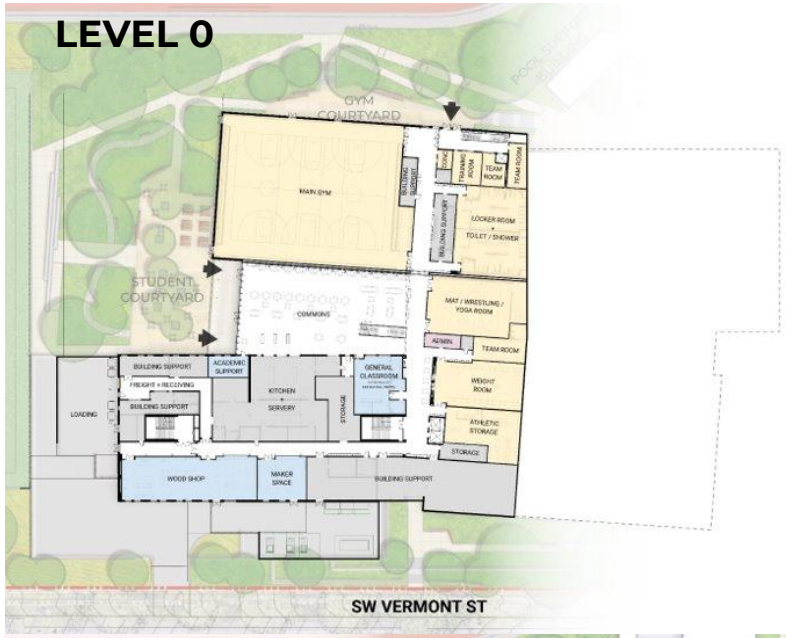
Project Floor Plan

See next slide for floor plans

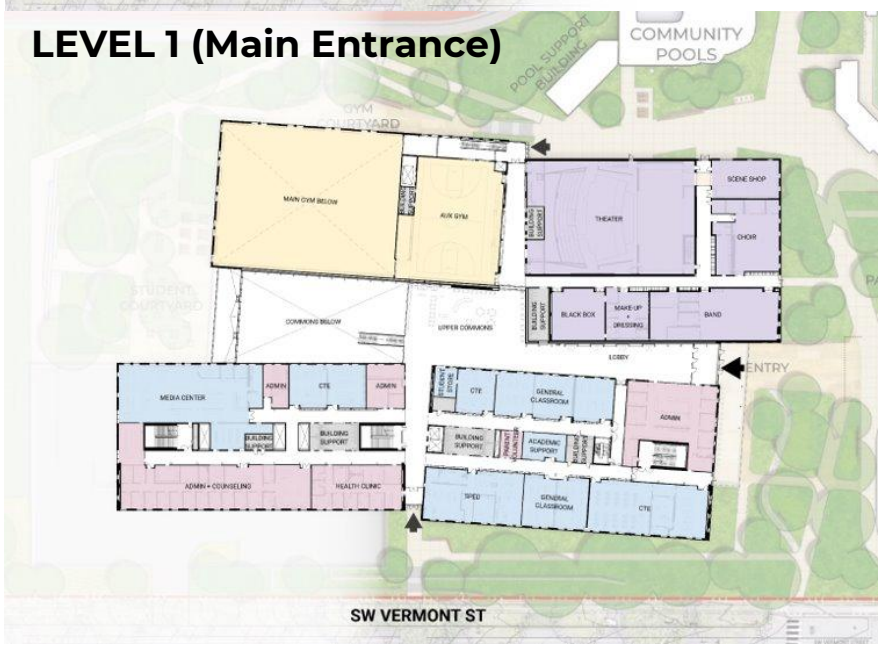
Ida B Wells HS

Floor Plans Levels 0-3

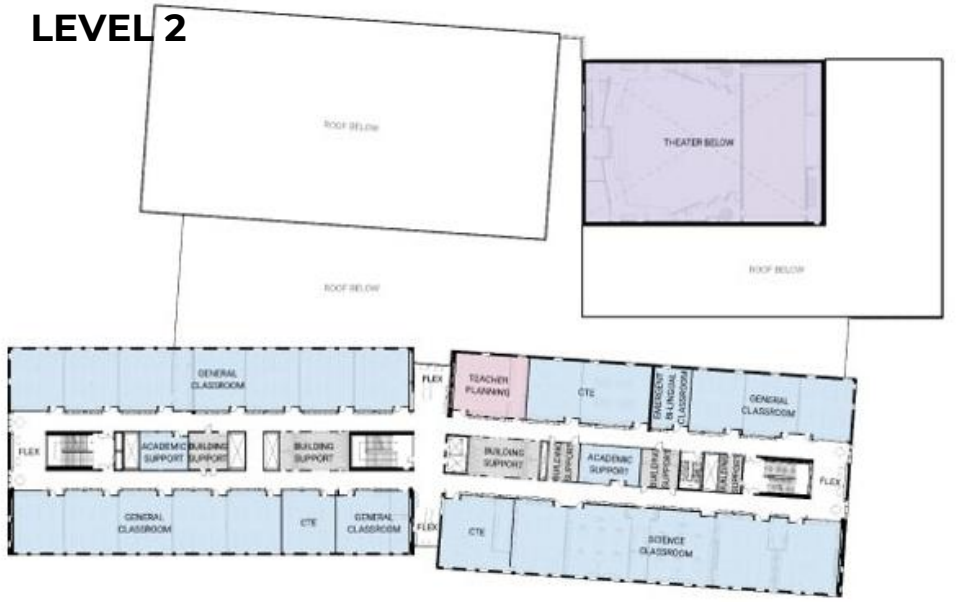
LEVEL 0



LEVEL 1 (Main Entrance)



LEVEL 2



LEVEL 3

Ida B Wells HS

Conceptual Rendering of Aerial View

In Design

Ida B Wells HS

Conceptual Rendering of Exterior

In Design

Grice-Adair Center for Educational Excellence

1 N. Fremont St, Portland, OR 97227

Senior CM
Drew Schott

Contractor (CMGC)
TBD

Architect
TBD

Project Budget

Total Budget	CMGC GMP
$60,000,000	GMP: $TBD

Project Overview

Current Phase: Planning
Scope: Renovations
Renovations: TBD
Construction Start: TBD
Tentative Sub Com: TBD
GMP Construction Timeline: TBD

General Scope

✓ TBD

Project Status

Design Procurement
75%

Design
0%

Construction
0%

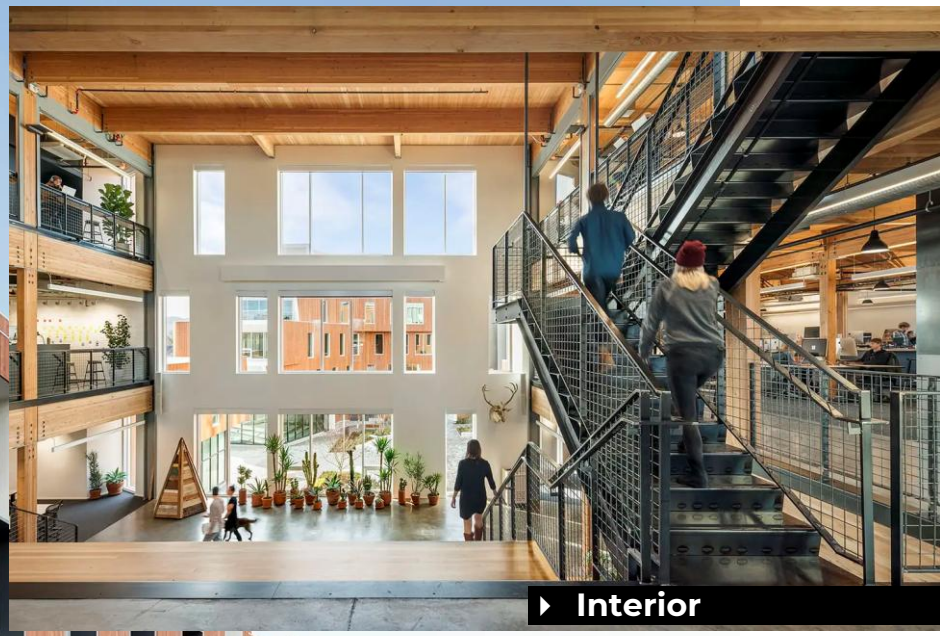
Construction NTP
Pending

Project Update

1	PPS purchased the 1 North building on 12/15
2	18 Architect Engineering firms currently being qualified from RFP process. Board approval targeted for 4/2026
3	Programming upon architectural award

Grice-Adair Center

Exterior

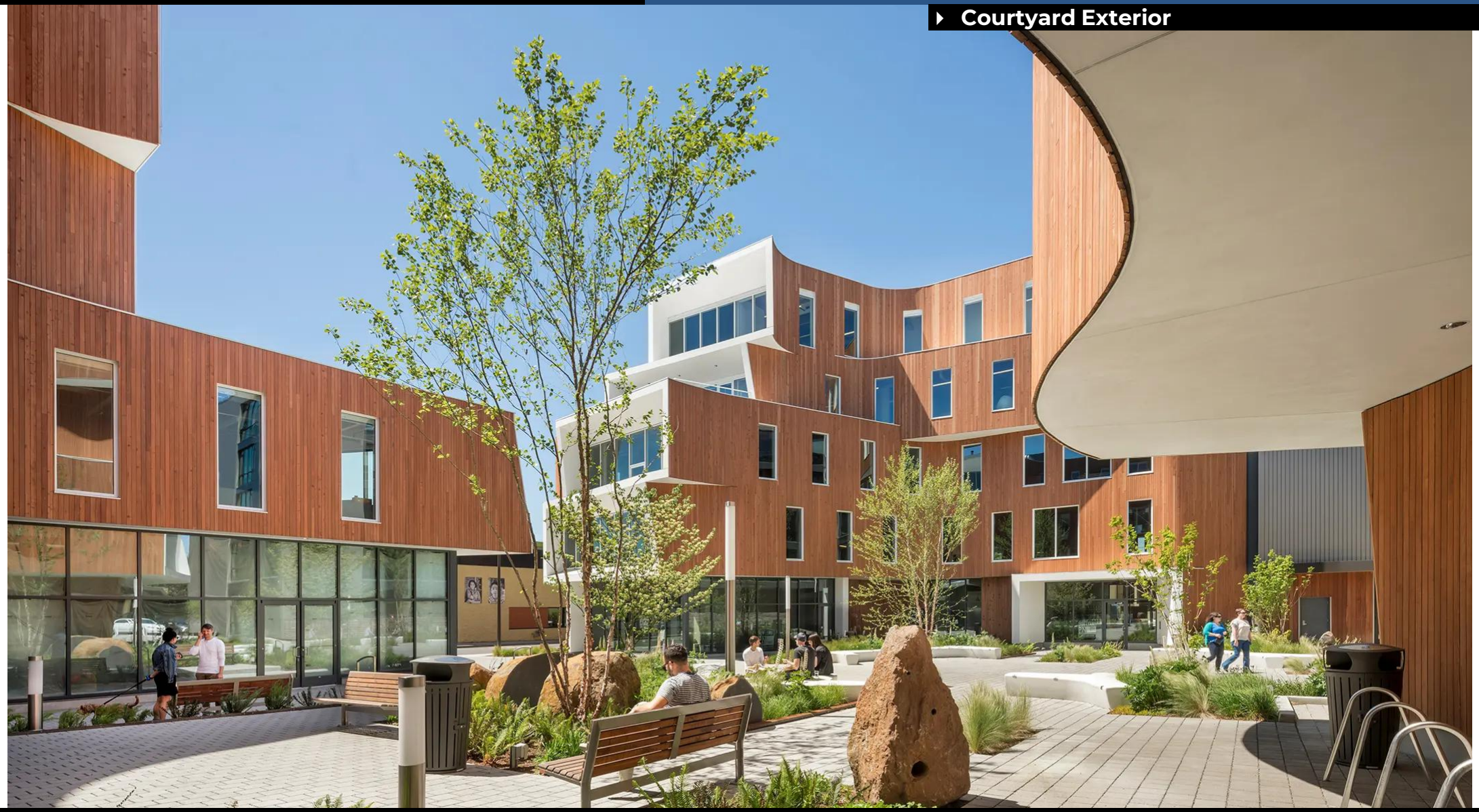


Interior

Planning

Grice-Adair Center

Courtyard Exterior



Consolidated Projects Update

2017 Bond

Re-Roofs w/ Seismic Add Alternate

- Vestal bid due on the 6th
- Marshall, Chavez, and Woodmere bids due on the week of the 9th.

Consolidated Projects Update

2020 Bond

HVAC/Controls

- Bridger and Kelly (Mechanical) in close-out

SPED

- ADA-SPED upgrade projects in close-out

Consolidated Projects Update

2025 Bond

Grant HS

- Permanent Lighting – Directional boring, poles, and lighting installation planned for Spring ‘26, with potential operational readiness as early as April ‘26 and full completion by May ‘26.

Athletics

- Powell Park, Franklin, Lincoln, and Roosevelt fields remain high-priority project carryovers with planned seating and field upgrades.

Consolidated Projects Update

2025 Bond

Marshall MS Athletics Hub

- Turf field, track, tennis court resurfacing and lighting upgrades are in progress; future upper-field redevelopment (multi-sport, baseball-primary, turf complex) is pending land use and AE procurement, likely 2027 to start construction.

Jackson MS Athletics Hub

- The Schematic Design (SD) phase is underway (Notice to Proceed was issued 2/11/26). Track and field reconstruction and drainage scheduled to start June ‘26 as part of a larger multi-phase athletics modernization. The second phase of work to address multi-use field and subsidiary facility needs in queue for land use submission with a planned start in November ‘26.

Questions
Thank you

Contact us

PPS.NET pubinfo@pps.net (503) 916-2000 501 N Dixion, Portland, OR 97227

PORTLAND
Public Schools

PORTLAND PUBLIC SCHOOLS
PURCHASING & CONTRACTING
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-2000
Mailing Address: P. O. Box 3107 / 97208-3107

STAFF REPORT

Date: **February 26, 2026**

To: School Board

From: Paul Williams, Senior Manager, Purchasing & Contracting

Subject: Updates to Public Contracting Rules

BACKGROUND

In 2010, Portland Public Schools developed and adopted a substantial and comprehensive revision to its Public Contracting Rules. These rules were updated in 2012, 2016, 2019, and 2024 to reflect legislative changes to the state Public Contracting Code (ORS Chapter 279A, 279B, and 279C) and revisions to the Attorney General's Model Public Contracting Rules ("Model Rules").

In late 2023, staff introduced a significant update to the District's 2019 Public Contracting Rules to reflect 2023 legislative changes to the Public Contracting Code as well as improve internal alignment, efficiency, and effectiveness. The Policy Committee forwarded most of the Rules updates and revisions to the full Board, which approved them in February 2024. However, the Policy Committee deferred consideration of a few of the proposed updates and recommended that these updates be brought back for consideration at a later time. Two of those remaining proposed updates were discussed at the Policy Committee's February 23, 2026 meeting. The Policy Committee referred the amendments to the full Board for a first reading.

ANALYSIS OF SITUATION

The proposed amendments to the Public Contracting rules before the Board are as follows:

1. Remove Duplicative Amendment Reporting Requirement (PPS 47-0800(4), 48-0320(5)), 49-0910(5))

In 2019, the Board amended the PPS Public Contracting Rules to require staff to report contracts for goods and services, construction, and design where (a) the original contract price exceeded $500,000, (b) amendments caused the new contract price to exceed 125% of the original contract price, and (c) the amendments were not explicitly contemplated in a formal solicitation process and resulting contract (as in the case, for example, of a Request for Proposals for a contract for one year with options to renew for up to five additional years).[1] *See* Redlined Public Contracting Rules at page 96, page 125, and pages 184-185.

[1] Note that this Rules amendment did not align with statute or the Attorney General's Model rules.

The Purchasing & Contracting department already requires contract amendments that exceed 125% of the Board's prior approval to be presented to the Board again for additional approval. The result is that, as a practical matter, the reports are duplicative because the Board has already seen and approved any amendment that exceed 125% of the original contract value.

Staff recommend removing the indicated language to remedy this duplicative and arguably meaningless post-approval amendment reporting requirement.

2. Bring Offer of Judgment Rule (PPS 45-0200(6)) into Alignment with Board Policy on Liability Claims

In an existing rule (PPS 45-0200(4)(b)(F)), the Board has delegated authority to the Superintendent or designee to make an offer of judgment in the course of litigation when the Superintendent and general counsel determine that such offer is in the best interests of the District. *See* Redlined Public Contracting Rules at pages 9-10. However, PPS 45-0200(6) requires that the general counsel draft a privileged memo to the Board explaining the legal basis for the offer of judgment if such offer exceeds $25,000. Staff recommend conforming this rule to the Superintendent's settlement authority in Board Policy 8.60.21-P ($75,000).

FISCAL IMPACT

None

BOARD OPTIONS WITH ANALYSIS

If the Board adopts the proposed amendments to the Public Contracting Rules, (a) amendments that cause a contract to exceed 125% of the Board's maximum prior approval will continue to be placed on the Board's consent agenda before signature and will not require a further report to the Board after signature, and (b) when an offer of judgment is made in the course of litigation that exceeds the Superintendent's settlement authority of $75,000, the General Counsel's office will draft a privileged memo to the Board explaining the legal basis for the offer of judgment.

STAFF RECOMMENDATION

Staff recommend that the Board approve the proposed updates to the Public Contracting Rules.

ATTACHMENTS

A. Redline of 2024 Public Contracting Rules

PORTLAND PUBLIC SCHOOLS

20262024 PUBLIC

CONTRACTING RULES

Table of Contents

PPS DIVISION 45 13
DISTRICT CONTRACTS GENERALLY 13
PPS 45-0000 Generally 13
PPS 45-0100 Definitions 13
AUTHORITY TO APPROVE AND EXECUTE DISTRICT CONTRACTS 13
PPS 45-0200 Authority to Approve District Contracts; Delegation of Authority to Superintendent 13
ETHICS IN CONTRACTING 14
PPS 45-0300 Policy 14
PPS 45-0305 Ethics in the Solicitation and Award of District Contracts 14
PPS 45-0310 Additional Standards of Conduct for Procurement of District Contracts Funded in Whole or in Part by Federal Award 16
PPS 45-0315 Penalties 16
PROCUREMENT FROM QUALIFIED REHABILITATION FACILITIES ("QRF") 17
PPS 45-0405 QRF Definitions 17
PPS 45-0410 Required Procurement of QRF Products or Services 17
PPS 45-0500 Contract Extensions 17
PPS DIVISION 46 18
PUBLIC CONTRACTING RULES APPLICABLE TO ALL PUBLIC CONTRACTS AND PERSONAL SERVICES CONTRACTS 18
PPS 46-0000 Generally 18
PPS 46-0100 Application 18
PPS 46-0110 Definitions 18
PPS 46-0120 Policy 28
PPS 46-0130 Application of the Code and Rules; Exceptions 28
MINORITIES, WOMEN, AND EMERGING SMALL BUSINESSES 30
PPS 46-0210 Subcontracting to and Contracting With Emerging Small Businesses; Disqualification 30
CONTRACT PREFERENCES 32
PPS 46-0300 Preference for Oregon Goods or Services 32
PPS 46-0310 Reciprocal Preferences 33
PPS 46-0320 Preference for Recycled Materials 33

PPS 46-0330 Solicitations and Specifications to Comply With School Board Environmental and Sustainability Policies 34

COOPERATIVE PROCUREMENT 34

PPS 46-0400 Authority for Cooperative Procurements 34

PPS 46-0410 Responsibilities of Administering Contracting Agencies and Purchasing Contracting Agencies 35

PPS 46-0420 Joint Cooperative Procurements 35

PPS 46-0430 Permissive Cooperative Procurements 36

PPS 46-0440 Required Public Notice if Permissive Cooperative Procurement Is Over $250,000 36

PPS 46-0450 Interstate Cooperative Procurements 37

PPS 46-0460 Advertisements of Interstate Cooperative Procurements 37

PPS 46-0470 Protest and Disputes; Cooperative Procurements 38

PPS 46-0480 Contract Amendments; Cooperative Procurements 39

PERSONAL SERVICES CONTRACTS 39

PPS 46-0500 Personal Services Contract Definition 39

PPS 46-0505 Personal Service Contract Formal Selection Procedures 39

PPS 46-0510 PSC Informal Selection Procedures 39

PPS 46-0515 Other Approved Solicitation Methods 40

PPS 46-0520 Flexible Services Contractor Pool 40

PPS 46-0525 PSC Selection by Negotiation 42

PPS 46-0530 PSC Contract Requirements 43

PPS 46-0535 PSC Contract Amendments 43

PPS 46-0600 General Rule: Federal Law Prevails in Case of Conflict 43

PPS 46-0605 Procurements Subject to the Uniform Guidance 43

PPS 46-0610 General Procurement Standards for Contracts Subject to the Uniform Guidance 43

PPS 46-0615 Required Competition 44

PPS 46-0620 Procurement by Micro-Purchases 45

PPS 46-0625 Procurement by Small Purchase Procedures 45

PPS 46-0630 Procurement by Sealed Bids (Formal Advertising) 45

PPS 46-0635 Procurement by Competitive Proposals 46

PPS 46-0640 Procurement by Noncompetitive Proposals 46

PPS 46-0645 Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 47

PPS 46-0650 Procurement of Recovered Materials 47

PPS 46-0655 Contract Cost and Price 47

PPS 46-0660 Federal Awarding Agency or Pass-Through Entity Review 48
PPS 46-0665 Bonding Requirements 48
PPS 46-0670 Mandatory Contract Provisions 48
PPS DIVISION 47 51
PUBLIC CONTRACTING RULES FOR CONTRACTS FOR GOODS AND/OR SERVICES OTHER THAN PERSONAL SERVICES 51
PPS 47-0000 Generally 51
PPS 47-0250 Methods of Source Selection 51
PPS 47-0252 Procurement of Service Contracts Over $250,000 in Compliance With ORS 279B.030 Through 279B.036 51
PPS 47-0255 Competitive Sealed Bidding; One-Step Solicitations Competitive Sealed Bidding 55
PPS 47-0257 Competitive Multistep Sealed Bidding; Multistep Solicitations 57
PPS 47-0260 Competitive Sealed Proposals 58
PPS 47-0261 Procedures for Competitive Range; Multi-Tiered and Multistep Solicitations Multistep Proposals 62
PPS 47-0265 Small Procurements 66
PPS 47-0270 Intermediate Procurements 66
PPS 47-0275 Sole-Source Procurements 67
PPS 47-0280 Emergency Procurements 67
Special procurements (Contracting Exemptions) 67
PPS 47-0285 Special Procurements; Purpose and Application 67
PPS 47-0287 Special Procurements; Request Procedures 68
PPS 47-0288 Approved Class Special Procurements 68
PROCUREMENT PROCESS 76
PPS 47-0300 Public Notice of Solicitation Documents 76
PPS 47-0310 Bids or Proposals Are Offers 77
PPS 47-0320 Facsimile Bids and Proposals 78
PPS 47-0330 Electronic Procurement 78
BID AND PROPOSAL PREPARATION 80
PPS 47-0400 Offer Preparation 80
PPS 47-0410 Offer Submission 80
PPS 47-0420 Pre-Offer Conferences 80
PPS 47-0430 Addenda to Solicitation Document 81
PPS 47-0440 Pre-Closing Modification or Withdrawal of Offers 82
PPS 47-0450 Receipt, Opening, and Recording of Offers; Confidentiality of Offers 82

PPS 47-0460 Late Offers, Late Withdrawals, and Late Modifications 82
PPS 47-0470 Mistakes 83
PPS 47-0480 Time for District Acceptance 84
PPS 47-0490 Extension of Time for Acceptance of Offer 84
QUALIFICATIONS AND DUTIES 84
PPS 47-0500 Responsibility of Bidders and Proposers 84
PPS 47-0525 Qualified Products Lists 84
PPS 47-0550 Prequalification of Prospective Offerors; Pre-Negotiation of Contract Terms and Conditions 85
PPS 47-0560 Request for Qualifications ("RFQ") 86
PPS 47-0575 Debarment of Prospective Offerors 87
OFFER EVALUATION AND AWARD 88
PPS 47-0600 Offer Evaluation and Award 88
PPS 47-0610 Notice of Intent to Award 90
PPS 47-0620 Documentation of Award 90
PPS 47-0630 Availability of Award Decisions 91
PPS 47-0640 Rejection of an Offer 91
PPS 47-0650 Rejection of All Offers 93
PPS 47-0660 Cancellation of Procurement or Solicitation 94
PPS 47-0670 Disposition of Offers if Procurement or Solicitation Canceled 94
LEGAL REMEDIES 94
PPS 47-0700 Protests and Judicial Review of Special Procurements 94
PPS 47-0710 Protests and Judicial Review of Sole-Source procurements 95
PPS 47-0720 Protests and Judicial Review of Multi-Tiered and Multistep Solicitations 95
PPS 47-0730 Protests and Judicial Review of Solicitations 96
PPS 47-0740 Protests and Judicial Review of Contract Award 97
PPS 47-0745 Protests and Judicial Review of Qualified Products List Decisions 97
PPS 47-0750 Judicial Review of Other Violations 98
PPS 47-0760 Review of Prequalification and Debarment Decisions 98
PPS 47-0800 Amendments to Goods or Services Contracts and Price Agreements 99
DIVISION 48 101
CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, PHOTOGRAMMETRIC MAPPING, TRANSPORTATION PLANNING OR LAND SURVEYING SERVICES AND RELATED SERVICES CONTRACTS 101
PPS 48-0100 Application 101
PPS 48-0110 Definitions 101

PPS 48-0120 List of Interested Consultants; Performance Record 102

PPS 48-0130 Applicable Selection Procedures; Pricing Information; Disclosure of Proposals; Conflicts of Interest 103

SELECTION PROCEDURES 107

PPS 48-0200 Direct Appointment Procedure 107

PPS 48-0210 Informal Selection Procedure 109

PPS 48-0220 Formal Selection Procedure 113

PPS 48-0230 Ties Among Proposers 121

PPS 48-0240 Protest Procedures 121

PPS 48-0250 Solicitation Cancellation, Delay, or Suspension; Rejection of All Proposals or Responses; Consultant Responsibility for Costs 122

PPS 48-0260 Two-Tiered Selection Procedure for District Public Improvement Projects 123

PPS 48-0270 Price Agreements 124

PPS 48-0280 FSCP 126

POST-SELECTION CONSIDERATIONS 127

PPS 48-0300 Prohibited Payment Methodology; Purchase Restrictions 127

PPS 48-0310 Expired or Terminated Contracts; Reinstatement 128

PPS 48-0320 Contract Amendments 128

PPS DIVISION 49 130

DISTRICT PUBLIC CONTRACTING RULES FOR CONTRACTS FOR PUBLIC IMPROVEMENTS AND/OR PUBLIC WORKS 130

PPS 49-0100 Application 130

PPS 49-0110 Policies 130

PPS 49-0120 Definitions 130

PPS 49-0130 Competitive Bidding Requirement 130

PPS 49-0140 Contracts for Construction Other Than Public Improvements 130

PPS 49-0146 Class Exemptions; Public Improvement Contracts 131

PPS 49-0150 Emergency Contracts; Bidding and Bonding Exemptions 133

PPS 49-155 Small Procurements 134

PPS 49-0160 Intermediate Procurements; Competitive Quotes and Amendments 134

FORMAL PROCUREMENT RULES 135

PPS 49-0200 Solicitation Documents; Required Provisions; Assignment or Transfer 135

PPS 49-0210 Notice and Advertising Requirements; Posting 138

PPS 49-0220 Prequalification of Offerors 138

PPS 49-0230 Eligibility to Bid or Propose; Registration or License 140

PPS 49-0240 Pre-Offer Conferences 140
PPS 49-0250 Addenda to Solicitation Documents 141
PPS 49-0260 Request for Clarification or Change; Solicitation Protests 141
PPS 49-0270 Cancellation of Solicitation Document 142
PPS 49-0280 Offer Submissions 143
PPS 49-0290 Bid or Proposal Security 144
PPS 49-0300 Facsimile Bids and Proposals 144
PPS 49-0310 Electronic Procurement 145
PPS 49-0320 Pre-Closing Modification or Withdrawal of Offers 146
PPS 49-0330 Receipt, Opening, and Recording of Offers; Confidentiality of Offers 146
PPS 49-0340 Late Bids, Late Withdrawals, and Late Modifications 147
PPS 49-0350 Mistakes 147
PPS 49-0360 First-Tier Subcontractors; Disclosure and Substitution; ITB 148
PPS 49-0370 Disqualification of Persons 150
PPS 49-0380 Bid or Proposal Evaluation Criteria 152
PPS 49-0390 Offer Evaluation and Award; Determination of Responsibility 153
PPS 49-0395 Notice of Intent to Award 155
PPS 49-0400 Documentation of Award; Availability of Award Decisions 155
PPS 49-0410 Time for District Acceptance; Extension 156
PPS 49-0420 Negotiation With Bidders Prohibited 156
PPS 49-0430 Negotiation When Bids Exceed Cost Estimate 156
PPS 49-0440 Rejection of Offers 157
PPS 49-0450 Protest of Contractor Selection, Contract Award 159
PPS 49-0460 Performance and Payment Security; Waiver 161
PPS 49-0470 Substitute Contractor 161
PPS 49-0490 Foreign Contractor 161
ALTERNATIVE CONTRACTING METHODS 162
PPS 49-0600 Alternative Contracting Methods; Purpose 162
PPS 49-0610 Definitions for Alternative Contracting Methods 162
PPS 49-0620 Use of Alternative Contracting Methods 164
PPS 49-0630 Findings, Notice, and Hearing 165
PPS 49-0640 Competitive Proposals; Procedure 167
PPS 49-0645 Requests for Qualifications ("RFQ") 168
PPS 49-0650 Requests for Proposals ("RFP") 169
PPS 49-0660 RFP Pricing Mechanisms 172

PPS 49-0670 Design-Build Contracts 173
PPS 49-0680 Energy Savings Performance Contracts 174
PPS 49-0690 Construction Manager/General Contractor Services ("CM/GC Services") 177
CONTRACT PROVISIONS 182
PPS 49-0800 Required Contract Clauses 182
PPS 49-0810 Waiver of Delay Damages Against Public Policy 182
PPS 49-0815 BOLI Public Works Bond 182
PPS 49-0820 Retainage 183
PPS 49-0830 Contractor Progress Payments 184
PPS 49-0840 Interest 184
PPS 49-0850 Final Inspection 185
PPS 49-0860 Public Works Contracts 185
PPS 49-0870 Specifications; Brand Name Products 186
PPS 49-0880 Records Maintenance; Right to Audit Records 186
PPS 49-0890 District Payment for Unpaid Labor or Supplies 187
PPS 49-0900 Contract Suspension; Termination Procedures 187
CONTRACT AMENDMENTS AND CHANGE ORDERS 187
PPS 49-0910 Public Improvement Contract Amendments and Changes to the Work 187

PPS DIVISION 45

DISTRICT CONTRACTS GENERALLY

PPS 45-0000 Generally

Except as expressly provided in other School Board Policies, PPS divisions 45, 46, 47, 48, and 49 (collectively, the "Portland Public Schools Public Contracting Rules") govern all District Contracts. These division 45 rules address delegation of contracting authority under ORS 279A.075 and 332.075, Ethics in Contracting, and procurement from Qualified Rehabilitation Facilities. Divisions 46, 47, 48, and 49 govern Public Contracts as defined in ORS chapters 279A, 279B, and 279C (the Public Contracting Code). Except as otherwise expressly provided in School Board Policy or these rules, these division 45 rules apply to all District Contracts, including Public Contracts as defined in the Public Contracting Code.

PPS 45-0100 Definitions

As used in the Public Contracting Code and divisions 45, 46, 47, 48, and 49 of these rules, and except as otherwise provided in School Board Policy:

(1) "District Contract" means all Contracts entered into by the District, including Public Contracts subject to the Public Contracting Code and divisions 46, 47, 48, and 49, and all other Contracts or agreements entered into by the District. For the purpose of these Public Contracting Rules, "District Contract" does not include settlements of lawsuits or other claims against the District that continue to be governed by Board Policy 8.60.021-P, or the purchase, conveyance, acceptance, sale, or lease of real property or an interest in real property.

AUTHORITY TO APPROVE AND EXECUTE DISTRICT CONTRACTS

PPS 45-0200 Authority to Approve District Contracts; Delegation of Authority to Superintendent

(1) The District is the Contracting Agency within the meaning of the Public Contracting Code.

(2) Except as otherwise provided in these rules, the powers and duties of the Local Contract Review Board under these rules shall be exercised and performed by the School Board, and the powers and duties of the District under the rules shall be exercised and performed by the Superintendent.

(3) Except as provided in section (4) of this rule or as otherwise expressly authorized in these rules, the School Board shall approve all District Contracts.

(4) Pursuant to ORS 279A.075 and 332.075(3), and except as expressly limited by other School Board Policy, the School Board delegates to the Superintendent the authority to enter into and approve payment on District Contracts in the following circumstances:

- **(a)** The District Contract is within appropriations made by the School Board and is not a collective bargaining agreement or a Service Contract that includes the provision of labor performed by employees of the School District, as defined in ORS 332.075(3); and
- **(b)** In any of the following circumstances:
  - **(A)** The total amount payable by the District under the individual District Contract does not exceed $150,000;
  - **(B)** The District Contract is for routine and customary expenditures, including but not limited to payroll, payroll taxes and benefits, utility bills, and postage;
  - **(C)** Advance authorization has been given by the School Board for the Superintendent to execute a particular District Contract or class of District Contracts;

(D) The District Contract is an Emergency Procurement;

(E) The District Contract is a change order or Contract amendment to a prior-approved Contract authorized under these rules;

(F) An offer of judgment made in the course of litigation in with the District is a party when the Superintendent and general counsel determine that such an offer is in the best interest of the District or is to the District's tactical advantage; or

(G) These rules otherwise expressly authorize the Superintendent to approve the Contract.

(5) The Superintendent may designate in writing any District employee or employees to exercise all or a portion of the Superintendent's powers and duties under these rules.

(6) If the Superintendent authorizes an offer of judgment pursuant to PPS 45-0200(4)(b)(F) in an amount exceeding $75,000~~25,000~~, the superintendent shall request that the general counsel draft a lawyer-client privileged memo to the School Board to explain the legal basis for the offer of judgment.

(7) No district employee or official shall authorize and no contractor shall undertake any work under a district contract prior to full execution of the contract by all authorized signatories. Notwithstanding the forgoing, the Superintendent may authorize work to begin under a contract prior to full execution in the following circumstances:

(a) The contract is an intergovernmental agreement pursuant to ORS chapter 190, the parties have agreed in principal to the terms of the contract, and the only remaining step is circulation of the Contract for approval; or

(b) The contract is an amendment that is subject to approval of the Board of Education because it will increase the cost of the contract above the superintendent's contract approval authority, but the Board approval process will cause a delay in work completion that will prevent timely delivery of essential services. For the purposes of this exception, "essential services" means goods, services, personal services, or construction services necessary for a school to open on time, a class to start on time, a class or program to complete on time, to comply with conditions of grant that is otherwise at risk of loss, or other services critical to timely and complete education of district students. The Superintendent will only authorize such work in cases where the delay is caused by factors outside of the District's control and that could not have been identified when the contract was first negotiated.

ETHICS IN CONTRACTING

PPS 45-0300 Policy

These rules supplement and do not replace the Oregon Government Ethics Law (ORS 244.010 through 244.400). These rules are designed to accomplish the policy of ORS 244.010 that service as a public official is a public trust and that implementation of District Contracting under these rules and the Public Contracting Code should be free of undisclosed conflicts or undue influence.

PPS 45-0305 Ethics in the Solicitation and Award of District Contracts

District officers who participated in the process of development, selection, and award of District Contracts shall comply with the following rules:

(1) Definitions:

(a) **"Business"** means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, and any other legal entity operated for economic gain, but excluding any income producing, not-for-profit corporation that is tax exempt

under section 501(c) of the Internal Revenue Code with which the District officer or relative is associated only as a member or board director or in a non-remunerative capacity. If the business is privately held, the District official or relative is "associated with the business" if the Person is a director, officer, owner, or employee, or in which the Person owns or has owned stock, debt instruments, stock options, or other form of equity interest worth more than $1,000 in the preceding calendar year. If the business is publicly held, the District official or relative is "associated with the business" if the Person is a director or officer or owns or has owned $100,000 or more of stock, debt instruments, stock options, or other form of equity interest in the preceding calendar year. If the District official is required to file a statement of economic interest, "business" also includes a business listed as a source of income as required under ORS 244.060(3).[1]

(b) **"Conflict of interest"** means any action, decision, or recommendation by a District officer in the course of participating in a procurement under these rules that would ("actual conflict of interest") or could ("potential conflict of interest") be to the private pecuniary benefit or detriment of the District officer, a relative of the District officer, or a business with which the District officer or relative is associated. For the purpose of this requirement:

(c) **"District officer"** means any person who is serving the District as an elected official, appointed official, employee, or agent, whether or not the person is compensated for those services.

(d) **"Gift"** means something of economic value given to a public official or the public official's relative without an exchange of valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or the relatives of public officials on the same terms and conditions. "Gift" also includes something of economic value given to a public official or the public official's relative for valuable consideration less than that required from others who are not public officials.

(e) **"Relative"** means:

(A) The District officer's spouse or domestic partner;

(B) Children of the District officer, spouse, or domestic partner;

(C) Siblings, spouses of siblings, or parents of the public official, spouse, or domestic partner;

(D) Any individual for whom the District officer has a support obligation;

(E) Any individual for whom the District officer provides benefits related to the public official's public employment or from whom the District officer receives benefits; and

(F) Any person who resides with the public official.

(2) Disclosure of Conflict of Interest Required. Any District official participating in a District procurement, whether for goods or services, Personal services, Public Works, Public Improvements, or any other District Contract shall disclose actual or potential conflicts of interest.

(a) Appointed District Officials. An appointed District official shall disclose actual or potential conflicts of interest in writing to the District official's appointing authority (the person who has hire-and-fire authority over the official). This writing shall disclose the nature of the conflict and request the appointing authority to dispose of the matter. The appointing authority shall respond in writing by designating an alternate to dispose of the matter or directing the District officer to dispose of the matter as directed by the appointing authority.

[1] The only District officials required to file a statement of economic interest are the Superintendent and the chief financial officer.

(b) Elected District Official or Officials Who Serve on Advisory Boards or Commissions. Such District officials shall publicly announce an actual or potential conflict of interest prior to taking any action on the matter giving rise to the conflict. If the conflict is an actual conflict of interest, the public official shall refrain from participating in the decision or discussion of the issue. If the conflict is only a potential conflict of interest, the public official may participate in the debate and decision following disclosure of the potential conflict.

(3) Gifts. District officers are prohibited from soliciting or receiving gifts with an aggregate value of in excess of $50 in a calendar year from any single source that could reasonably be known to have a legislative or administrative interest in any matter subject to the decision or vote of the District official. For the purpose of this section, a District official is considered a decision-maker in the procurement process if he or she makes decisions or recommendations in regard to the drafting of the procurement, the Solicitation process, the opening, review, or scoring of the Solicitation, or a recommendation or decision to award, correct, or reject a solicitation, or response to or resolution of a protest.

(4) Use of Office for Personal Gain Prohibited. District officers, employees, and agents are prohibited from using their official position for personal gain.

(5) Use of Confidential District Information for Gain Prohibited. District officers, employees, and agents are prohibited from using confidential information gained in the course of the screening and selection procedures for personal financial gain.

PPS 45-0310 Additional Standards of Conduct for Procurement of District Contracts Funded in Whole or in Part by Federal Award

In addition to compliance with ORS 244 and PPS 45-0300 to 45-0305 with District employees, officers and agents in the selection, award, or administration of any contract shall comply with 2 CFR 318(c)(1) regarding procurement of District Contracts funded in whole or in part by Federal award:

(1) No District employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if such person has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of such persons immediate family, such persons partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. A district employer, officer, or agent shall notify such person's appointing authority and shall immediately cease participation in all procurement or award activities relating to or management of such contract.

(2) District officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts supported by a Federal award. This section shall not apply to items that are excluded from the definition of "gift" in ORS 244.020.

(3) A district employer, officer, or agent who violates any of the standards set forth in PPS 45-0310 will be subject to discipline up to and including termination.

PPS 45-0315 Penalties

Any District employee, officer, or agent that fails to comply with PPS 45-0300 to 45-0310 can face investigation or penalty under ORS chapter 244 and/or adverse employment action up to and including termination.

PROCUREMENT FROM QUALIFIED REHABILITATION FACILITIES ("QRF")

PPS 45-0405 QRF Definitions

(1) "QRF" means an activity center or rehabilitation facility, certified as a community rehabilitation program or as a vocational service provider through the Oregon Department of Human Services that the State procurement Office has determined to be qualified under OAR 125-055-0015.

(2) "QRF Procurement List" means a listing of those nonprofit agencies for disabled individuals who currently are qualified, under OAR 125-055-0015, to participate in the program created by ORS 279.835 through 279.850 and includes, as required by ORS 279.850(1), a list of the products and services offered by QRFs and determined by the State Procurement Office, under OAR 125-055-0020, to be suitable for purchase by Contracting Agencies such as the District.

PPS 45-0410 Required Procurement of QRF Products or Services

(1) As required by ORS 279.850(1), if the District intends to procure a Product or service that is listed on the QRF Procurement List, the District shall procure that Product or service, at the Price determined by the State of Oregon Procurement Office, from a QRF if the Product or service is of specifications appropriate to the District's procurement needs and is available within the time required by the District.

(2) The most current QRF Procurement List may be reviewed at the State of Oregon procurement Office Web site at https://dasapp.oregon.gov/qrf/index.aspx.

(3) The Public Contracting Code does not apply to QRF procurements pursuant to ORS 279A.025(4). QRF procurements are therefore exempt from divisions 46, 47, 48, and 49 of these rules.

PPS 45-0500 Contract Extensions

Except as otherwise provided in these rules:

(1) A Current Contract May Be Extended to Complete the Contract Work. If it appears that a District Contract will expire according to its terms before the work provided under the Contract will be completed, the Superintendent may extend the Contract for such period of time necessary to complete the work.

(2) An Expired Contract May Be Reinstated to Complete the Contract Work. If a District Contract inadvertently expires according to its terms before the work provided under the Contract is completed, the Superintendent may reinstate the Contract for such period of time necessary to complete the work. The reinstated Contract shall be deemed to begin upon the expiration of the prior Contract and end upon the termination date set forth in the extension.

(3) A Contract Extension May Not Include Substantive Amendments to the Contract. An extension may not be used to amend or change the scope of the Contract or increase the price of the Contract, except as otherwise may be allowed in these rules. Contract amendments are subject to PPS 46-0480, 47-0800, or 49-0910, depending on the type of Contract.

END OF DIVISION 45

PPS DIVISION 46

PUBLIC CONTRACTING RULES APPLICABLE TO ALL PUBLIC CONTRACTS AND PERSONAL SERVICES CONTRACTS

PPS 46-0000 Generally

These division 46 rules are intended to implement the provisions of ORS 279A applicable to all public procurements, and the provisions of the Uniform Guidance for all District Contracts supported in whole in part by a Federal award. Division 46 also addresses delegation of contracting authority under ORS 279A.075 and 332.075, Contracts for Personal services, and ethics in District Contracting.

PPS 46-0100 Application

(1) Pursuant to ORS 279A.065(5), the District hereby adopts its own public contracting rules ("rules" or "a rule"). Pursuant to ORS 279A.065(1), the Attorney General's Model Rules do not apply to the District. Pursuant to ORS 279A.065(5), the District adopts these rules. These rules consist of the following four divisions:

- **(a)** Division 46 applies to all Public Contracts and implements ORS 279A.
- **(b)** Division 47 applies only to Public Contracts for goods or services and implements ORS 279B.
- **(c)** Division 48 applies only to Public Contracts for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, or Land Surveying services and related service contracts and implements ORS 279C.100 through 279C.125
- **(d)** Division 49 applies only to Public Contracts for Construction services and implements ORS 279C.300 through 279C.910.

(2) Most of these rules are adapted from the Attorney General's Model Rules and the numbering generally tracks the numbering in OAR Chapter 137 divisions 46, 47, 48, and 49. Except where these rules differ from the Model Rules, the District intends its rules to be interpreted consistently with the Model Rules.

(3) These rules apply to Public Contracts first advertised on or after January 1, 2024.

(4) The District shall review the rules each time the Attorney General modifies the Model Rules to ensure compliance with statutory changes. The District may adopt other rules, and modify as necessary, to carry out the provisions of the Public Contracting Code pursuant to ORS 279A.070.

PPS 46-0110 Definitions

As used in the Public Contracting Code and divisions 45, 46, 47, 48, and 49 of these rules, unless the context or a specifically applicable definition requires otherwise:

(1) **Addendum** or **Addenda** means an addition to or deletion from, a material change in, or general interest explanation of a Solicitation Document.

(2) **Administering Contracting Agency** means a governmental body in this state or in another jurisdiction that solicits and establishes the Original Contract for procurement of goods, services, or Public Improvements in a Cooperative Procurement. Administering Contracting Agency includes, for Interstate Cooperative Procurements, any governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules, or regulations, to enter into Public Contracts.

(3) **Award** means, as the context requires, either the act or occurrence of the District's identification of the Person with whom the District shall enter into a Contract following the resolution of any protest of the District's selection of that Person and the completion of all Contract negotiations.

(4) Benefit Company means a corporation or a limited liability company that is incorporated, organized, formed or created under ORS 60.754 and the corporation's articles of incorporation state that the corporation is a benefit company subject to ORS 60.750 to 60.770.

(5) Bid means a written response to an Invitation to Bid.

(6) Bidder means a Person who submits a Bid in response to an Invitation to Bid.

(7) Brand Name or Equal Specification is defined in ORS 279B.200(1) and means a specification that uses one or more manufacturers' names, makes, catalog numbers, or similar identifying characteristics to describe the standard of quality, performance, functionality, or other characteristics needed to meet the District's requirements, and that authorizes Offerors to offer goods or services that are equivalent or superior to those named or described in the specification.

(8) Brand Name Specification is defined in ORS 279B.200(2) and means a specification limited to one or more products, Brand Names, makes, manufacturers' names, catalog numbers, or similar identifying characteristics.

(9) CFR means the Code of Federal Regulations of the United States of America.

(10) Class Special Procurement is defined in ORS 279B.085 and means a contracting procedure that differs from the procedures described in ORS 279B.055, 279B.060, 279B.065, and 279B.070, and is for the purpose of entering into a series of Contracts over time or for multiple projects for the acquisition of a specified class of goods or services.

(11) Closing means the date and time specified in a Solicitation Document as the deadline for submitting Offers.

(12) Code means the Public Contracting Code.

(13) Competitive Sealed Bidding is a procurement process where a Contract is awarded based on price pursuant to the lowest Responsive and Responsible bidder.

(14) Competitive Range means the Proposers with whom the District shall conduct discussions or negotiations if the District intends to conduct discussions or negotiations in accordance with PPS 47-0261 or 49-0650.

(15) Contract means a contract for sale or other disposal, or a purchase, lease, rental or other acquisition, by the District of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Contract" does not include grants.

(1) Contract Price means, as the context requires, the maximum monetary obligation that the District either will or may incur under a Contract, including bonuses, incentives, and contingency amounts, if the Contractor fully performs under the Contract.

(2) Contract Review Board or **Local Contract Review Board** means the District Board of Directors acting as the Local Contract Review Board for the District under ORS 279A.060.

(3) Contracting Agency is defined in ORS 279A.010(1)(b) and means a Public Body authorized by law to conduct a procurement. Contracting Agency includes, but is not limited to, the Director of the Oregon Department of Administrative services and any Person authorized by a Contracting Agency to conduct a procurement on the Contracting Agency's behalf. Contracting Agency does not include the judicial department or the legislative department.

(4) Contractor means the Person with whom the District enters into a Contract and is interchangeable with "Consultant" and "Provider."

(5) Cooperative Procurement is defined in ORS 279A.200 and means a procurement conducted by an Administering Contracting Agency on behalf of one or more governmental bodies. "Cooperative Procurement" includes, but is not limited to, multi-party Contracts and Price Agreements. "Cooperative Procurement" does not include an agreement formed among only governmental bodies under ORS chapter 190 or other legal authority for establishing agreements between or among governmental bodies or agencies or tribal governing bodies or agencies.

(6) Cooperative Procurement Group means a group of authorized Contracting Agencies or other governmental body, domestic or foreign, joined through an intergovernmental agreement for the purposes of facilitating Cooperative Procurements pursuant to ORS 279A.200.

(7) Days means calendar days, except as otherwise specified in these rules.

(8) Designated Procurement Officer means the individual designated and authorized by the Superintendent to perform certain procurement functions described in these rules.

(9) Descriptive Literature means the written information submitted with the Offer that addresses the goods and services included in the Offer.

(10) District means School District No. 1J, Multnomah County, Oregon, doing business as Portland Public Schools.

(16) Disqualification means a disqualification, suspension, or Debarment pursuant to ORS 200.065, 200.075, or 279A.110, or PPS 46-0210.

(17) Electronic Advertisement means the District's Solicitation Document, Request for quotes, Request for Information, or other document inviting participation in the District's procurements available over the Internet via (a) the World Wide Web or some other internet protocol or (b) the District's electronic procurement System.

(18) Electronic Offer means a response to the District's Solicitation Document or Request for quotes submitted to the District via (a) the World Wide Web or some other internet protocol or (b) the District's electronic procurement System.

(19) Electronic Procurement System means an information system that Persons may access through the Internet, using the World Wide Web or some other Internet protocol, or that Persons may otherwise remotely access using a computer that enables Persons to send Electronic Offers and the District to post Electronic Advertisements, receive Electronic Offers, and conduct other activities related to a procurement.

(20) Emergency means circumstances that:

- **(a)** Could not have been reasonably foreseen;
- **(b)** Create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare, or safety; and
- **(c)** Require prompt execution of a Contract to remedy the condition.

(21) Emergency Procurement means a sourcing method pursuant to ORS 279B.080.

(22) Energy Savings Performance Contract means a Public Contract between the District and a Qualified Energy service Company for the identification, evaluation, recommendation, design, and construction of Energy Conservation Measures, including a Design-Build Contract, that guarantee energy savings or performance.

(23) Engineer is defined in ORS 279C.100 and means a Person who is registered and holds a valid certificate in the practice of engineering in the State of Oregon, as provided under ORS 672.002 through 672.325, and includes all terms listed in ORS 672.002(2).

(24) Facsimile means an exact reproduction or copy of graphic or verbal material converted into electrical signals that are transmitted via telephone to produce a paper copy of the material on the receiving fax machine.

(25) Federal Award is defined in 2 CFR §200.38 and means, depending on the context, in either paragraph (a) or (b) of this section:

(a)

(i) The Federal financial assistance that that the District receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR §200.101 Applicability (such as the State of Oregon); or

(ii) The cost-reimbursement contract under the Federal Acquisition Regulations that the District receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR §200.101 (Applicability).

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR §200.40 (Federal financial assistance), or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) "Federal award" does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(26) Findings is defined in ORS 279C.330 and means the justification for an exemption from competitive Bidding for a Contract for a Public Improvement that includes, but is not limited to, information regarding:

(a) Operational, budget, and financial data;

(b) Public benefits;

(c) Value engineering;

(d) Specialized expertise required;

(e) Public safety;

(f) Market conditions;

(g) Technical complexity; and

(h) Funding sources.

(27) Flexible Services Contractor Pool or **FSCP** is a list of qualified contractors determined pursuant to a Request for Qualifications or other method of competitive solicitation with whom the Superintendent may enter into a Contract as provided for in these rules.

(28) Fringe Benefits is defined in ORS 279C.800 and means the amount of:

(a) The rate of contribution irrevocably made by a Contractor or subcontractor to a trustee or to a third person under a plan, fund, or program; and

(b) The rate of costs to the Contractor or subcontractor that may be reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program that is committed in writing to the workers affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday

pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide Fringe Benefits, but only when the Contractor or subcontractor is not required by other federal, state, or local law to provide any of these benefits.

(29) Good-Faith Dispute is defined in ORS 279C.580 and means a documented dispute concerning:

(a) Unsatisfactory job progress;

(b) Defective Work not remedied;

(c) Third-party claims filed or reasonable evidence that claims will be filed;

(d) Failure to make timely payments for labor, equipment, and materials;

(e) Damage to the prime Contractor or subcontractor; or

(f) Reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum.

(30) Goods is defined in ORS 279A.010(1)(i) and means supplies, equipment, materials, and personal property, including any tangible, intangible, and intellectual property and rights and licenses in relation thereto, and combinations of any of the items identified herein.

(31) Goods and Services or **Goods or Services** is defined in ORS 279A.010(1)(j) and means any combinations of any of the items identified in the definitions of "goods" and "services."

(32) Grant is defined in ORS 279A.010(k) and means:

(a) An agreement under which the District receives money, property, or other assistance including, but not limited to, federal assistance that is characterized as a Grant by federal law or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities, or other assets, from a grantor for the purpose of supporting or stimulating a program or activity of the District and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the Grant conditions; or

(b) An agreement under which the District provides money, property, or other assistance including, but not limited to, federal assistance that is characterized as a Grant by federal laws or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities, or other assets, to a recipient for the purpose of supporting or stimulating a program or activity of the recipient, and in which no substantial involvement by the District is anticipated in the program or activity other than involvement associated with monitoring compliance with the Grant conditions.

(c) Grant does not include a Public Contract:

(A) For a Public Improvement or Public Works, as defined in ORS 279C.800, or

(B) For Emergency Work, minor alterations, or ordinary repair or maintenance necessary to preserve a Public Improvement, when under the Public Contract:

(i) The District pays moneys that the District has received under a Grant, and

(ii) Such payment is made in consideration for Contract performance intended to realize or to support the realization of the purposes for which Grant funds were provided to the District.

(33) Interstate Cooperative Procurement is defined in ORS 279A.200 and means a Permissive Cooperative Procurement in which the Administering Contracting Agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules, or regulations to enter into Public

Contracts and in which one or more of the participating governmental bodies are located outside of their state.

(34) Invitation to Bid or **ITB** means the Solicitation Document issued to invite Offers from prospective Contractors under either ORS 279B.055 or 279C.335.

(35) Joint Cooperative Procurement is defined in ORS 279A.200 and means a Cooperative Procurement that identifies:

(a) The participating governmental bodies or the Cooperative Procurement Group;

(b) The Contract requirements or estimated Contract requirements for Price Agreements.

(36) Land Surveyor is defined in ORS 279C.100(4) and means a Person who is registered and holds a valid certificate in the practice of land surveying in the State of Oregon as provided under ORS 672.002 through 672.325, and includes all terms listed in ORS 672.002(5).

(37) Life Cycle Cost means the total cost to the District of acquiring, operating, supporting, and (if applicable) disposing of the items being acquired.

(38) Life-Cycle Costing means the various quantifiable cost factors, in addition to the acquisition cost of goods or services (also referred to in this rule as "product, equipment, and service, separately or in any combination thereof").

(39) Locality is defined in ORS 279C.800 and means the following district in which the Public Works, or the major portion thereof, is to be performed: District 2, composed of Clackamas, Multnomah, and Washington Counties.

(40) Lowest Responsible Bidder means the lowest bidder who:

(a) Has substantially complied with all prescribed Public Contracting procedures and requirements;

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

(c) Has not been Debarred or disqualified by the District under ORS 279B.130 or 279C.440; and

(d) Is not on the list created by the Oregon Construction Contractors Board under ORS 701.227, if the advertised Contract is a Public Improvement Contract.

(41) Model Rules means the Attorney General's Model Rules of Procedure for Public Contracting as required under ORS 279A.065.

(42) Nonprofit Procurement Organization means a local, state, or national organization formed as a tax-exempt entity under the United States Internal Revenue Code for the purpose of conducting large-scale or volume-competitive procurements as an agent for its governmental and/or nonprofit members in order to obtain the most favorable pricing or terms.

(43) Nonresident Bidder is defined in ORS 279A.120 and means a bidder who is not a resident bidder.

(44) OAR means the Oregon Administrative Rules.

(45) Offer means a written offer to provide goods or services in response to a Solicitation Document.

(46) Offeror means a Person who submits an Offer.

(47) Opening means the date, time, and place specified in the Solicitation Document for the public opening of Offers.

(11) ORS means the Oregon Revised Statutes.

(12) Original Contract is defined in ORS 279A.200(f) and means the initial Contract or Price Agreement solicited and awarded during a Cooperative Procurement by an Administering Contracting Agency.

(13) Permissive Cooperative Procurement is defined in ORS 279A.200 and means a Cooperative Procurement in which the Purchasing Contracting Agencies are not identified.

(14) Person means any of the following with legal capacity to enter into a Contract: individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation, or any other legal or commercial entity.

(15) Personal Services means the services or type of services performed under a Personal services Contract as defined in PPS 46-0500.

(16) Personal Services Contract or **PSC** is a Contract primarily for Personal services as designated in these rules. Personal services contract does not include a Contract for the services of an Architect, Engineer, Land Surveyor or Provider of Related Services (as defined in ORS 279C.100).

(17) Prevailing Rate of Wage is defined in ORS 279C.800 and means the rate of hourly wage, including all Fringe Benefits, paid in the Locality to the majority of workers employed on projects of similar character in the same trade or occupation, as determined by the Commissioner of the Bureau of Labor and Industries.

(18) "Price Agreement means a Public Contract for the procurement of goods or services at a set price with:

(a) No guarantee of a minimum or maximum purchase; or

(b) An initial order or minimum purchase combined with a continuing Contractor obligation to provide goods or services in which the District does not guarantee a minimum or maximum additional purchase.

(19) Procurement is defined in ORS 279A.010(1)(w) and means the act of purchasing, leasing, renting, or otherwise acquiring goods or services. Procurement includes each function and procedure undertaken or required to be undertaken by the District to enter into a Public Contract, administer a Public Contract, and obtain the performance of a Public Contract under the Public Contracting Code.

(20) Procurement Description is defined in ORS 279B.005(1)(b) and means the words used in a solicitation to describe the goods or services to be procured. "Procurement Description" includes specifications attached to or made a part of the Solicitation.

(21) Product Sample means the exact goods or a representative portion of the goods offered in an Offer, or the goods requested in the Solicitation Documents as a sample.

(22) Proposal means a written response to a Request for proposal.

(23) Proposer means a Person who submits a proposal in response to a Request for proposal.

(24) Public Agency is defined in ORS 279C.800(5) and means the State of Oregon or any political subdivision thereof, or any county, city, district, authority, public corporation, or entity, and any instrumentality thereof organized and existing under law or charter.

(25) Public Body is defined in ORS 279A.010(1)(y) and has the meaning given that term in ORS 174.109.

(26) Public Contracting is defined in ORS 279A.010(1)(aa) and means procurement activities described in the Public Contracting Code relating to obtaining, modifying, or administering Public Contracts or Price Agreements.

(27) Public Improvement is defined in ORS 279A.010 and means a project for construction, reconstruction, or major renovation on real property by or for the District. "Public Improvement" does not include:

(a) Projects for which no funds of the District are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(b) Emergency Work, minor alteration, or ordinary repair or maintenance necessary to preserve a Public Improvement.

(28) Public Improvement Contract means a Public Contract for a Public Improvement. "Public Improvement Contract" does not include a Public Contract for Emergency Work, minor alterations, or ordinary repair or maintenance necessary to preserve a Public Improvement.

(29) (a) Public Works is defined in ORS 279C.800 and includes, but is not limited to:

(A) Roads, highways, buildings, structures, and improvements of all types, the construction, reconstruction, major renovation, or painting of which is carried on or contracted for by any Public Agency to serve the public interest;

(B) A project that uses $750,000 or more funds of a public agency for constructing, reconstructing, painting or performing a major renovation on a road, highway, building, structure, or improvement of any;

(C) A project that uses funds of private entity for construction a privately owned road, highway, building, structure, or improvement of any type a public agency will use or occupy 25 percent or more of the square footage of the completed project;

(A) Notwithstanding the provisions of ORS 279C.810 (Exemptions) (2)(a), (b) and (c), a device, structure or mechanism, or a combination of devices, structures or mechanisms, that:

(i) Uses solar radiation as a source for generating heat, cooling or electrical energy; and

(ii) Is constructed or installed, with or without using funds of a public agency, on land, premises, structures or buildings that a public body, as defined in ORS 174.109 ("Public body" defined), owns; or

(B) Notwithstanding paragraph (b)(A) of this subsection and ORS 279C.810 (Exemptions) (2)(b) and (c), construction, reconstruction, painting or major renovation of a road, highway, building, structure or improvement of any type that occurs, with or without using funds of a public agency, on real property that a public university listed in ORS 352.002 (Public universities) owns.

(b) Public Works does not include:

(A) Reconstructing or renovating privately owned property that a public agency leases; or

(B) A private nonprofit entity's renovation of publicly owned real property that is more than 75 years old if:

(i) The real property is leased to the private nonprofit entity for more than 25 years;

(ii) Funds of a Public Agency used in the renovation do not exceed 15 percent of the total cost of the renovation; and

(iii) Contracts for the renovation were advertised or, if not advertised, were entered into before July 1, 2003, but the renovation has not been completed on or before July 13, 2007.

(30) Purchase Order means the District's document to formalize a purchase transaction with a Provider. Acceptance of a Purchase Order constitutes a Public Contract. The District's use of a Purchase Order shall comply with the Public Contracting Code and these rules.

(31) Purchasing Contracting Agency is defined in ORS 279A.200(1)(h) and means a governmental body that procures goods, services, or Public Improvements from a Contractor based on the Original Contract established by an Administering Contracting Agency.

(32) QBS means the qualifications-based selection process mandated by ORS 279C.110 for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services and Related services Contracts under certain circumstances.

(33) Recycled Materials means recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as defined in ORS 279A.010(1)(ii)).

(34) Recycled Product is defined in ORS 279A.010(1)(ii) and means all materials, goods, and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste, with not less than 10 percent of its total weight consisting of Post-consumer Waste. "Recycled Product" includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

(35) Request for Proposal or **RFP** is defined in ORS 279B.005 and means all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals in accordance with either ORS 279B.060 or 279C.405 and related rules.

(36) Request for Qualifications or **RFQ** means a written document issued by the District to which Contractors respond in writing by describing their experience with and qualifications for the services, Personal services, or Architectural, Engineering or Land Surveying services, or Related services, described in the solicitation document.

(37) Request for Quotes means a written or oral request for prices, rates, or other conditions under which a potential Contractor would provide goods or perform services, Personal services, or Public Improvements described in the request.

(38) Responsible means meeting the standards set forth in PPS 47-0640 or 49-0390(2), and not Debarred or disqualified by the District under PPS 47-0575 or 49-0370.

(39) Resident Bidder is defined in ORS 279A.120 and means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this state, and has stated in the bid whether the bidder is a "Resident bidder."

(40) Responsible Offeror means a Person who has submitted an Offer and met the standards set forth in PPS 47-0500 or PPS 49-0390(2), and who has not been Debarred or disqualified by the District under PPS 47-0575 or 49-0370, respectively. When used alone, "Responsible" means meeting the aforementioned standards.

(41) Responsive means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements.

(42) Responsive Offer means, as the context requires, a Responsive Bid, Responsive Proposal or other Offer that substantially complies in all material respects with applicable solicitation requirements.

(43) Retainage is defined in ORS 279C.550 and means the difference between the amount earned by a Contractor on a Public Contract and the amount paid on the Contract by the District.

(44) Revenue Contract means a Contract where the District is providing goods or services to another party for compensation. Revenue Contracts are typically intergovernmental agreements with other education or education-related social service providers, or Contracts with other community partners in furtherance of the District's educational mission.

(45) School Board means the District Board of Directors acting as the governing body of the District pursuant to ORS chapter 332.

(46) Secondary Waste Content or **Secondary Waste Materials** is defined in ORS 279A.010(1)(jj) and means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value. "Secondary Waste Materials" includes post-consumer waste. "Secondary Waste Materials" does not include excess virgin resources of the manufacturing process. For paper, "Secondary Waste Materials" does not include fibrous waste generated during the manufacturing process, such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process.

(47) Services is defined in ORS 279A.010(1) and means services other than Personal services designated under PPS 46-0500 and ORS 279A.055.

(48) Signature means any written mark, word, or symbol that is made or adopted by a Person with the intent to be bound and that is attached to or logically associated with a written document to which the Person intends to be bound.

(49) Signed means, as the context requires, that a written document contains a signature or that the act of making a signature has occurred.

(50) Solicitation Document means an Invitation to Bid, a Request for proposals, Request for quotes, or other similar document issued to invite Offers from prospective Contractors under ORS chapter 279B or 279C. The following are not "Solicitation Documents" unless they invite Offers from prospective Contractors: a Request for Qualifications, a prequalification of bidders, a request for information, a sole-source notice, an approval of a Special procurement, or a request for product prequalification. A project-specific selection document under a Price Agreement that has resulted from a previous Solicitation Document is not itself a Solicitation Document.

(51) Solicitation file is a physical or electronic file containing documents relating to a specific procurement or procurements that is maintained in the District's procurement Division or in another District department or division that is responsible for the procurement.

(52) Specifications means, with respect to goods or services, any description of the physical or functional characteristics of, or of the nature of, goods or services to be procured by the District, including any requirement for inspecting, testing, or preparing goods or services for delivery and the quantities or qualities of materials to be furnished under the Contract. See ORS 279B.200(3). With respect to Public Improvements, "specifications" generally means any description of the result to be obtained and may, on occasion, describe the method and manner of doing the work to be performed.

(53) Superintendent means the District Superintendent or the Superintendent's designee.

(54) Uniform Guidance means 2 CFR Part 200—Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal awards. The Uniform Guidance applies to all District Contracts funded in whole or in part by Federal award.

(55) :

(a) Veteran means an individual who Served on active duty with the Armed Forces of the United States:

(A) For a period of more than 90 consecutive days beginning on or before January 31, 1955, and was discharged or released under honorable conditions;

(B) For a period of more than 178 consecutive days beginning after January 31, 1955, and was discharged or released from active duty under honorable conditions;

(C) For 178 days or less and was discharged or released from active duty under honorable conditions because of a service-connected disability;

(D) For 178 days or less and was discharged or released from active duty under honorable conditions and has a disability rating from the United States Department of Veterans Affairs; or

(E) For at least one day in a combat zone and was discharged or released from active duty under honorable conditions;

(i) Received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions;

(ii) Is receiving a nonservice-connected pension from the United States Department of Veterans Affairs;

(iii) Is a disabled veteran, as defined in ORS 408.225; or

(iv) Has been a reserve officer or member of a National Guard unit for at least five years before the individual seeks a certification under ORS 200.055.

(b) As used in paragraph (a) of this subsection, "active duty" does not include attendance at a school under military orders, except schooling incident to an active enlistment or a regular tour of duty, or normal military training as a reserve officer or member of an organized reserve or a National Guard unit.

(56) Work means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract, and successful completion of all duties and obligations imposed by the Contract.

(57) Writing means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression, intended to represent or convey particular ideas or meanings. "Writing," when required or permitted by law, or required or permitted in a Solicitation Document, also means letters, characters, and symbols made in electronic form and intended to represent or convey particular ideas or meanings.

(58) Written means existing in writing.

PPS 46-0120 Policy

The District shall conduct Public Contracting to further the policies set forth in ORS 279A.015, elsewhere in the Code, and in these rules.

PPS 46-0130 Application of the Code and Rules; Exceptions

(1) Except as set forth in this section, the District shall exercise all rights, powers, and authority related to Public Contracting in accordance with the Public Contracting Code and these rules.

(2) The District may make a procurement without competitive sealed bidding, competitive sealed Proposals, or other competition required under ORS 279B.050 through 279B.085 or PPS 47-0255 through 47-0670, provided the procurement is made under 10 U.S.C. 381, the Electronic Government Act of 2002 (P.L. 107-347), or other federal law that is, as determined by the Local Contract Review Board, similar

to 10 U.S.C. 381 or section 211 of the Electronic Government Act of 2002, in effectuating or promoting transfers of property to the District.

(3) Except as expressly provided herein, these rules do not apply to the Contracts or classes of Contracts described in ORS 279A.025(2), including the following District Contracts:

(a) Contracts between the District and:

(A) Another Contracting Agency;

(B) The Oregon Health and Science University;

(A) A public university listed in ORS 352.002;

(B) The Oregon State Bar;

(C) A governmental body of another state;

(D) The federal government;

(E) An American Indian tribe or an agency of an American Indian tribe;

(F) A nation, or a governmental body in a nation, other than the United States; or

(G) An intergovernmental entity formed between or among:

(i) Governmental bodies of this or another state;

(ii) The federal government;

(iii) An American Indian tribe or an agency of an American Indian tribe;

(iv) A nation other than the United States; or

(v) A governmental body in a nation other than the United States.

(b) Agreements authorized by ORS chapter 190 or by a statute, charter provision, ordinance, or other authority for establishing agreements between or among governmental bodies or agencies or tribal governing bodies or agencies;

(c) Insurance and service Contracts as provided for under ORS 414.115, 414.125, 414.135, and 414.145 for purposes of source selection;

(d) Grants;

(e) Contracts for professional or expert witnesses or Consultants to provide services or testimony relating to existing or potential litigation or legal matters in which a Public Body is or may become interested;

(f) Acquisitions or disposals of real property or interest in real property;

(g) Sole-source expenditures when rates are set by law or ordinance for purposes of source selection;

(h) Contracts for the procurement or distribution of textbooks;

(i) Procurements by the District from an Oregon Corrections Enterprises program;

(j) Contracts, agreements, or other documents entered into, issued, or established in connection with:

(A) The issuance of obligations, as defined in ORS 286A.100 and 287A.310, of a Public Body;

(B) Program loans and similar extensions or advances of funds, aid, or assistance that a Public Body makes to a public or private body for the purpose of carrying out, promoting, or sustaining activities or programs authorized by law; or

(C) The investment of funds by a Public Body as authorized by law, and other financial transactions of a Public Body that by their character cannot practically be established under the competitive Contractor selection procedures of ORS 279B.050 through 279B.085;

(k) Contracts for employee benefit plans as provided in ORS 243.105 (1), 243.125 (4), 243.221, 243.275, 243.291, 243.303, and 243.565;

(l) Contracts for employee benefit plans as provided in ORS 243.860 through 243.886; or

(m) Any other Public Contracting of a Public Body specifically exempted from the Code by another provision of law.

(4) Rules adopted to implement ORS 279A.200 to 279A.225 and 279B.050 to 279B.085 do not apply to Contracts made with qualified non-profit agencies providing employment opportunities for individuals with disabilities under ORS 279.835 through 279.855.

MINORITIES, WOMEN, AND EMERGING SMALL BUSINESSES

PPS 46-0210 Subcontracting to and Contracting With Emerging Small Businesses; Disqualification

(1) For the purposes of ORS 279A.105, a subcontractor certified under ORS 200.055 as an emerging small business is located in or draws its workforce from economically distressed areas if:

(a) Its principal place of business is located in an area designated as economically distressed under administrative rules adopted by the Oregon Business Development Department; or

(b) The Contractor certifies in a signed writing to the District that a substantial number of the subcontractor's employees, or subcontractors that will manufacture or provide the goods or perform the services or Personal services under the Contract reside in an area designated as economically distressed under administrative rules adopted by the Oregon Business Development Department. For the purposes of making the foregoing determination, the District shall determine in each particular instance what proportion of a Contractor's or subcontractor's employees or subcontractors constitutes a substantial number.

(2) The District shall include in each Solicitation Document a requirement that Offerors certify in their Offers, in a form prescribed by the District, that the Offeror has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a women-owned business, an emerging small business or a veteran-owned business.

(3) Disqualification.

(a) The District may disqualify a Person from consideration for award of the District's Contracts under ORS 200.065(5), or suspend a Person's right to bid on or participate in any Contract under ORS 200.075(1), after providing the Person with notice and a reasonable opportunity to be heard in accordance with Sections (4)(b) and (c) of this rule.

(a) The District shall provide written notice to the Person of a proposed Disqualification. The District shall deliver the written notice by personal service or by registered or certified mail, return receipt requested. This notice shall:

(A) State that the District intends to disqualify or suspend the Person;

(B) Set forth the reasons for the Disqualification;

(C) Include a statement of the Person's right to a hearing if requested in writing within the time stated in the notice and that if the District does not receive the Person's written request for a hearing within the time stated, the Person shall have waived its right to a hearing;

(D) Include a statement of the authority under which the hearing will be held;

(E) Include a reference to the particular sections of the statutes and rules involved;

(F) State the proposed Disqualification period; and

(G) State that the Person may be represented by legal counsel.

(b) Hearing. The District shall schedule a hearing upon the District's receipt of the Person's timely hearing request. Within a reasonable time prior to the hearing, The District shall notify the Person of the time and place of the hearing and provide information on the procedures, right of representation, and other rights related to the conduct of the hearing. The Contract Review Board may hold the hearing or may designate a hearings officer to conduct the hearing.

(c) Notice of Disqualification. The District shall provide written notice of the Disqualification to the Person. The District shall deliver the written notice by person service or by registered or certified mail, return receipt requested. The notice shall contain:

(A) The effective date and period of Disqualification;

(B) The grounds for Disqualification; and

(C) A statement of the Person's appeal rights and applicable appeal deadlines.

(4) Contract and Subcontract Conditions. If the District awards a Contract to an Offeror that has been determined to be responsible under ORS 200.005(8)[2] and 200.045(3),[3] or awards a Contract under ORS 279A.100:[4]

(a) The District shall provide, as a material condition of the Contract:

(A) That the Contractor shall maintain its certification under ORS 200.055 throughout the term of the Contract and any extensions (if the Contracting Agency used the certification as a factor in or as a basis for the award of the Contract);

(B) That the Contractor shall promptly pay each subcontractor that is certified under ORS 200.055 in accordance with ORS 279B.220, or ORS 279C.570 and 279C.580, whichever apply to the Contract;

(C) That the Contractor shall include, in any subcontract the Contractor establishes in connection with the Contract, a provision that requires the subcontractor to maintain the subcontractor's certification under ORS 200.055 throughout the term of the subcontract and any extensions (if the Contractor used the certification as a factor in or as a basis for the award of the subcontract);

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[2] A bidder or proposer that the Governor's Policy Advisor for Economic and Business Equity determines has undertaken both a policy and a practice of actively pursuing participation by minority-owned businesses, women-owned businesses, businesses that veterans own or emerging small businesses in all of the bidder's or proposer's bids or proposals, both public and private.

[3] A bidder or proposer has made good faith efforts to encourage required participants to participate by taking all of the actions list in ORS 200.045(3).

[4] An affirmative action program adopted under ORS 279A.100 for goods and services contracts or any other contract under $50,000.

(D) That the District may require the Contractor to terminate a subcontract with a subcontractor that fails to maintain its certification under ORS 200.055 throughout the term of the subcontract and any extensions.

(b) In the administration of Contracts that are subject to section (5) of this rule, the District shall verify the Contractor's and any subcontractor's compliance with Subsection (5)(a) of this rule.

(c) Subparagraph (4)(a)(A) of this section does not apply to an emerging small business that ceases to qualify as a tier one firm or a tier two firm (as ORS 200.005 defines those terms) due to the growth in the business's number of full-time equivalent employees or in average annual gross receipts during the term of the Contract. This section (5) does not apply to an emerging small business for which a certification under ORS 200.055 expires during the term of the Contract or any extensions.

CONTRACT PREFERENCES

PPS 46-0300 Preference for Oregon Goods or Services

(1) Tiebreaker Preference and Award When Offers Identical. Under ORS 279A.120, when the District receives Offers identical in price, fitness, availability, and quality and chooses to award a Contract, the District shall award the Contract based on the following order of precedence:

(a) The District shall award the Contract to the Offeror among those submitting identical Offers who is offering goods or services, or both, or Personal services that are manufactured, produced, or to be performed in Oregon.

(b) If two or more Offerors submit identical Offers and they all offer goods or services, or both, or Personal services, that are manufactured, produced, or to be performed in Oregon, the District shall award the Contract by drawing lots among the identical Offers. The District shall provide the Offerors who submitted the identical Offers notice of the date, time, and location of the drawing of lots, and an opportunity for these Offerors to be present when the lots are drawn.

(c) If the District receives identical Offers and none of the identical Offers offer goods or services, or both, or Personal services, that are manufactured, produced, or to be performed in Oregon, then the District shall award the Contract by drawing lots among the identical Offers. The District shall provide to the Offerors who submitted the identical Offers notice of the date, time, and location of the drawing of lots, and an opportunity for these Offerors to be present when lots are drawn.

(2) Determining if Offers Are Identical. The District shall consider Offers identical in price, fitness, availability, and quality as follows:

(a) Bids received in response to an Invitation to Bid are identical in price, fitness, availability, and quality if the Bids are Responsive and offer the goods or services, or both, or Personal services, described in the Invitation to bid at the same price.

(b) Proposals received in response to a Request for proposal are identical in price, fitness, availability, and quality if they are Responsive and achieve equal scores when scored in accordance with the evaluation criteria set forth in the Request for proposal.

(c) Offers received in response to a Special procurement conducted under ORS 279B.085 are identical in price, fitness, availability, and quality if, after completing the contracting procedure approved by the Contract Review Board, the District determines, in writing, that two or more Proposals are equally advantageous to the District.

(d) Offers received in response to an intermediate procurement conducted pursuant to ORS 279B.070 are identical if the Offers equally best serve the interests of the District in accordance with ORS 279B.070(4).

(3) Determining if Goods or Services or Personal Services Are Manufactured or Produced in Oregon. In applying section (1) of this rule, the District shall determine whether a Contract is predominantly for goods, services, or Personal services and then use the predominant purpose to determine if the goods, services, or Personal services are manufactured, produced, or performed in Oregon. The District may request, either in a Solicitation Document, following Closing, or at any other time the District determines is appropriate, any information the District may need to determine if the goods, services, or Personal services are manufactured or produced in Oregon. The District may use any reasonable criteria to determine if goods, services, or Personal services are manufactured, produced, or performed in Oregon, provided that the criteria reasonably relate to that determination, and provided that the District applies those criteria equally to each Offer.

(4) Procedure for Drawing Lots. When this rule calls for the drawing of lots, the District shall draw lots by a procedure that affords each Offeror subject to the drawing a substantially equal probability of selection and that does not allow the Person making the selection the opportunity to manipulate the drawing of lots to increase the probability of selecting one Offeror over another.

(5) Discretionary Preference and Award. Under ORS 279A.128, the District may provide, in a Solicitation Document for goods, services, or Personal services, a specified percentage preference of not more than 10 percent for (i) goods fabricated or processed entirely in Oregon or services or Personal services performed entirely in Oregon or (ii) for goods or services provided by a benefit company that is incorporated, organized, formed or created under ORS 60.754 and has the majority of the benefit company's regular, full-time workforce located in this state, if the goods or services cost not more than five percent more than the goods or services available from a contractor that is not a benefit company. When the District provides for a preference under this section and more than one Offeror qualifies for the preference, the District may give a further preference to a qualifying Offeror that resides in or is headquartered in Oregon. The District may establish a preference percentage higher than 10 percent by written order that finds Good Cause to establish the higher percentage and that explains the District's reasons and evidence for finding Good Cause to establish a higher percentage. The District may not apply the preferences described in this section in a procurement for Emergency Work, minor alterations, ordinary repairs or maintenance of public improvements, or construction Work that is described in ORS 297C.320.

PPS 46-0310 Reciprocal Preferences

(1) When evaluating Bids pursuant to PPS 47-0255 through 47-0257, 49-0390, or PPS 49-0640 through 49-0660, the District shall add a percentage increase to the Bid of a Nonresident bidder equal to the percentage, if any, of the preference that would be given to that bidder in the state in which the bidder resides. The District may rely on the list prepared and maintained by the Oregon Department of Administrative services pursuant to ORS 279A.120(4) to determine whether the Nonresident bidder's state gives preference to in-state bidders and the amount of such preference.

PPS 46-0320 Preference for Recycled Materials

(1) Notwithstanding provisions of law requiring the District to award a Contract to the lowest or best Offeror, and in accordance with section (2) of this rule, the District may give preference to the procurement of goods manufactured from Recycled Materials whenever the District uses competitive sealed bidding or competitive sealed Proposals and as set forth in this rule.

(2) In comparing goods from two or more Offerors, if at least one Offeror Offers goods manufactured from Recycled Materials and at least one Offeror does not, the District may select the Offeror offering goods manufactured from Recycled Materials if each of the following four conditions exists:

(a) The Recycled Product is available;

(b) The Recycled Product meets applicable standards;

(c) The Recycled Product can be substituted for a comparable non-recycled product; and

(d) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5 percent, or a higher percentage if a written determination is made by the District and set forth in the Solicitation Document. For purposes of making the foregoing determination, the District shall consider the costs of the goods following any adjustments the District makes to the price of the goods for purposes of evaluation pursuant to PPS 46-0310.

(3) Offerors shall certify in their Offers:

(a) The minimum, if not exact, percentage of Recycled Product in all materials and supplies offered; and

(b) Both the post-consumer and Secondary Waste Content thereof.

(4) To be eligible for a preference under ORS 279A.125 and this rule:

(a) The Offeror shall indicate which materials and supplies contain verifiable recycled content; and

(b) Such products shall meet the requirements of ORS 279A.125 and this rule.

(5) A preference under ORS 279A.125 will only be applied to those products in the Offer that contain verifiable recycled content.

(6) Offers that contain false information about (a) the percentage of Recycled Product, post-consumer, and Secondary Waste Content or (b) verifiable recycled content, shall be rejected as non-responsive, and the Offeror offering false information may be deemed non-responsible.

PPS 46-0330 Solicitations and Specifications to Comply With School Board Environmental and Sustainability Policies.

The District shall develop specifications for and procure goods, services, and Public Improvements in compliance with the applicable School Board environmental and sustainability policies, including, but not limited to Board Policy 3.30.080-P (Resource Conservation), 3.30.082-P (Environmentally Sustainable Business Practices), and 8.80.010-P (High Performance Facility Design), and related Administrative Directives adopted by the Superintendent.

COOPERATIVE PROCUREMENT

PPS 46-0400 Authority for Cooperative Procurements

(1) The District may participate in, sponsor, conduct, or administer any of the following:

(a) Joint Cooperative Procurements to establish Original Contracts or Contracts for the acquisition of goods or services using a source-selection method substantially equivalent to those set forth in ORS 279B.055, 279B.060, or 279B.085, or to establish Original Contracts or Contracts for Public Improvements that use a competitive Bidding process substantially equivalent to that set forth in ORS 279C.005 through 279C.870.

(b) Permissive Cooperative Procurements to establish Original Contracts or Contracts for the acquisition of goods or services only, using a source-selection method substantially equivalent to those set forth in ORS 279B.055 or 279B.060.

(c) Interstate Cooperative Procurements to establish Original Contracts or Contracts for the acquisition of goods or services only, using a source selection method substantially equivalent to those set forth in ORS 279B.055 or 279B.060.

(2) The District shall determine, in writing, whether the Solicitation and award process for an Original Contract arising out of a Cooperative Procurement is substantially equivalent to those identified in ORS 279B.055, 279B.060, or 279B.085 in accordance with ORS 279A.200(2). This written documentation shall be maintained in the District's Solicitation file.

PPS 46-0410 Responsibilities of Administering Contracting Agencies and Purchasing Contracting Agencies

(1) If the District is an Administering Contracting Agency of a Cooperative Procurement, the District may establish the conditions under which Persons may participate in the Cooperative Procurement administered by the District. Such conditions may include, without limitation, whether each Person who participates in the Cooperative Procurement shall pay administrative fees to the Administering Contracting Agency, whether each Person shall enter into a written agreement with the District, and any other matters related to the administration of the Cooperative Procurement and the resulting Original Contract. When acting as an Administering Contracting Agency, the District may, but is not required to, include provisions in the Solicitation Document for a Cooperative Procurement and advertise the Solicitation Document in a manner to assist Purchasing Contracting Agencies' compliance with the Code or these rules.

(2) If the District is acting as a Purchasing Contracting Agency and enters into a Contract based on a Cooperative Procurement, the District shall comply with the Code and these rules, including, without limitation, those sections of the Code and these rules that govern:

- **(a)** The extent to which the Purchasing Contracting Agency may participate in the Cooperative Procurement;
- **(b)** The advertisement of the Solicitation Document related to the Cooperative Procurement; and
- **(c)** Public notice of the Purchasing Contracting Agency's intent to establish Contracts based on a Cooperative Procurement.

PPS 46-0420 Joint Cooperative Procurements

(1) **Applicability**. The District may participate in, sponsor, conduct, or administer a Joint Cooperative Procurement for the purchase of goods or services or Public Improvements. The District shall comply with the procedures set out in ORS 279A.210 and these rules to procure goods or services or Public Improvements using a Joint Cooperative Procurement. Only the Participating agencies listed in the Solicitation and original Contract Documents may enter into a Contract through a Joint Cooperative Procurement. A Joint Cooperative Procurement may not be a Permissive Cooperative Procurement.

(2) **Solicitation Requirements**. The District may administer or participate in a Joint Cooperative Procurement only if:

- **(a)** The Administering Contracting Agency's solicitation and award process for the Original Contract is an open and impartial competitive process and uses source-selection methods substantially equivalent to those specified in ORS 279B.055, 279B.060, or 279B.085, or uses a competitive Bidding process substantially equivalent to the competitive Bidding process in ORS 279C;
- **(b)** The Administering Contracting Agency's solicitation and the Original Contract or Price Agreement identifies the Cooperative Procurement Group or each participating Purchasing Contracting Agency and specifies the estimated Contract requirements; and
- **(c)** No material change is made in the terms, conditions, or prices of the Contract between the Contractor and the Purchasing Contracting Agency from the terms, conditions, and prices of the Original Contract between the Contractor and the Administering Contracting Agency.

PPS 46-0430 Permissive Cooperative Procurements

(1) Applicability. The District may only participate in, sponsor, conduct, or administer a Permissive Cooperative Procurement for the purchase of goods or services, but not for Public Improvements. The District shall comply with the procedures set out in ORS 279A.215 and these rules to procure goods or services using a Permissive Cooperative Procurement. A Permissive Cooperative Procurement is not a Joint Cooperative Procurement.

(2) Solicitation Requirements. The District may establish or participate in a Contract or Price Agreement through a Permissive Cooperative Procurement only if:

(a) The Administering Contracting Agency's solicitation and award process for the Original Contract is an open and impartial competitive process and uses source-selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;

(b) The Administering Contracting Agency's solicitation and the Original Contract allow other Contracting Agencies to establish Contracts or Price Agreements under the terms, conditions, and prices of the Original Contract;

(c) The Contractor agrees to extend the terms, conditions, and prices of the Original Contract to the Purchasing Contracting Agency; and

(d) No material change is made in the terms, conditions, or prices of the Contract or Price Agreement between the Contractor and the Purchasing Contracting Agency from the terms, conditions, and prices of the Original Contract between the Contractor and the Administering Contracting Agency.

PPS 46-0440 Required Public Notice if Permissive Cooperative Procurement Is Over $250,000

(1) The District shall publish a notice of its intent to enter into a Contract through a Permissive Cooperative Procurement if the District estimates that it will spend in excess of $250,000 for the purchase of the goods or services to be acquired under the Contract.

(2) For purposes of determining if the District shall give a notice of intent, the District shall spend in excess of $250,000 for goods or services procured under the Contract if:

(a) The District intends to make payments, in aggregate, over the term of the Contract in excess of $250,000, whether or not the total amount or value of the payments is expressly stated in the Contract;

(b) The District's Contract expressly provides for payment, whether a fixed or maximum price, in excess of $250,000; or

(c) At the time the District enters into the Contract, the District reasonably contemplates, based on historical or other data available to the District, that the total payments it will make for the goods or services, or Personal services, under the Contract will, in aggregate, exceed $250,000 over the anticipated duration of the Contract.

(3) The notice of intent shall contain the following information:

(a) A description of the procurement;

(b) An estimated amount of the procurement;

(c) The name of the Administering Contracting Agency, and

(d) A time, place, and date by which comments shall be submitted to the District regarding the notice of intent to establish a Contract or Price Agreement through the Permissive Cooperative Procurement.

(4) The notice shall be published:

(a) At least once in at least one newspaper of general circulation in the District or electronically in the same manner as the District publishes electronic notices of Invitations to Bid or Requests for Proposals; and

(b) No fewer than seven days before the deadline for submission of comments regarding the notice of intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.

(5) Vendors shall submit comments within seven days after the notice of intent is published.

(6) If the District receives comments on its intent to establish a Contract, the District shall, prior to establishing a Contract or Price Agreement:

(a) Make a written determination that establishing a Contract is in the best interest of the District.

(b) Provide a copy of the written determination to all vendors that submitted comments.

PPS 46-0450 Interstate Cooperative Procurements

(1) **Applicability**. The District may only participate in an Interstate Cooperative Procurement for the purchase of goods or services pursuant to ORS 279A.220 and these rules to procure goods or services, but not Public Improvements.

(2) **Solicitation Requirements**. The District may establish a Contract or Price Agreement through an Interstate Cooperative Procurement only if:

(a) The Administering Contracting Agency's solicitation and award process for the Original Contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;

(b) The Administering Contracting Agency's solicitation and the Original Contract allows other governmental bodies to establish Contracts or Price Agreements under the terms, conditions, and prices of the Original Contract; and

(c) The Administering Contracting Agency permits the Contractor to extend the use of the terms, conditions, and prices of the Original Contract to the Purchasing Contracting Agency.

PPS 46-0460 Advertisements of Interstate Cooperative Procurements

The District may only participate in an Interstate Cooperative Procurement if at least one of the following occurs:

(1) The Solicitation Document for the Interstate Cooperative Procurement lists the District, or the Cooperative Procurement Group of which the District is a member, as a party that may establish Contracts or Price Agreements under the terms, conditions, and prices of the Original Contract, and the Solicitation Document is advertised in Oregon in compliance with ORS 279B.055(4) or 279B.060(4) by:

(a) The Administering Contracting Agency;

(b) The District;

(c) The Cooperative Procurement Group, or a member of the Cooperative Procurement Group of which the District is a member; or

(d) Another Purchasing Contracting Agency that is subject to the Code, so long as such advertisement would, if given by the Purchasing Contracting Agency, comply with ORS 279B.055(4) or 279B.060(4) with respect to the Purchasing Contracting Agency.

(2) If the Solicitation Document issued by the Administering Contracting Agency was not advertised in accordance with PPS 46-0460(1), the District gives notice of its intent to enter into a Public Contract or Price Agreement based on the terms of the Interstate Cooperative Procurement.

(a) The notice of intent shall contain the following information:

(A) A description of the procurement;

(B) An estimated amount of the procurement;

(C) The name of the Administering Contracting Agency, and;

(D) A time, place, and date by which comments shall be submitted to the District regarding the notice of intent to establish a Contract or Price Agreement through the Interstate Cooperative Procurement.

(b) The notice shall be published:

(A) At least once in at least one newspaper of general circulation in the District or electronically in the same manner as the District publishes electronic notices of ITB or RFP; and

(B) No fewer than seven days before the deadline for submission of comments regarding the notice of intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.

(c) Vendors shall submit comments within seven days after the notice of intent is published.

(d) If the District receives comments on its intent to establish a Contract, the District shall, prior to establishing a Contract or Price Agreement:

(A) Make a written determination that establishing a Contract is in the best interest of the District.

(B) Provide a copy of the written determination to all vendors that submitted comments.

PPS 46-0470 Protest and Disputes; Cooperative Procurements

(1) An Offeror or potential Offeror wishing to protest the procurement process, the contents of a Solicitation Document related to a Cooperative Procurement, or the award or proposed award of an Original Contract shall make the protest in accordance with ORS 279B.400 through 279B.425, unless the Administering Contracting Agency is not subject to the Code. If the Administering Contracting Agency is not subject to the Code, then the Offeror or potential Offeror shall make the protest in accordance with the processes and procedures established by the Administering Contracting Agency.

(2) Any other protests related to a Cooperative Procurement, or disputes related to a Contract arising out of a Cooperative Procurement, shall be made and resolved as set forth in ORS 279A.225.

(3) The failure of the District or other Purchasing Contracting Agency to exercise any rights or remedies it has under a Contract entered into through a Cooperative Procurement shall not affect the rights or remedies of the District or any other Contracting Agency that participates in the Cooperative Procurement, including the Administering Contracting Agency, and shall not prevent any other Purchasing Contracting Agency from exercising any rights or seeking any remedies that may be available to it under its own Contract arising out of the Cooperative Procurement.

PPS 46-0480 Contract Amendments; Cooperative Procurements

The District may amend a Contract entered into pursuant to a Cooperative Procurement as set forth in PPS 47-0800 or PPS 49-0910, as applicable.

PERSONAL SERVICES CONTRACTS

PPS 46-0500 Personal Services Contract Definition

(1) Pursuant to ORS 279A.055(2), a Contract for Personal services ("PSC") is a Contract primarily for the provision of Services that require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of services depends on attributes that are unique to the service provider.

(2) PSCs that fall within the definition in section (1) of this rule include, but are not limited to, the following:

- **(a)** Contracts for services performed in a professional capacity, including services of an accountant, attorney, medical professional (e.g., doctor, dentist, nurse, counselor), information technology consultant, or broadcaster, except for Architectural, Engineering, Photogrammetric Mapping or Land Surveying services and other construction-related professional services subject to division 48 of these rules;
- **(b)** Contracts for services as an artist in the performing or fine arts, including any Person identified as a photographer, filmmaker, actor, director, painter, weaver, or sculptor;
- **(c)** Contracts for services that are specialized, creative, or research-oriented;
- **(d)** Contracts for educational services;
- **(e)** Contracts for human custodial care, child care, mental health care, health services, social and emergency services, and other human services; and
- **(f)** Contracts for other professional or technical consulting services not listed above.

(3) The Contract Review Board delegates to the Superintendent the discretion to decide whether a particular type of Contract or service falls within the definition of "Personal Services Contract" as set forth in Sections (1) and (2) of this rule.

(4) The District shall not use PSCs to obtain and pay for the services of an employee. A PSC may be used only to obtain and pay for the services of an independent Contractor.

PPS 46-0505 Personal Service Contract Formal Selection Procedures

The District shall use a formal selection procedure if the estimate contract amount of personal services contract is greater than $250,000. All formal RFP and RFQ solicitations shall comply with the requirements for competitive sealed Proposals contained in ORS 279B.060 and may be solicited, processed, and reviewed through any of the Sealed proposal procurement methods set forth in PPS 47-0260 to 47-0263.

PPS 46-0510 PSC Informal Selection Procedures

The District may use an informal selection process to obtain Personal services when a formal selection process is not required.

(1) The informal selection process shall solicit responses/Proposals from at least three qualified Contractors offering the required services. If three Proposals are not reasonably available, fewer will suffice, but the District shall make a written record of the effort made to obtain at least three Proposals.

(2) The informal selection process is intended to be competitive. The selection and ranking may be based on criteria including, but not limited to, each Proposer's:

- **(a)** Particular capability to perform the services required;
- **(b)** Experienced staff available to perform the services required, including each Proposer's recent, current, and projected workloads;
- **(c)** Performance history;
- **(d)** Approach and philosophy used in providing services;

(e) Fees or costs;

(f) Geographic proximity to the project or the area where the services are to be performed; and

(g) Work volume previously awarded by the District, with the object of effecting an equitable distribution of Contracts among qualified Contractors. But distribution shall not violate the policy of selecting the most highly qualified Contractor to perform the services at a fair and reasonable price.

Written confirmation of solicitation attempts and responses with Contractor names and addresses shall be maintained in the District's Solicitation file.

PPS 46-0515 Other Approved Solicitation Methods

(1) Request for Qualifications. An RFQ may be used to determine that competition does not exist for a particular service, to establish a list of qualified Contractors for RFPs or for informal solicitations under these rules, or to establish an FSCP as provided in PPS 46-0520.

(a) The RFQ shall at least describe the particular specialty desired, the qualifications the Contractor shall have in order to be considered, and the evaluation factors and their relative importance. The RFQ may require information including, but not limited to, the Contractor's particular capability to perform the required services; the number of experienced staff available to perform the required services, including specific qualifications and experience of personnel; a list of similar services the Contractor has completed with references concerning past performance; and any other information necessary to evaluate Contractor qualifications.

(b) A qualifications pre-submission meeting (voluntary or mandatory) may be held for all interested Contractors to discuss the proposed services. The RFQ shall include the date, time, and place of the meeting.

(c) Unless the RFQ establishes that competition does not exist or that Contracts will be individually negotiated with Contractors in an FSCP, each Contractor qualified under an RFQ will receive a notice (or other materials as appropriate) of any required services and have an opportunity to submit a proposal or Price quote in response to the District's subsequent RFP.

(2) Price Agreements. The District may enter into Price Agreements for Personal services. Such Price Agreements shall be solicited as otherwise required by these rules based on the maximum Contract amount.

(3) Cooperative Procurement. The District may contract for Personal services pursuant to a Cooperative Procurement in compliance with PPS 46-0400 to 46-0480.

PPS 46-0520 Flexible Services Contractor Pool

The Superintendent may establish an FSCP for a particular class of services where the need for such services is ongoing in nature, where it is difficult to anticipate the service need, time, amount, or availability of Contractors, or where service needs arise so quickly that it is not practical or cost-effective to conduct individual solicitations under these rules. An FSCP shall comply with the following requirements:

(1) Solicitation to Create an FSCP. An FSCP can be established pursuant to an RFQ, an RFP, competitive quotes, or such other method of competitive procurement as the Superintendent deems to be appropriate given the services to be procured.

(a) The Superintendent shall document in the Solicitation file the reasons for establishing an FSCP consistent with this rule. This documentation shall be reviewed and approved by the Director of procurement as demonstrating that the procurement qualifies for use of an FSCP under these rules.

(b) The solicitation shall describe the class of Contracts that can be awarded to Contractors in the FSCP. The District may not award Contracts outside the designated class of Contracts to the FSCP.

(c) The solicitation shall set forth the number of Contractors that will be appointed to the FSCP, the selection criteria, and the methodology for ranking the requests and selecting the Contractors to be appointed to the pool.

(d) The solicitation may request a binding Price quote or rate that will become part of a subsequent Contract or may establish the pool based on qualification alone.

(e) The solicitation may set or limit the value of the work performed by the FSCP.

(2) Contracting for Work From an FSCP.

(a) Once an FSCP has been established, the Superintendent may negotiate Contracts directly with Contractors in the pool to perform individual projects within the established scope of the work. Upon creation of the FSCP, the Superintendent will generate a random list of names of the Contractors appointed to the FSCP. Contracts for individual projects will be offered, negotiated, and awarded sequentially to Contractors on the FSCP list. Once the superintendent has offered Work to all the Contractors in the FSCP (whether or not some or all of the Contractors have accepted the Offer), a new random FSCP list will be generated. The Superintendent may Offer Work out of sequence in the following circumstances:

(A) The Contractor that is next on the list declines or is unavailable during the time period needed.

(B) Contract negotiations with the next-listed Contractor are not successful.

(C) The project is for Work that is a continuation of, addition to, or connected with Work previously performed by a Contractor on the list and such prior experience means that it is in the best interest of the District to award the Contract to the Contractor that performed the prior Work.

(D) The nature of the project is such that the Superintendent determines that an additional analysis of Contractor capability is required. In order to make this determination, the Superintendent shall conduct an informal procurement pursuant to PPS 46-0510 limited to Contractors in the FSCP.

If a Contractor is selected outside of the sequence, the reason shall be documented in writing in the Solicitation file.

(b) An FSCP established under this section will expire after three years from the date of Closing of the Solicitation, unless reestablished as provided in this rule.

(c) Appointment to an FSCP does not guarantee that a Contractor will receive a particular amount of work or any Work at all.

(d) The establishment of an FSCP does not preclude the Superintendent from procuring Work that would otherwise fall within the FSCP class of work from other Contractors through any other procurement method authorized under these rules.

(e) At any time during the term of an FSCP, the Superintendent may request confirmation from a Contractor or Contractors in the pool that the Contractor continues to maintain the skills, personnel, or other capability needed to perform the class of work.

The Superintendent may procure Personal services with Contractors through direct negotiation in any of the following circumstances:

(1) The Contract Price is not more than $75,000.

(2) The Superintendent has established an FSCP pursuant to PPS 46-0520(2) for a particular class of projects, and the Contractor is on the FSCP list.

(3) The nature of the work is not project-driven but requires an ongoing, long-term relationship of knowledge and trust. Examples of such Work include insurance brokerage/agent of record services, medical services, and audit services.

(4) The Contractor possesses unique knowledge and/or expertise in a specialized service area, making competition impractical. Such services can include, but are not limited to, education services, academic and staff coaching, school sports officiation, and community relations.

(5) The Contract is for the purpose of supporting the Benson Polytechnic High School Building Construction Class, and all or a portion of the Contract Price is discounted or donated to the District.

(6) A Contract for which a non-District funding source, e.g., a Grant or a federal, state, or city contract, identifies the Contractor in the funding award or makes a funding award conditioned upon the service being performed by a specific Contractor. The following shall be documented to the Solicitation file:

(a) The name of the external funding source;

(b) The background on how the funding source selected the Contractor(s); and

(c) A copy of the funder's document naming the Contractor.

(7) A Contract where the student, parent, or other third-party participant selects the service provider and the process for selecting qualified Contractors has been approved in advance by the Director of procurement.

(8) The Contract is entered into pursuant to an emergency declared by the Superintendent.

(9) The Contract is for the provision of child care services to District students where the Contractor is paid directly by a non-District funding source (generally parents).

(10) The Contract is for the provision of tutoring to eligible District students attending private schools as per Title I.

(11) The Contract is for interim staff or temporary staffing services.

(12) The Contract is for the provision of therapeutic placement with outside agencies or programs to meet needs identified in a student's Individualized Education Program ("IEP").

(13) The Contract is for legal services. For the purposes of this section, "legal services" means attorney and paralegal services for transactional work, litigation, investigations, advice, reports, and other services requiring legal advice or work by an attorney, and includes all related costs or fees.

(1) The Contract is for services provided by those in the medical community including, but not limited to, doctors, physicians, psychologists, nurses, laboratory technicians and those with specific license or unique skill to administer treatments for the health and well-being of people."

PPS 46-0530 PSC Contract Requirements

District PSCs shall contain the mandatory Contract provisions set forth in ORS 279B.020(5), 279B.220, 279B.230, 279B.235(3), and, if the Contract involves lawn or landscape maintenance, ORS 279B.225.

PPS 46-0535 PSC Contract Amendments

(1) The District may amend any Personal services Contract if the District, in its sole discretion, determines that the amendment is within the scope of the Solicitation and that the amendment would not materially impact the field of competition for the Personal services described in the final form of the original procurement document. In making this determination, the District shall consider potential alternative methods of procuring the services contemplated under the proposed amendment. An amendment would not materially impact the field of competition for the services described in the Solicitation Document if the District reasonably believes that the number of Proposers would not significantly increase if the procurement document were re-issued to include the additional services.

(2) The District may amend any Contract if the additional services are required by reason of existing or new laws, rules, regulations, or ordinances of federal, state, or local agencies which affect performance of the Original Contract.

(3) All amendments to Contracts shall be in writing, shall be signed by an authorized representative of the Consultant and the District, and shall receive all required approvals before the amendments will be binding on the District.

(1) Amendments That Would Cause a Contract to Exceed the Superintendent's Authority. An amendment to a contract approved by the Superintendent that would cause the total Contract Price to exceed the Superintendent's delegated authority to approve contracts under PPS 45-0200 shall be approved by the School Board except as provided in PPS 45-0200(7)(b).

PROCUREMENT OF CONTRACTS FUNDED IN WHOLE OR IN PART BY FEDERAL AWARD

PPS 46-0600 General Rule: Federal Law Prevails in Case of Conflict

When a District contract involves federal funds that require compliance with federal statutes or regulations, the federal statutes and regulations govern over any conflicting provisions in these rules or the State of Oregon Public Contracting Code. See ORS 279A.030. Notwithstanding the foregoing, when both state and federal prevailing rates of wage apply to a particular, the District shall require payment not less than the higher of the applicable state or federal prevailing rate of wage. See ORS 279C.830.

PPS 46-0605 Procurements Subject to the Uniform Guidance

Procurement of contracts supported in whole or in part by Federal award are generally subject to the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 to 200.326. PPS 46-600 to 625 are intended to comply with Uniform Guidance and supersede other District procurements with regard to procurement of contracts supported in whole or in part by Federal award.

PPS 46-0610 General Procurement Standards for Contracts Subject to the Uniform Guidance

If the District contract is supported in whole or in part by a Federal award, the following provisions apply to the Contract:

(1) The District shall apply the procedures in these rules to avoid acquisition of unnecessary or duplicative items. The District shall consolidate or break out procurements when necessary to make a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(2) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the District is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(3) The District is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(4) The District shall include value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(5) The District shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(6) The District shall maintain records sufficient to detail the history of the particular procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(7) Time and Material Contracts

(a) The District may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. For the purposes of this section "time and materials type contract" means a contract whose cost to the District is the sum of:

(A) The actual cost of materials; and

(B) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(b) All time and materials contract shall include a ceiling price that the contractor exceeds at its own risk.

(c) The District shall conduct sufficient oversight of a time a time and materials type contract to obtain reasonable assurance that the contractor is using efficient methods and cost controls.

PPS 46-0615 Required Competition

All procurement transactions for contracts supported in whole or in part by federal award shall be conducted in a manner providing full and open competition consistent with the standards of this section.
(1) Contractors that develop or draft specifications, requirements, statements of work, and invitations to Bid or requests for proposals shall be prohibited from competing for such procurement.

(2) The District shall not unreasonable restrict competition by:

(a) Imposing unreasonable prequalification requirements;

(b) Requirement unnecessary experience and excessive bonding;

(c) Allowing or requiring non-competitive pricing practices between firms or affiliated companies;

(d) Awarding non-competitive contracts to consultants that are on retaining contracts;

(e) Allowing organizational conflicts of interest;

(f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; or

(g) Taking any arbitrary action in the procurement process.

(3) The District may not apply any statutory or administratively imposed state or local geographical preferences except where allowed or mandated by applicable federal statutes. Nothing in this section preempts state licensing requirements. In addition, contracts for architectural and engineering services may include geographical location as a selection criterion provided its applications leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(4) A District procurement shall:

(a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured, but should not be so detailed or restrict that it unduly restricts competition; and

(b) Identify all requirements that bidders or proposers shall fulfill and all other factors to be used in evaluating bids or proposals.

(5) The District shall ensure that all prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the District shall allow potential bidders to qualify during the Solicitation period.

PPS 46-0620 Procurement by Micro-Purchases

procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. The current micro-purchase threshold is set at $10,000, but is periodically adjusted. The most current threshold is set forth at 48 CFR Subpart 2.101 (Definitions). To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the District considers the price to be reasonable.

PPS 46-0625 Procurement by Small Purchase Procedures

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. The Simplified Acquisition threshold is set at $250,000, but is periodically adjusted. The most current threshold is set forth at 48 CFR Subpart 2.1. If small purchase procedures are used, the District shall obtain price or rate quotation from an adequate number of qualified sources.

PPS 46-0630 Procurement by Sealed Bids (Formal Advertising)

Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) supported by a Federal award shall be awarded to the responsible bidder whose Bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed Bid method is the preferred method for procuring construction, if the conditions in paragraph (1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(a) A complete, adequate, and realistic specification or purchase description is available;

(b) Two or more responsible bidders are willing and able to compete effectively for the business; and

(c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(a) Bids shall be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids shall be publicly advertised;

(b) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(c) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids shall be opened publicly;

(d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which Bid is lowest. Payment discounts will only be used to determine the low Bid when prior experience indicates that such discounts are usually taken advantage of; and

(e) Any or all bids may be rejected if there is a sound documented reason.

PPS 46-0635 Procurement by Competitive Proposals

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used for contracts supported by a Federal award, the following requirements apply:

(1) Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;

(2) Proposals shall be solicited from an adequate number of qualified sources;

(3) The District shall establish a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Notwithstanding ORS 279C.100 to 279C.124 and OAR division 48, qualifications-based selection can only be used in procurement of A/E professional services.

PPS 46-0640 Procurement by Noncompetitive Proposals

procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only for contracts supported by a Federal award when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or

(4) After solicitation of a number of sources, competition is determined inadequate.

PPS 46-0645 Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

(1) The District shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (f) of this section.

PPS 46-0650 Procurement of Recovered Materials

The District and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PPS 46-0655 Contract Cost and Price

(1) The District shall perform a cost or price analysis in connection with every procurement action supported by a Federal award in excess of the Simplified Acquisition Threshold including contract modifications. The District shall make independent estimates before receiving bids or proposals.

(2) The District shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration shall be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under 2 CFR Subpart E—Cost Principles. The District may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

PPS 46-0660 Federal Awarding Agency or Pass-Through Entity Review

At the request the Federal awarding agency or the pass-through entity, the District shall make available all relevant procurement documents for review as required by 2 CFR section 200.324.

PPS 46-0665 Bonding Requirements

For construction or facility improvement contracts or subcontracts supported by a Federal award exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the

bonding policy and requirements of the District provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the Bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PPS 46-0670 Mandatory Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the District under a Federal award shall contain provisions covering the following, as applicable.

(1) Contracts for more than the Simplified Acquisition Threshold (see Subsection 5) shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(2) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(3) **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(4) **Davis-Bacon Act, as Amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-Federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-Federal entity shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity shall report all suspected or reported violations to the Federal awarding agency.

(5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(7) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(8) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties Debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(10) Additional Requirements of the Specific Federal Award. In addition to the requirements of this section, a specific Federal award may contain other procurement requirements or mandatory contract clauses. The District officer, employee, or agent that is responsible for procurement of a contract subject to a Federal award shall review the requirements of the specific Federal award and shall incorporate such requirements into the procurement process or proposed contract.

END OF DIVISION 46

PPS DIVISION 47

PUBLIC CONTRACTING RULES FOR CONTRACTS FOR GOODS AND/OR SERVICES OTHER THAN PERSONAL SERVICES

PPS 47-0000 Generally

These division 47 rules implement ORS 279B applicable to public procurements for goods or services, or both.

PPS 47-0250 Methods of Source Selection

(1) Except as permitted in these rules, the District shall award a Public Contract for goods or services, or both, by one of the following sourcing methods:

- **(a)** Competitive sealed bidding (also known as Invitation to Bid or ITB) pursuant to ORS 279B.055 and PPS 47-0255 and 47-0257;
- **(b)** Competitive sealed Proposals (also known as Request for proposal or RFP) pursuant to ORS 279B.060 and PPS 47-0260 through 47-0263;
- **(c)** Small procurements ($25,000 or less) pursuant to ORS 279B.065 and PPS 47-0265;
- **(d)** Intermediate procurements (more than $25,000 to $250,000) pursuant to ORS 279B.070 and PPS 47-0270;
- **(e)** Sole-source procurement pursuant to ORS 279B.075 and PPS 47-0275;
- **(f)** Emergency Procurement pursuant to ORS 279B.080 and PPS 47-0280;
- **(g)** Special procurement pursuant to ORS 279B.085 and PPS 47-0285, including the Class Special Procurements set forth in PPS 47-0288; or
- **(h)** Cooperative Procurement pursuant to ORS 279A.200 and PPS 46-0400 through 46-0480.

PPS 47-0252 Procurement of Service Contracts Over $250,000 in Compliance With ORS 279B.030 Through 279B.036

(1) Unless the District determines that it is not feasible to perform the services with the District's own personnel and resources pursuant to section (4) of this rule, before conducting a procurement of a Contract for services with an estimated Contract Price that exceeds $250,000 the District shall conduct a written cost analysis in accordance with section (2) of this rule. The cost analysis shall compare an estimate of the District's cost in performing the services with an estimate of the cost that a potential Contractor would incur in performing the services. The District may proceed with the procurement only if it determines that the District would incur more cost in performing the services with its own personnel and resources than in procuring the services from a Contractor. For the purposes of this section, "Contract for services" does not include:

- **(a)** Contracts for Personal services as defined in PPS 46-0500.
- **(b)** Contracts for services exempted from compliance with the Public Contracting Code by ORS 197.025 or other state statute.
- **(c)** Procurements for Client services as defined in OAR 125-246-0110. "Client services" means any services that directly or primarily support a Client, whether or not the Client is the recipient through the provision of voluntary or mandatory services. Client services also means any goods that are incidental or specialized in relation to any services defined in this section. Client services may include, but are not limited to (where these terms are used in another statute, they shall have that meaning):

(A) Housing, including utilities, rent, or mortgage, or assistance to pay utilities, rent, or mortgage;

(B) Sustenance, including clothing;

(C) Employment training or skills training to improve employability;

(D) Services for people with disabilities;

(E) Foster care or foster care facilities;

(F) Residential care or residential care facilities;

(G) Community housing;

(H) In-home care, including home-delivered meals;

(I) Medical care, services, and treatment, including, but not limited to:

(i) Medical, dental, hospital, psychological, psychiatric, therapy, vision;

(ii) Alcohol and drug treatment;

(iii) Smoking cessation;

(iv) Drugs, prescriptions, and non-prescriptions; or

(v) Nursing services and facilities.

(J) Transportation or relocation;

(K) Quality of life, living skills training;

(L) Personal care;

(M) Legal services and expert witness services;

(N) Religious practices, traditions, and services, separately or in any combination thereof; and

(O) Educational services. The term "Client services" does not include benefits or services provided as a condition of employment with an agency.

(2) In the cost analysis required under section (1) of this rule, the District shall consider cost factors that include the following:

(a) Cost of Using the District's Own Personnel and Resources. When estimating the District's costs of performing the services, the District shall consider cost factors that include:

(A) Salary or wage and benefit costs for District employees who would be directly involved in performing the services to the extent those costs reflect the proportion of the activity of those employees in the direct provision of services. The costs include those salary or wage and benefit costs of the employees who inspect, supervise, or monitor the performance of the services to the extent those costs reflect the proportion of the activity of those employees in the direct inspection, supervision, or monitoring of the performance of the subject services.

(B) The material costs necessary to the performance of the services, including the costs for space, energy, transportation, storage, equipment, and supplies used or consumed in the provision of the services.

(C) The costs incurred in planning for, training for, starting up, implementing, transporting, and delivering the services.

(D) Any costs related to stopping and dismantling a project or operation because the District intends to procure a limited quantity of services or to procure the services within a defined or limited period of time.

(E) The miscellaneous costs related to performing the services. These costs exclude the District's indirect overhead costs for existing salaries or wages and benefits for administrators, and costs for rent, equipment, utilities, and materials except to the extent that the costs are attributable solely to performing the services and would not exist unless the District performs the services.

(F) ORS 279B.003 (1)(a) provides that an estimate of the District's costs of performing the services includes the costs described in Sections (A) through (E) of this rule. Therefore, those costs do not constitute an exclusive list of cost information. The District may consider other reliable information that bears on the cost to the District of performing the services. For example, if the District has accounted for its actual costs for performing the services under consideration, or reasonably comparable services in a relatively recent services project, the District may consider those actual costs in making its estimate.

(b) Costs of a Potential Contractor. When estimating a Contractor's costs of performing the services, the District shall consider cost factors that include:

(A) The average or actual salary or wage and benefit costs for Contractors and employees:

(i) Who work in the industry or business most closely involved in performing the services; and

(ii) Who would be necessary and directly involved in performing the services or who would inspect, supervise, or monitor the performance of the services;

(B) The material costs necessary to the performance of the services, including costs for space, energy, transportation, storage, raw and finished materials, equipment, and supplies used or consumed in the provision of the services; and

(C) The miscellaneous costs related to performing the services, including, but not limited to, reasonably foreseeable fluctuations in the costs for the items in Sections (A) through (C) of this rule.

(D) ORS 279B.033 (1)(a) provides that an estimate of the District's costs of performing the services includes the costs described in Sections (A) through (E) of this rule. Therefore, those costs do not constitute an exclusive list of cost information. The District may consider other reliable information that bears on the cost to the District of performing the services. For example, if the District, in the reasonably near past, received Bids or Proposals for the performance of services under consideration, or reasonably comparable services, the District may consider the pricing offered in those Bids or Proposals in making its estimate. Similarly, the District may consider what it actually paid out under a Contract for the same or similar services. For the purposes of these examples, the reasonably near past is limited to Contracts, Bids or Proposals entered into or received within the five years preceding the date of the cost estimate. The District shall take into account, when considering the pricing offered in previous Bids, Proposals or Contracts, adjustments to the pricing in light of measures of market price adjustments like the consumer price indexes that apply to the services.

(1) Decision Based on Cost Comparison. After comparing the difference between the costs estimated for the District to perform the services and the estimated costs a potential Contractor would incur in performing the services under section (5)(c), the District may proceed with the procurement only if the District would

incur more cost in performing the services with the District's own personnel and resources than it would incur in procuring the services from a Contractor.

(2) Exceptions.

(a) Exception Based on Salaries or Wages and Benefits. If the sole reason that the costs estimated for the District to perform the services exceed the estimated a potential Contractor would incur in performing the services is because the average or actual salary or wage and benefit costs for Contractors and their employees estimated under section (2)(b)(A) of this rule are lower than the salary or wage and benefit costs for employees of the District estimated in section (2)(a)(A) of this rule, the District may not proceed with the procurement.

(b) Exception Based on Lack of District Personnel and Resources; Reporting. In cases in which the District determines that it would incur less cost in providing the services with the District's own personnel and resources, the District may nevertheless proceed with the procurement if, at the time the District intends to conduct a procurement, the District determines that it lacks personnel and resources to perform the services within the time the District requires them. When the District conducts a procurement under this section, the District shall:

(A) Make and keep a written determination that it lacks personnel and resources to perform the services within the time the District requires them and the basis for the District's decision to proceed with the procurement.

(B) Provide to the Contract Review Board, each calendar quarter, copies of each written cost analysis and written determination.

(3) Provision of Services by District Not Feasible. The District may proceed with a procurement of a Contract for services without conducting a cost analysis required under Sections (1) and (2) of this rule if the District makes written findings that use of the District's own personnel or resources to perform the services is not feasible. Reasons include, but are not limited to, the following.

(a) The District lacks the specialized capabilities, experience, or technical or other expertise necessary to perform the services. In making the finding, the District shall compare the District's capability, experience, or expertise in the field most closely involved in performing the services with a potential Contractor's capability, experience, or expertise in the same or a similar field.

(b) Special circumstances require the District to procure the services by Contract. Special circumstances may include, but are not limited to, the following:

(A) The terms under which the District receives a Grant or other funds for use in a procurement require the District to obtain services through an independent contractor;

(B) Other state or federal law requires the District to procure services through an independent contractor;

(C) The procurement is for services that are incidental to a Contract for purchasing or leasing real or personal property, including service and maintenance agreements for equipment that is leased or rented;

(D) The District cannot accomplish policy, administrative, or legal goals, including, but not limited to, avoiding conflicts of interest or ensuring independent or unbiased findings in cases when using the District's existing personnel or Persons that the District could hire through a regular or ordinary process would not be suitable;

(E) The procurement is for Emergency services pursuant to PPS 47-0280;

(F) The procurement is for services, the need for which is so urgent, temporary, or occasional that attempting to perform the services with the District's own personnel or resources would cause a delay that would frustrate the purpose for obtaining the services;

(G) The services that the District intends to procure will be completed within six months after the date on which the Contract for the services is executed; or

(H) Any other circumstances, conditions, or occurrences that would make the services, if performed by the District's own employees and resources, incapable of being managed, utilized, or dealt with successfully in terms of the quantity, timeliness of completion, success in obtaining desired results, or other reasonable needs of the District.

PPS 47-0255 Competitive Sealed Bidding; One-Step Solicitations Competitive Sealed Bidding

(1) Generally. The District may procure goods or services by competitive sealed bidding as set forth in ORS 279B.055. An Invitation to Bid is used to initiate a competitive sealed bidding solicitation and shall contain the information required by ORS 279B.055(2) and by section (2) of this rule. The District shall provide public notice of the competitive sealed bidding solicitation as set forth in PPS 47-0300.

(2) Invitation to Bid. In accordance with ORS 279B.055(2), an Invitation to Bid shall include the following:

(a) General Information.

(A) Notice of any pre-Offer conference as follows:

(i) The time, date, and location of any pre-Offer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) A provision that provides that statements made by the District's representatives at the conference are not binding on the District unless confirmed by written Addendum.

(B) A procurement description;

(C) The form and instructions for submission of Bids, including the time, date, and place that Bids are due, and any other special information, e.g., whether Bids may be submitted by electronic means (see PPS 47-0330 for required provisions of electronic Bids);

(D) The time, date, and place of Opening;

(E) Key contact information as follows:

(i) The office or location where the Solicitation Documents may be reviewed;

(ii) The name of the person designated for receipt of Bids;

(iii) The name and title of the person designated by the District as the contact person for the procurement, if different from the person designated to receive Bids.

(F) A statement that each bidder shall identify whether the bidder is a "resident bidder," as defined in ORS 279A.120(1);

(G) Bidder's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). (See PPS-46-0210(2)); and

(H) How the District shall notify bidders of Addenda, and how the District shall make Addenda available (see PPS 47-0430);

(I) A time, date, and place that prequalification applications, if any, shall be filed, and the classes of work, if any, for which bidders shall be prequalified in accordance with ORS 279B.120;

(J) The following statements:

(i) "The District may cancel the procurement or reject any or all Bids in accordance with ORS 279B.100."

(ii) A statement that requires the Contractor or subcontractor to possess an asbestos abatement license if required under ORS 468A.710.

(b) District Need to Purchase. The character of the goods or services that the District is purchasing including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection, and acceptance requirements. As required by ORS 279B.055(2)(c), the District's description of its need to purchase shall:

(A) Identify the scope of the work to be performed under the resulting Contract, if the District awards one;

(B) Outline the anticipated duties of the Contractor under any resulting Contract;

(C) Establish the expectations for the Contractor's performance of any resulting Contract; and

(D) Unless the District for Good Cause specifies otherwise, the scope of work shall require the Contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services that the District is purchasing.

(c) Bidding and Evaluation Process.

(A) The anticipated solicitation schedule, deadlines, protest process, and evaluation process;

(B) The District shall set forth objective evaluation criteria in the Solicitation Document in accordance with the requirements of ORS 279B.055(6)(a). Evaluation criteria need not be precise predictors of actual future costs, but to the extent possible, the evaluation factors shall be reasonable estimates of actual future costs based on information that the District has available concerning future use; and

(C) If the District intends to award Contracts to more than one bidder pursuant to PPS 47-0600(4)(c), the District shall identify in the Solicitation Document the manner in which it will determine the number of Contracts it will award.

(d) Applicable Preferences Pursuant to ORS 279B.055(6)(b).

(A) Preference for Oregon goods or services pursuant to ORS 279A.120 and PPS 46-0300 and PPS 46-0310; and

(B) Preference for Recycled Materials pursuant to ORS 279A.125 and PPS 46-0320.

(e) Terms and Conditions. All contractual terms and conditions in the form of Contract provisions that the District determines are applicable to the procurement. As required by ORS 279B.055(2)(h), the Contract terms and conditions shall specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by the resulting Contract. Those consequences may include, but are not limited to:

(A) The District's reduction or withholding of payment under the Contract;

(B) The District's right to require the Contractor to perform, at the Contractor's expense, any additional Work necessary to perform the statement of work or to meet the performance standards established by the resulting Contract; and

(C) The District's rights, which the District may assert individually or in combination, to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law.

(f) Whether Bid Security Is Required.

(g) Good Cause. For the purposes of this rule, "Good Cause" means a reasonable explanation for not requiring Contractor to meet the highest standards, and may include an explanation of circumstances that support a finding that the requirement would unreasonably limit competition or is not in the best interest of the District. The District shall document in the Solicitation file the basis for the determination of Good Cause for specification otherwise. The District shall have Good Cause to specify otherwise under the following circumstances:

(A) The use or purpose to which the goods or services will be put does not justify a requirement that the Contractor meet the highest prevalent standards in performing the Contract;

(B) Imposing express technical, standard, dimensional, or mathematical specifications will better ensure that the goods or services will be compatible with or will operate efficiently or effectively with components, equipment, parts, services, or information technology including hardware, services, or software with which the goods or services will be used, integrated, or coordinated;

(C) The circumstances of the industry or business that provides the goods or services are sufficiently volatile in terms of innovation or evolution of products, performance techniques, or scientific developments that a reliable highest prevalent standard does not exist or has not been developed;

(D) Any other circumstances in which the District's interest in achieving economy, efficiency, compatibility, or availability in the procurement of the goods or services reasonably outweighs the District's practical need for the highest prevalent standard in the applicable or closest industry or business that supplies the goods or services to be delivered under the resulting Contract.

PPS 47-0257 Competitive Multistep Sealed Bidding; Multistep Solicitations

(1) Generally. The District may procure goods or services by using multistep sealed bidding under ORS 279B.055(12).

(2) Phased Process. multistep sealed bidding is a phased procurement process that seeks information or unpriced submittals in the first phase combined with regular competitive Sealed Bidding, inviting bidders who submitted technically eligible submittals in the first phase to submit competitive sealed price Bids in the second phase. The Contract shall be awarded to the lowest Responsible bidder.

(3) Public Notice. When The District uses multistep sealed bidding, the District shall give public notice for the first phase in accordance with PPS 47-0300. Public notice is not required for the second phase. However, the District shall give notice of the second phase to all bidders, inform bidders of the right to protest Addenda issued after the initial Closing under PPS 47-0430, and inform bidders excluded from the second phase of the right, if any, to protest their exclusion under PPS 47-0720.

(4) Procedures Generally. In addition to the procedures set forth in PPS 47-0300 through 47-0490, the District shall employ the procedures set forth in this rule for multistep sealed bidding and in the Invitation to Bid.

(5) Procedure for Phase One of Multistep Sealed Bidding.

(a) Form. The District shall initiate multistep sealed bidding by issuing an Invitation to Bid in the form and manner required for competitive sealed Bids except as provided in this rule. In addition to the requirements set forth in PPS 47-0255(2), the multistep Invitation to Bid shall state:

(A) That the Solicitation is a multistep sealed Bid procurement and describe the process that the District shall use to conduct the procurement;

(B) That the District requests unpriced submittals and that the District shall consider price Bids only in the second phase and only from those bidders whose unpriced submittals are found eligible in the first phase;

(C) Whether bidders shall submit price Bids at the same time as unpriced submittals and, if so, that bidders shall submit the price Bids in a separate sealed envelope; and

(D) The criteria to be used in the evaluation of unpriced submittals.

(b) Evaluation. The District shall evaluate unpriced submittals in accordance with the criteria set forth in the Invitation to Bid.

(6) Procedure for Phase Two of Multistep Sealed Bidding.

(a) After the completion of phase one, if the District does not cancel the Solicitation, the District shall invite each eligible bidder to submit a price Bid.

(b) The District shall conduct phase two as any other competitive sealed Bid procurement except:

(A) As specifically set forth in this rule or the Invitation to Bid;

(B) No public notice need be given of the invitation to submit price Bids because such notice was previously given.

PPS 47-0260 Competitive Sealed Proposals

(1) Generally. The District may procure goods or services by competitive sealed Proposals as set forth in ORS 279B.060. The District shall use a Request for proposal to initiate a competitive sealed proposal. The Request for proposal shall contain the information required by ORS 279B.060(2) and by section (2) of this rule. The District shall provide public notice of the Request for proposal as set forth in PPS 47-0300.

(2) Request for Proposal. In accordance with the provisions required by ORS 279B.060(2), the Request for proposal shall include the following:

(a) General Information.

(A) Notice of any pre-Offer conference as follows:

(i) The time, date, and location of any pre-Offer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) A provision that provides that statements made by the District's representatives at the conference are not binding on the District unless confirmed by written Addendum.

(B) A procurement description.

(C) A time, date, and place that prequalification applications, if any, shall be filed, and the classes of work, if any, for which bidders shall be prequalified in accordance with ORS 279B.120.

(D) The form and instructions for submission of Proposals, and any other special information, e.g., whether Proposals may be submitted by electronic means (see PPS 47-0330 for required provisions of electronic Proposals);

(E) The time, date, and place of Opening;

(F) The office where the Solicitation Document may be reviewed;

(G) Key contact information, as follows;

(i) The name of the Person designated for receipt of Proposals.

(ii) The name and title of the person designated by the District as the contact Person for the procurement, if different from the Person designated to receive Proposals.

(H) Proposers' certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4) (See PPS 46-210(2); and

(I) How the District shall notify Proposers of Addenda and how the District shall make Addenda available. (See PPS 47-0430.)

(J) The following statements:

(i) "The District may cancel the procurement or reject any or all Proposals in accordance with ORS 279B.100."

(ii) A statement that requires the Contractor or subcontractor to possess an asbestos abatement license if required under ORS 468A.710.

(b) District Need to Purchase. The character of the goods or services the District is purchasing including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection, and acceptance requirements. As required by ORS 279B.060(2)(c), the District's description of its need to purchase shall:

(A) Identify the scope of the work to be performed under the resulting Contract, if the District awards one; and

(B) Outline the anticipated duties of the Contractor under any resulting Contract; and

(C) Establish the expectations for the Contractor's performance of any resulting Contract; and

(D) Unless the Contractor under any resulting Contract will provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services that are subject to ORS 279C.100 through 279C.125 or PPS 46-0500 through 46-0525, or the District for Good Cause specifies otherwise, the scope of work shall require the Contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services that the District is purchasing.

(c) Proposal and Evaluation Process.

(A) The anticipated solicitation schedule, deadlines, protest process, and evaluation process.

(B) The District shall set forth selection criteria in the Solicitation Document in accordance with the requirements of ORS 279B.060(3)(e), including the relative importance of price and any other evaluation factors used to rate the Proposals in the first tier of competition, and if more than one tier of competitive evaluation may be used, a description of the process under which the Proposals will be evaluated in the subsequent tiers. Evaluation criteria need not be precise predictors of actual future costs and performance, but to the extent possible the criteria shall:

(i) Afford the District the ability to compare the Proposals and Proposers, applying the same standards of comparison to all Proposers;

(ii) Rationally reflect Proposers' abilities to perform the resulting Contract in compliance with the Contract's requirements; and

(iii) Permit the District to determine the relative pricing offered by the Proposers, and to reasonably estimate the costs to the District of entering into a Contract based on each proposal, considering information available to the District and subject to the understanding that the actual Contract costs may vary as a result of the Statement of work ultimately negotiated or the quantity of goods or services for which the District contracts.

(C) If the District's solicitation process calls for the District to establish a competitive Range, the District shall generally describe, in the Solicitation Document, the criteria or parameters that the District shall apply to determine the competitive Range. The District, however, subsequently may determine or adjust the number of Proposers in the competitive Range in accordance with PPS 47-0261(6).

(d) Applicable Preferences, including those described in ORS 279A.120, 279A.125(2), and 282.210.

(A) Preference for Oregon goods or services, pursuant to ORS 279A.120 and PPS 46-0300 and PPS 46-0310;

(B) Preference for Recycled Materials, pursuant to ORS 279A.125 and PPS 46-0320; and

(C) Performance within the state of public printing, binding, and stationery Work, pursuant to ORS 282.210.

(e) Contractual Terms and Conditions. All contractual terms and conditions the District determines are applicable to the procurement. The District's determination of contractual terms and conditions that are applicable to the procurement may take into consideration, as authorized by ORS 279B.060(3), those contractual terms and conditions the District will not include in the Request for proposal because the District either will reserve them for negotiation or will request Proposers to offer or suggest those terms or conditions. (See PPS 47-0260(3).)

(f) Consequences of Failure to Perform. As required by ORS 279B.060(2)(h), the Contract terms and conditions shall specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by the resulting Contract. Those consequences may include, but are not limited to:

(A) The District's reduction or withholding of payment under the Contract;

(B) The District's right to require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting Contract; and

(C) The District's rights, which the District may assert individually or in combination, to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law.

(g) Whether proposal security is required.

(3) The District may include the applicable contractual terms and conditions in the form of Contract provisions or legal concepts to be included in the resulting Contract. Further, the District may specify that it will include or use Proposer’s terms and conditions that have been pre-negotiated under PPS 47-550(8), but the District may only include or use a Proposer's pre-negotiated terms and conditions in the resulting Contract to the extent that those terms and conditions do not materially conflict with the applicable Contract terms and conditions. The District shall not agree to any Proposer's terms and conditions that were expressly rejected in a solicitation protest under PPS 47-0730.

(4) For multiple award Contracts, the District may enter into Contracts with different terms and conditions with each Contractor to the extent those terms and conditions do not materially conflict with the applicable contractual terms and conditions. The District shall not agree to any Proposer's terms and conditions that were expressly rejected in a solicitation protest under PPS 47-0730.

(5) Good Cause. For the purposes of this rule, "Good Cause" means a reasonable explanation for not requiring the Contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services under the Contract, and may include an explanation of circumstances that support a finding that the requirement would unreasonably limit competition or is not in the best interest of the District. The District shall document in the Solicitation file the basis for the determination of Good Cause or for specifying otherwise. The District shall have Good Cause to specify otherwise when the District determines that:

(a) The use or purpose to which the goods or services will be put does not justify a requirement that the Contractor meet the highest prevalent standards in performing the Contract;

(b) Imposing express technical, standard, dimensional, or mathematical specifications will better ensure that the goods or services will be compatible with, or will operate efficiently or effectively with, associated information technology, hardware, software, components, equipment, parts, or on-going services with which the goods or services will be used, integrated, or coordinated;

(c) The circumstances of the industry or business that provides the goods or services are sufficiently volatile in terms of innovation or evolution of products, performance techniques, or scientific developments, that a reliable highest prevalent standard does not exist or has not been developed;

(d) That other circumstances exist in which the District's interest in achieving economy, efficiency, compatibility, or availability in the procurement of the goods or services reasonably outweighs the District's practical need for the highest standard prevalent in the applicable or closest industry or business that supplies the goods or services to be delivered under the resulting Contract.

(6) Optional Proposal Requirements.

(a) As provided in the Request for proposal or in written Addenda issued thereunder, the District may conduct site tours, demonstrations, individual or group discussions, and other informational activities with Proposers before or after the opening of Proposals for the purpose of clarification to ensure full understanding of, and responsiveness to, the Solicitation requirements or to consider and respond to requests for modifications of the proposal requirements. The District shall use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revision of Proposals.

(b) For purposes of evaluation, when provided for in the Request for proposal, the District may employ methods of Contractor selection that include, but are not limited to:

(A) An award or awards based solely on the ranking of Proposals;

(B) Discussions leading to best and final Offers, in which the District may not disclose private discussions leading to best and final Offers;

(C) Discussions leading to best and final Offers, in which the District may not disclose information derived from Proposals submitted by competing Proposers;

(D) Serial negotiations, beginning with the highest ranked Proposer;

(E) Competitive simultaneous negotiations;

(F) multi-tiered competition designed to identify, at each level, a class of Proposers that fall within a competitive Range or to otherwise eliminate from consideration a class of lower-ranked Proposers;

(G) A multistep Request for proposal requesting the submission of unpriced technical submittals, and then later issuing a Request for proposal limited to the Proposers whose technical submittals the District had determined to be qualified under the criteria set forth in the initial Request for proposal; or

(H) Any combination of methods described in this paragraph as authorized or prescribed by these rules.

(c) Revisions of Proposals may be permitted after the submission of Proposals and before award for the purpose of obtaining best Offers or best and final Offers.

(d) After the opening of Proposals, the District may issue or electronically post an Addendum to the Request for proposal that modifies the criteria, rating process, and procedure for any tier of competition before the start of the tier to which the Addendum applies. The District shall send an Addendum that is issued by a method other than electronic posting to all Proposers who are eligible to compete under the Addendum. The District shall issue or post the Addendum at least five days before the start of the subject tier of competition or as otherwise determined by the District to be adequate to allow eligible Proposers to prepare for the competition in accordance with rules adopted under ORS 279A.065.

(7) The cancellation of Requests for Proposals and the rejection of Proposals shall be in accordance with ORS 279B.100.

(8) In the Request for proposal, the District shall describe the methods by which the District shall make the results of each tier of competitive evaluation available to the Proposers who competed in the tier. The District shall include a description of the manner in which the Proposers who are eliminated from further competition may protest or otherwise object to the District's decision.

(9) The District shall issue or electronically post the notice of intent to award described in ORS 279B.135 to each Proposer who was evaluated in the final competitive tier.

(10) If a Contract is awarded, the District shall award the Contract to the responsible Proposer whose proposal the District determines in writing to be the most advantageous to the District based on the evaluation process and evaluation factors described in the Request for proposal, any applicable preferences described in ORS 279A.120 and 279A.125, and, when applicable, the outcome of any negotiations authorized by the Request for proposal. Other factors may not be used in the evaluation. When the Request for proposal specifies or authorizes the award of multiple Public Contracts, the District shall award Public Contracts to the responsible Proposers who qualify for the award of a Contract under the terms of the Request for proposal.

(11) The District may issue a request for information, a request for interest, a Request for Qualifications, or other preliminary documents to obtain information useful in the preparation of a Request for proposal.

PPS 47-0261 Procedures for Competitive Range; Multi-Tiered and Multistep Solicitations Multistep Proposals

(1) Generally. The District may use one or more, or any combination of procure goods or services employing any combination of the methods of Contractor selection set forth in ORS 279B.060(7), 279B.0608 and this rule to procure goods or services. In addition to the procedures set forth in PPS 47-0300 through 47-0490 for methods of Contractor selection, the District may provide for a multi-tiered or multistep selection process that permits award to the highest ranked Proposer at any tier or step, calls for the establishment of a competitive Range, or permits either serial or competitive simultaneous discussions or negotiations with one or more Proposers.

(2) Methods. When conducting a multi-tiered or multistep selection process, the District may use any combination or series of Proposals, discussions, negotiations, demonstrations, offers, or other means of

soliciting information from Proposers that bears on the selection of a Contractor or Contractors. In multi-tiered and multistep competitions, the District may use these means of soliciting information from prospective Proposers and Proposers in any sequence or order, and at any stage of the selection process, as determined in the discretion of the District.

(3) District May Elect to Award Contract Prior to Completion of Stages. When the District's Request for proposal prescribes a multi-tiered or multistep Contractor selection process, the District nevertheless may, at the completion of any stage in the competition and on determining the Most Advantageous Proposer (or, in multiple award situations, on determining the awardees of the Public Contracts), award a Contract (or Contracts) and conclude the procurement without proceeding to subsequent stages. The District also may, at any time, cancel the procurement under ORS 279B.100.

(4) Exclusion Protest. The District may provide, before the notice of an intent to award, an opportunity for a Proposer to protest exclusion from the competitive Range or from subsequent phases of multi-tiered or multistep sealed Proposals as set forth in PPS 47-0720.

(5) Award Protest. The District shall provide an opportunity to protest its intent to award a Contract pursuant to ORS 279B.410 and PPS 47-0740. An Affected Offeror may protest, for any of the bases set forth in PPS 47-0720(2), its exclusion from the competitive Range or from any phase of a multi-tiered or multistep sealed proposal process, or may protest an Addendum issued following initial Closing, if the District did not previously provide Proposers the opportunity to protest the exclusion or Addendum. The failure to protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the District.

(6) Competitive Range. When the District's solicitation process conducted under ORS 279B.060(8) calls for the District to establish a competitive Range at any stage in the procurement process, the District may do so as follows:

(a) Determining Competitive Range.

(A) The District may establish a competitive Range after evaluating all Responsive Proposals in accordance with the evaluation criteria in the Request for proposal. After evaluation of all Proposals in accordance with the criteria in the Request for proposal, the District may determine and rank the Proposers in the competitive Range. Notwithstanding the foregoing, however, in instances in which the District determines that a single Proposer has a reasonable chance of being determined the most Advantageous Proposer, the District need not determine or rank Proposers in the competitive Range. In addition, notwithstanding the foregoing, the District may establish a competitive Range of all Proposers to enter into discussions to correct deficiencies in Proposals.

(B) The District may establish the number of Proposers in the competitive Range in light of whether the District's evaluation of Proposals identifies a number of Proposers who have a reasonable chance of being determined the most advantageous Proposer, or whether the evaluation establishes a natural break in the scores of Proposers that indicates that a particular number of Proposers are closely competitive or have a reasonable chance of being determined the most Advantageous Proposer.

(b) Protesting Competitive Range. The District shall provide written notice to all Proposers identifying Proposers in the competitive Range. The District may provide an opportunity for Proposers excluded from the competitive Range to protest the District's evaluation and determination of the competitive Range in accordance with PPS 47-0720.

(7) Discussions. The District may initiate oral or written discussions with all "eligible Proposers" on subject matter within the general scope of the Request for proposal. In conducting discussions, the District:

(a) Shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another;

(b) May disclose other eligible Proposers' Proposals or discussions only in accordance with ORS 279B.060(8)(b) or (c);

(c) May adjust the evaluation of a proposal as a result of discussions. The conditions, terms, or price of the proposal may be changed during the course of the discussions provided the changes are within the scope of the Request for proposal.

(d) At any time during the time allowed for discussions, the District may:

(A) Continue discussions with a particular eligible Proposer;

(B) Terminate discussions with a particular eligible Proposer and continue discussions with other eligible Proposers; or

(C) Conclude discussions with all remaining eligible Proposers and provide, to the then-eligible Proposers, notice requesting best and final Offers.

(8) Negotiations.

(a) Serial Negotiations Allowed. The District may commence serial negotiations with the highest ranked eligible Proposer or commence simultaneous negotiations with all eligible Proposers. The District may negotiate:

(A) The statement of work;

(B) The Contract Price as it is affected by negotiating the statement of work and other terms and conditions authorized for negotiation in the Request for proposal or Addenda thereto; and

(C) Any other terms and conditions reasonably related to those authorized for negotiation in the Request for proposal or Addenda thereto. Proposers shall not submit for negotiation, and a District shall not accept, alternative terms and conditions that are not reasonably related to those authorized for negotiation in the Request for proposal or any Addendum.

(b) Terminating Negotiations. At any time during discussions or negotiations the District conducts under this rule, the District may terminate discussions or negotiations with the highest ranked Proposer, or the eligible Proposer with whom it is currently discussing or negotiating, if the District reasonably believes that:

(A) The eligible Proposer is not discussing or negotiating in good faith; or

(B) Further discussions or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a Contract in a timely manner.

(c) Continuing Serial Negotiations. If the District is conducting serial negotiations and the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-scoring eligible Proposer, and continue the sequential process until the District has either:

(A) Determined to award the Contract to the eligible Proposer with whom it is currently discussing or negotiating; or

(B) Decided to cancel the procurement under ORS 279B.100.

(d) Competitive Simultaneous Negotiations. If the District chooses to conduct competitive negotiations, the District may negotiate simultaneously with competing eligible Proposers. The District:

(A) Shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another;

(B) May disclose other eligible Proposers' Proposals or the substance of negotiations with other eligible Proposers only if the District notifies all of the eligible Proposers with whom the District shall engage in negotiations of the District's intent to disclose before engaging in negotiations with any eligible Proposer.

(e) Any oral modification of a proposal resulting from negotiations shall be reduced to writing.

(9) Best and Final Offers. If the District requires best and final Offers, the District shall establish a common date and time by which eligible Proposers shall submit best and final Offers. If the District is dissatisfied with the best and final Offers, the District may make a written determination that it is in the District's best interest to conduct additional discussions, negotiations or change the District's requirements and require another submission of best and final Offers. The District shall inform all eligible Proposers that if they do not submit notice of withdrawal or another best and final Offer, their immediately previous Offers will be considered their best and final Offers. The District shall evaluate Offers as modified by the best and final Offers. The District shall conduct the evaluations as described in OAR PPS 47-0600. The District may not modify evaluation factors or their relative importance after the date and time that best and final Offers are due.

(10) Multistep Sealed Proposals. The District may procure goods or services by using multistep competitive sealed Proposals under ORS 279B.060(8)(b)(g). multistep sealed Proposals is a phased procurement process that seeks necessary information or unpriced technical Proposals in the first phase and, in the second phase, invites Proposers who submitted technically qualified Proposals to submit competitive sealed price Proposals on the technical Proposals. The District shall award the Contract to the Responsible Proposer submitting the most advantageous proposal in accordance with the terms of the Solicitation Document applicable to the second phase.

(a) Public Notice. When the District uses multistep sealed Proposals, the District shall give public notice for the first phase in accordance with PPS 47-0300. Public notice is not required for the second phase. However, the District shall give notice of the subsequent phases to all Proposers and inform any Proposers excluded from the second phase of the right, if any, to protest exclusion under PPS 47-0720.

(b) Procedure for Phase One of Multistep Sealed Proposals. The District may initiate a multistep sealed Proposals procurement by issuing a Request for proposal in the form and manner required for competitive sealed Proposals except as provided In this rule. In addition to the requirements required for competitive sealed Proposals, the multistep Request for proposal shall state:

(A) That unpriced technical Proposals are requested;

(B) That the Solicitation is a multistep sealed proposal procurement and that, in the second phase, priced Proposals will be accepted only from those Proposers whose unpriced technical Proposals are found qualified in the first phase;

(C) The criteria for the evaluation of unpriced technical Proposals; and

(D) That the goods or services being procured shall be furnished generally in accordance with the Proposer's technical proposal as found to be finally qualified and shall meet the requirements of the Request for proposal.

(c) Addenda to the Request for Proposal. After receipt of unpriced technical Proposals, Addenda to the Request for proposal shall be distributed only to Proposers who submitted unpriced technical Proposals.

(d) Receipt and Handling of Unpriced Technical Proposals. Unpriced technical Proposals need not be opened publicly.

(e) Evaluation of Unpriced Technical Proposals. Unpriced technical Proposals shall be evaluated solely in accordance with the criteria set forth in the Request for proposal.

(f) Discussion of Unpriced Technical Proposals. The District may seek clarification of a technical proposal of any Proposer who submits a qualified, or potentially qualified, technical proposal. During the course of such discussions, the District shall not disclose any information derived from one unpriced technical proposal to any other Proposer.

(g) Methods of Contractor Selection for Phase One. In conducting phase one, the District may employ any combination of the methods of Contractor selection that call for the establishment of a competitive Range or include discussions, negotiations, or best and final Offers as set forth in this rule.

(h) Procedure for Phase Two. On the completion of phase one, the District shall invite each qualified Proposer to submit price Proposals. The District shall conduct phase two as any other competitive sealed proposal procurement except as set forth in this rule.

(i) No public notice need be given of the request to submit Price Proposals because such notice was previously given.

PPS 47-0265 Small Procurements

(1) Generally. For procurements of goods or services less than or equal to the dollar amount stated in ORS 279B.065, the District may award a Contract as a Small procurement in any manner the District deems practical or convenient, including by direct selection or award.

(2) Amendments. The District may amend a Contract awarded as a Small procurement in accordance with PPS 47-0800.

(3) No Fragmentation. A procurement may not be artificially divided or fragmented so as to constitute a Small procurement. See ORS 279B.065(2).

PPS 47-0270 Intermediate Procurements

(1) Generally. For procurements of goods or services greater than the dollar amount stated in ORS 279B.065 and less than or equal to the higher dollar amount stated in ORS 279B.070, the District may award a Contract as an intermediate procurement pursuant to ORS 279B.070.

(2) Intermediate Solicitation Process. When conducting an intermediate procurement, the District shall seek at least three informally solicited competitive Price quotes or competitive Proposals from prospective Contractors. The District shall keep a written record of the sources of the quotes or Proposals received. If three quotes or Proposals are not reasonably available, fewer will suffice, but the District shall make a written record of the effort made to obtain the quotes or Proposals.

(3) Negotiations. The District may negotiate with a prospective Contractor who offers to provide goods or services in response to an intermediate procurement to clarify its quote or Offer or to effect modifications that will make the quote or Offer more Advantageous to the District.

(4) Award. If a Contract is awarded, the District shall award the Contract to the Offeror whose quote or proposal will best serve the interests of the District, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, and Contractor responsibility under ORS 279B.110.

(5) Amendments. The District may amend a Contract awarded as an intermediate procurement in accordance with PPS 47-0800.

(6) No Fragmentation. A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement. See ORS 279B.070(2).

PPS 47-0275 Sole-Source Procurements

(1) Generally. The Superintendent is delegated the authority to determine whether goods and service or a class of goods or services are available from only one source pursuant to ORS 279B.075. The Superintendent's determination shall be based on written findings that may include information that:

(a) The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;

(b) The goods or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) The goods or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

(2) Public Notice. If the Contract amount is greater than $150,000, the District shall give public notice of the Superintendent's determination that the goods or services or class of goods or services are available from only one source. The District shall publish such notice in a manner similar to public notice of competitive sealed Bids under ORS 279B.055(4) and PPS 47-0300. The public notice shall describe the goods or services to be acquired by a sole-source procurement, identify the prospective Contractor, and include the date, time, and place that protests are due. The District shall give Affected Persons at least seven (7) days from the date of the notice of the determination that the goods or services are available from only one source to protest the sole-source determination.

(3) Protest. An Affected Person may protest the Superintendent's determination that the goods or services or class of goods or services are available from only one source in accordance with PPS 47-0710.

PPS 47-0280 Emergency Procurements

(1) Generally. The Superintendent may award a Public Contract as an Emergency Procurement. The Superintendent will document the nature of the emergency and describe the method used for selection of the particular Contractor. See ORS 279B.080.

(2) Construction Services. For Emergency Procurement of construction, the District shall ensure competition for a Contract for the Emergency Work that is reasonable and appropriate under the emergency circumstances. In conducting the procurement, the District shall set a solicitation time period that the District determines to be reasonable under the Emergency circumstances, and may issue written or oral requests for Offers or make direct appointments without competition in cases of extreme necessity. See PPS 49-0150.

SPECIAL PROCUREMENTS (CONTRACTING EXEMPTIONS)

PPS 47-0285 **Special Procurements**; Purpose and Application

The District may award a Public Contract as a Special procurement pursuant to the requirements of ORS 279B.085 without using competitive sealed bidding or competitive sealed Proposals or other competitive procedures as otherwise required by these rules. The Contract Review Board shall approve Special procurements. The Contract Review Board may approve the following two types of Special procurements:

(1) A "Class Special Procurement" is a procurement procedure for entering into a series of Contracts over time or for multiple projects based on the classification of the Contract.

(2) A "Contract-Specific Special Procurement" is a procurement procedure for the purpose of entering into a single Contract or a number of related Contracts on a one-time basis or for a single project.

PPS 47-0287 Special Procurements; Request Procedures

(1) To seek approval of an additional Special procurement, the Superintendent shall submit a written request to the Contract Review Board. The request shall describe the contracting procedure, the goods or services or class of goods or services that are the subject of the Special procurement, and the circumstances that justify the use of a Special procurement under the standards set forth in section (2) of this rule.

(2) The Contract Review Board shall review and may approve a request for a Special procurement if the Contract Review Board finds that the use of the Special procurement:

(a) Is unlikely to encourage favoritism in the awarding of Public Contracts or to substantially diminish competition for Public Contracts; and

(b) **(A)** Is reasonably expected to result in substantial cost savings to the District or to the public; or

(B) Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with procurement requirements that would otherwise be applicable to the procurement under division 47 of these rules.

(3) The District shall give public notice of approval of a Special procurement in the manner provided in ORS 279B.055(4) and PPS 47-0300. The notice will describe the goods or services or class of goods or services subject to the Special procurement, and shall give Affected Persons at least seven days from the date of notice of the approval of the Special procurement to protest the Special procurement.

(4) An Affected person may protest the approval of a Special procurement in accordance with ORS 279B.400 and PPS 47-0700.

(5) An approved Class Special Procurement shall be added to enumerated Class Special Procurements in PPS 47-0288.

PPS 47-0288 Approved Class Special Procurements

The Contract Review Board declares the following classes of Contracts for goods or services listed in this section as Class Special Procurements for which Contracts may be awarded without compliance with the competitive procurement requirements that would otherwise be applicable to the procurement under division 47 of these rules. Unless an alternative procurement process is particularly specified in these rules, the selection procedures for such Class Special Procurements shall be as the Superintendent determines will result in a Contract that will best serve the interests of the District. Prior to utilizing a Class Special Procurement, the Superintendent will document in writing in the Solicitation file the reasons why the Contract qualifies as a Class Special Procurement under these rules, including any required findings. Except as otherwise provided in this rule, the School Board shall approve any Contracts awarded pursuant to Special procurement if the Contract Price exceeds the Superintendent's delegated authority under PPS 45-0200. The Contract Review Board hereby designates the following classes of Contracts for Special procurement:

(1) **Advertising Contracts**. The District may purchase advertising in any medium, regardless of the dollar value of the Contract. The District may sell advertising for District publications or activities, regardless of the dollar value of the Contract.

(2) **Equipment Repair/Overhaul**. The District may enter into a Public Contract for equipment repair or overhaul without competitive procurement, subject to the following conditions:

(a) Where the extent of the repair or overhaul is unknown or not easily identified; or

(b) Where service or parts requirements are unpredictable; or

(c) Service or parts required are for equipment for which specially trained personnel are required, and such personnel are available from only one source; and

(d) Conducting a competitive process is impractical. The District shall document in the Solicitation file the reasons why a competitive process was deemed to be impractical

(3) Specifications.

(a) "Or Equal" Specification.

(A) A Brand Name or Equal Specification may be used when the use of a Brand Name or Equal Specification is advantageous to the District, because the Brand Name describes the standard of quality, performance, functionality, and other characteristics of the product needed by the District.

(B) The Superintendent is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

(C) Nothing in this section may be construed as prohibiting the Superintendent from specifying one or more comparable products as examples of the quality, performance, functionality, or other characteristics of the product needed by the District.

(b) Specifying a Particular Make or Product. A Brand Name Specification may be prepared and used only if the Superintendent determines for a solicitation or a class of solicitations that only the identified Brand Name Specification will meet the needs of the District based on one or more of the following findings:

(A) That use of a Brand Name Specification is unlikely to encourage favoritism in the awarding of Public Contracts or substantially diminish competition for Public Contracts;

(B) That use of a Brand Name Specification would result in substantial cost savings to the District;

(C) That there is only one manufacturer or seller of the product of the quality, performance, or functionality required;

(D) That the equipment or supplies being procured are used in athletic programs or physical education programs; or

(E) That efficient utilization of existing goods requires the acquisition of compatible goods or services. For the purposes of this finding, "compatibility" includes, without limitation, technical compatibility, technological equity, and equivalent ease of training, durability, and use. "Compatibility" also includes, without limitation, compatibility among equipment in a standardized technology bundle developed to deliver curriculum in a classroom.

(4) Copyrighted Materials and Creative Works. The District may directly purchase copyrighted materials or creative works regardless of dollar value if available from only one source. Examples of copyrighted materials covered by this exemption may include, but are not necessarily limited to, all adopted curriculum materials and tools in any format, including without limitation hard copy, electronic, digital or online. Examples of such curriculum material include textbooks, workbooks, curriculum kits, on-line curriculum, instructional software applications and related digital resources, assessments, assessment materials and reports. This exemption also includes reference materials in any format, including without limitation books, periodicals, audio and visual media, and non-mass-marketed software. Examples of creative works covered by this Class Special Procurement including without limitation, artwork, music, uncopyrighted writings, and similar works.

(5) Insurance and Employee Benefits. The District may purchase liability, property damage, workers' compensation, and other insurance and insurance services Contracts, and employee benefits, without competitive procurement and regardless of dollar amount, by selecting either a vendor directly or by appointing an agent of record. For the purpose of this Special procurement, "employee benefits" includes, but is not limited to, "employee benefit plans" as defined in ORS 243.105(1), plans provided through the Oregon Educators Benefits Board pursuant to ORS 243.860 through 243.886, plans provided through the School District No. 1J Health and Welfare Trust, flexible benefit plans as defined in ORS 243.221, insurance

or other benefit based on life, supplemental medical, supplemental dental, optical, accidental death or disability insurance plans, long-term care insurance, health care coverage to retired officers, employees, spouses, and children, employee assistance plans, and expense reimbursement plans.

(6) Spot Buys. This Special procurement provides a process for the District to procure products that are available for a limited period of time at "lower-than-normal" prices (also referred to as "spot buys").

(a) Regardless of dollar value and without competitive procurement, the District may purchase "spot buys."

(b) Conditions. The District may procure an unlimited dollar value of products when any of the following conditions are present:

(A) A non-exclusive mandatory-use Contract or regularly scheduled bid process already exists for the item being purchased;

(B) The proposed unit price of the item(s) to be purchased is significantly less than a comparable item's price on an existing mandatory-use Contract, recent bid, or based on obtaining at least three quotes, and the amount saved exceeds any additional administrative costs incurred to purchase the item using this Special procurement;

(C) The product being purchased has limited availability (i.e., the product may no longer be available or available at the special price upon completion of normal bid processes); or

(D) Any mandatory-use Contract currently in place for the item being purchased contain clauses allowing for the use of this Special procurement.

(c) Notwithstanding Subsection 6(b) of this section, the District may not purchase a spot buy if doing so would jeopardize fulfillment of a guaranteed minimum volume under an existing mandatory-use Contract;

(d) Documentation. Purchases may only be made under this Special procurement if the Superintendent documents to the Solicitation file that the conditions set forth in section (6)(b) apply to the proposed purchase.

(e) Notwithstanding PPS 45-0200, the School Board hereby authorizes the Superintendent to enter into and approve payment on "spot-buy" Contracts in any dollar amount, but will report the nature and amount of the Contract to the School Board as provided in PPS 45-0200(6).

(7) Price Agreements.

(a) Price Agreements may be established for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining District requirements for volume discounts, creating standardization among agencies, and reducing lead time for ordering. The Superintendent may enter into Price Agreements to purchase goods or services for an anticipated need at a predetermined price, but the Contract shall be let by a competitive procurement process pursuant to the requirements of these rules.

(b) The Superintendent may purchase the goods or services from a Contractor awarded a Price Agreement without first undertaking additional competitive solicitation up to the amount set forth in the Price Agreement.

(c) The Superintendent may use the Price Agreement entered into by another Public Agency when the Original Contract was let pursuant to PPS 46-0400 through 46-0480;

(d) The term of the Price Agreement, including renewals, may not exceed the term stated in the original solicitation.

(8) Purchase of Used Personal Property. The District may purchase used property or equipment. "Used personal property or equipment" is property or equipment that has been placed in its intended use by a previous owner or user for a time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of the District purchase. "Used personal property or equipment" generally does not include property or equipment if the District was the previous user, whether under a lease, as part of a demonstration, trial, or pilot project, or under a similar arrangement. Notwithstanding PPS 45-0200, the School Board hereby authorizes the Superintendent to enter into and approve payment on a Contract for the purchase of used personal property in any dollar amount.

(9) Sale of Used Personal Property.

(a) The Superintendent may sell used personal property without obtaining competitive Bids or quotes if a liquidation sale would bring in greater revenue to the District than would be gained through Bids. As used in this section, "surplus personal property" is property or equipment that has been determined to no longer be useful to the District. It may be property or equipment that the District has used for some time and that is fully used up or obsolete. It may be property or equipment that is the natural excess or leftover from a project, such as cable, wire, carpet, etc., that has been cut or partially used in some manner so that it cannot be returned to the supplier for a refund.

(b) For sales of surplus property valued at more than $25,000 per item or lot, the Superintendent shall attempt to obtain at least three competitive quotes. The Superintendent will keep a written record of the source and number of quotes received. If three quotes are not available, a written record shall be made of the attempt to obtain three quotes.

(c) The Superintendent may sell used personal property regardless of price via an electronic auction or sales service including, without limitation, eBay, Craigslist, or other similar Internet-based auctions or marketplaces. If the service does not otherwise provide for a competitive sales process, the Superintendent will establish a minimum bid, a time period for acceptance of Bids, and will not sell the property unless the Superintendent receives a minimum of three Bids. The sale will be awarded to the highest Responsible bidder submitting a Responsive Bid, except that the Superintendent may accept a lower bid if transportation or other costs associated with collection or delivery of the property would offset the higher bid amount.

(d) The Superintendent may sell, sell at a discount, or donate used personal property to another school district, to another Public Body, or to a nonprofit corporation that provides educational, social, or other important services to the District, District students, or families of District students.

(e) If the Superintendent determines that the used personal property has no market value, or that the market value is so low that the staff time or cost involved in selling the property is likely to exceed the value of the used personal property, the Superintendent may dispose of the property as the Superintendent determines is in the best interest of the District.

(10) Reverse Auctions.

(a) A reverse auction means a process for the purchase of goods or services from the lowest bidder. The District shall conduct reverse auctions by first publishing a solicitation that describes its requirements and Contract terms and conditions. Then the District shall solicit online Bids from all interested bidders through an Internet-based program. The solicitation shall set forth a start and end time for Bids and specify the following type of information to be disclosed to bidders during the reverse auction:

(A) The prices of the other bidders or the price of the most competitive bidder;

(B) The rank of each bidder (e.g., (i) "winning" or "not winning" or (ii) "1st, 2nd, or higher");

(C) The scores of the bidders if the District chooses to use a scoring model that weighs non-price factors in addition to price; or

(D) Any combination of (A), (B), and (C) above. Before the reverse auction commences, bidders shall be required by the District to assent to the Contract terms and conditions, either in writing or by an Internet "click" agreement. The bidders then compete for the award of a Contract by offering successively lower prices, informed by the price(s), ranks, and scores, separately or in any combination thereof, disclosed by the District. The identity of the bidders shall not be revealed during this process. Only the successively lower price(s), ranks, scores, and related details, separately or in any combination thereof, will be revealed to the participants. The District may cancel this solicitation if the District determines that it is in the District's best interest. At the end of this Bidding process, the District shall award any potential Contract to the lowest Responsible bidder, or in the case of multiple awards, lowest Responsible bidders pursuant to ORS 279A.055(10)(b). This process allows the District to test and determine the suitability of the goods or services before making the award.

(11) Software and Hardware Maintenance, Licenses, Subscriptions, Other Digital Resources and Upgrades. The Superintendent may directly enter into a Contract or renew existing Contracts for information technology and telecommunications hardware or software maintenance, software licenses and subscriptions (including for programs, applications, and other digital or electronic resources), and upgrades without competitive solicitation where the maintenance, upgrades, subscriptions, and licenses are either available from only one source or, if available from more than one provider, are obtained from the District's current provider in order to utilize the pre-existing knowledge of the vendor regarding the specifics of the District's hardware or software system. The Superintendent shall document in the Solicitation file the facts that justify either that maintenance, licenses, subscriptions, and upgrades were available from only one source or, if from more than one source, from the current vendor.

(12) Hazardous Material Abatement.

(a) The Superintendent may enter into Public Contracts without competitive procurement, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted by the Oregon Department of Environmental Quality ("DEQ") under ORS chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption.

(b) The Superintendent shall, to the extent reasonable under the circumstances, encourage competition by attempting to obtain informal quotes from potential suppliers of goods or services.

(c) The department responsible for managing or coordinating the clean-up shall submit a written description of the circumstances that require the clean-up and a copy of the DEQ order for the clean-up to the District Purchasing Department.

(d) The District Purchasing and Contracting Department shall record the measures taken under section (12)(b) of this rule to encourage competition, the amount of the quotes or Proposals obtained, if any, and the reason for selecting the Contractor to whom award is made.

(e) The District may not contract pursuant to this exemption in the absence of an order from the DEQ to clean up a site that includes a time limit that would not allow the District to hire a Contractor under normal competitive procurement procedures. Goods or services to perform other hazardous material removal or clean-up will be purchased in accordance with normal competitive procurement procedures as described in these rules and policies.

(f) Notwithstanding PPS 45-0200, the School Board hereby authorizes the Superintendent to enter into and approve payment on a Contract for hazardous material abatement in any dollar amount.

(13) Purchase of Products for Resale to Students and Staff. The District may purchase personal property for resale to students and staff without competitive procurement and regardless of dollar amount.

(14) Radio and Television Contracts for Student Activities.

(a) Generally. The Superintendent shall use a competitive procurement method (e.g., an Invitation to Bid or Request for proposal) to obtain written Bids or Proposals to provide commercial radio and television services for any student activity or District program, including athletics, if the value of the services totals more than $150,000, regardless of whether the District is paying or receiving revenue under the Contract.

(b) Specific and Ancillary Services. The Solicitation Document used to invite Bids or Proposals to furnish radio or television services to District programs shall include the minimum bidder or qualifications and service specifications and will conform to the other requirements of the "Request for proposal" rule herein. The Solicitation Document may invite interested bidders or Proposers to offer other ancillary services. Each ancillary service, if offered, shall be accompanied by a dollar value that reflects the current purchase price for the service and a description of the service and its use and application.

(c) Term of Contract. A Contract for radio or television services may be awarded for up to five years.

(15) Donated Materials or Services. The District may directly negotiate a Contract with a Person to perform services or provide goods or services regardless of dollar amount, if:

(a) The Person has agreed to donate all or a significant portion of the materials or services necessary to perform the work; and

(b) The Person enters into a license or agreement with the District whereby the Person agrees to comply with the Public Contract requirements applicable to the particular project and any requirements that the District deems necessary or beneficial to protect the District.

(16) Manufacturer Direct Supplies. The District may purchase goods directly from a manufacturer if a large-volume purchase is required and the cost from the manufacturer is the same or less than the cost the manufacturer charges to its distributor(s). procurements of this type are made on a Contract-by-Contract basis and are not Price Agreements.

(17) Benson House Program Contracts. The District may directly negotiate a Contract for goods and/or services without complying with the competitive procurement requirements of these rules where the Contract is for the purpose of supporting the Benson Polytechnic High School Building Construction Class, and all or a portion of the Contract Price is discounted or donated to the District.

(18) Purchases Under Contracts Solicited by Nonprofit Procurement Organizations of Which the District Is a Member. The District may purchase goods and/or services under a Contract or procurement solicited by a Nonprofit Procurement Organization of which it is a member. For the purposes of this Special procurement, such a procurement Organization will be considered to be an "Administering Contracting Agency" and a "Contracting Purchasing Group" under PPS 46-0400 through 46-0480. Such procurement shall otherwise comply with the requirements for permissive, joint, or Interstate Cooperative Procurements, as applicable, pursuant to PPS 46-0400 through 46-0480.

(19) Secure, Specialized Transportation for Special Needs Students. The Superintendent may contract directly for transportation services for special needs students where such transportation need requires a transportation service with skills or equipment tailored to the needs of the particular special needs student or class of special needs students. For the purposes of this Special procurement, a "special needs student" is a student with special physical, mental, developmental, or security needs such that District transportation, public transportation, or other private general transportation providers (taxicabs, town car services, charter

services, etc.) cannot provide safe, beneficial, or timely service. Notwithstanding PPS 45-0200, the School Board hereby authorizes the Superintendent to enter into and approve payment on a Contract for secure, specialized transportation, in any dollar amount.

(20) FSCP. The Superintendent may establish an FSCP for goods, services, or construction services that are not Public Improvements for a particular class of services, where the need for such services is ongoing in nature, where it is difficult to anticipate the service need, time, amount, or availability of Contractors, or where service needs arise so quickly that it is not practical or cost-effective to conduct individual solicitations under these rules. An FSCP shall comply with the following requirements:

(a) Solicitation to Create an FSCP. An FSCP for goods or services shall be solicited based on the total cost of the work estimated to be awarded through the FSCP during its life. If the total amount of the work is estimated to be over $150,000, the Superintendent shall use a competitive sealed Proposals process as provided in PPS 47-0260. If the total amount of the work is $150,000 or less, the FSCP may be solicited pursuant to the intermediate procurement process set forth in PPS 47-0270.

(A) The Superintendent shall document the reasons for establishing an FSCP consistent with this rule in the Solicitation file. This documentation shall be reviewed and approved by the Director of procurement as demonstrating that the procurement qualifies for use of an FSCP under these rules.

(B) The solicitation shall describe the class of Contracts that can be awarded to Contractors in the FSCP. The District may not award Contracts outside the designated class of Contracts to the FSCP.

(C) The solicitation shall set forth the number of Contractors that will be appointed to the FSCP, the selection criteria, and the methodology for ranking the requests and selecting the Contractors to be appointed to the pool.

(D) The solicitation may request a binding Price quote or rate that will become part of a subsequent Contract or may establish the pool based on qualification alone.

(E) The solicitation may set or limit the value of the work to be performed by the FSCP.

(b) Contracting for Work from an FSCP. Once an FSCP has been established, the Superintendent may negotiate Contracts directly with Contractors in the pool to perform certain services or provide certain goods within the established scope of the work. Upon creation of the FSCP, the Superintendent will generate a random list of names of the Contractors appointed to the FSCP. Contracts for individual services or goods will be offered, negotiated, and awarded sequentially to Contractors on the FSCP list. Once the Superintendent has offered a Contract to all of the Contractors in the FSCP (whether or not some or all of the Contractors have accepted the Offer), a new random FSCP list will be generated. The Superintendent may Offer a Contract to Contractors out of sequence in the following circumstances:

(A) The Contractor that is next on the list declines or is unavailable during the time period needed.

(B) Contract negotiations with the next-listed Contractor are not successful.

(C) The project is for goods or services that is a continuation of, addition to, or connected with goods or services previously performed by a Contractor on the list, and such prior experience means that it is in the best interest of the District to award the Contract to the Contractor that performed the prior Work or provided the prior goods.

(D) The nature of the project is such that the Superintendent determines that an additional analysis of Contractor capability or capacity is required. In order to make this

determination, the Superintendent shall conduct an intermediate procurement pursuant to PPS 47-0270 limited to Contractors in the FSCP.

If a Contractor is selected outside of the sequence, the reason shall be documented in writing in the Solicitation file.

(c) An FSCP established under this rule will expire after three years from the date of Closing of the Solicitation, unless reestablished as provided in this rule.

(d) Appointment to an FSCP does not guarantee that a Contractor will receive a particular amount of work or orders, or any Work or orders at all.

(e) The establishment of an FSCP does not preclude the Superintendent from procuring goods or services that would otherwise fall within the FSCP from other Contractors through any other procurement method authorized under these rules.

(f) At any time during the term of an FSCP, the Superintendent may request confirmation from a Contractor or Contractors in the pool that the Contractor continues to maintain the skills, personnel, inventory, or other capability needed to perform the class of work or provide the required goods or services.

(g) If an FSCP for construction services is reasonably estimated to include Public Works projects that will total over $50,000 during the life of the FSCP, Public Works Contracts awarded to Contractors on an FSCP list shall require the payment of prevailing wages pursuant to ORS 279C.800 through 279C.870.

(21) Contracts for Price-Regulated Items. The Superintendent may contract for the direct purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state, or local regulatory authority without competitive solicitation.

(22) Service Monopoly. The Superintendent may enter into Contracts for Work by a utility or other entity that has been granted a monopoly for services for a specific geographic area or provision of a type of service and by agreement the utility or entity is either entitled to or is required to perform the required Work.

(23) Investment Contracts. The Superintendent may contract for the investment of District funds or the borrowing of funds by the District when such investment or borrowing is contracted pursuant to statute, rule, or constitution. The Superintendent shall use competitive methods where possible to achieve the best value for the District.

(24) Rating Agency Contracts. The District may purchase the services of Moody's Investors service, Standard & Poor's, or similar rating agencies.

(25) Gasoline, Diesel Fuel, Heating Oil, Lubricants, and Asphalt. The Superintendent may purchase gasoline, diesel fuel, heating oil, lubricants, and asphalt using the intermediate procurement Process set forth in PPS 47-0270 regardless of dollar amount.

(26) Hotel, Catering, and Space Rental Contracts.

(a) The Superintendent may rent a room or meeting facility in a hotel, event space, or other venue for District purposes without competitive procurement.

(b) The Superintendent may hire a caterer without competitive procurement where use of a particular caterer or catering service is a condition of rental of a facility.

(27) Specialized Assistive Equipment for Students. The superintendent may directly procure specialized assistive equipment for students, including without limitation positioning equipment for orthopedically impaired students and assistive technology for blind/vision impaired, deaf/hard of hearing, and deaf/blind

students, and augmentative and alternative communication equipment for students who require such assistance.

(28) Service, Repair, or Maintenance Services for Products under Warranty. The superintendent may directly procure service, repair, or maintenance services from a manufacturer, dealer, or authorized service provider for a product or a system subject to a warranty when the terms of the warranty require use of a particular maintenance service provider or providers, or when the manufacturer or approved provider shall diagnose a problem because the system or part is proprietary.

PROCUREMENT PROCESS

PPS 47-0300 Public Notice of Solicitation Documents

(1) Notice of Solicitation Documents; Fee. The District shall provide public notice of every Solicitation Document in accordance with section (2) of this rule. The District may give additional notice using any method it determines appropriate to foster and promote competition, including:

- **(a)** Mailing notice of the availability of the Solicitation Document to Persons that have expressed an interest in the District's procurements;
- **(b)** Placing notice on the District's electronic procurement System; or
- **(c)** Placing notice on the District's Internet World Wide Web site.

(2) Advertising. The District shall advertise every notice of a Solicitation Document as follows:

- **(a)** The District shall publish the advertisement for Offers in accordance with the requirements of ORS 279B.055(4) and 279B.060(5) in at least one newspaper of general circulation in the District and in as many other publications as the District may determine; or
- **(b)** The District may publish the advertisement for Offers on the District's electronic procurement System instead of publishing notice in a newspaper of general circulation required by ORS 279B.055(4) when the District determines that doing so is more cost effective.
- **(c)** Notice shall be given at least seven days prior to the Solicitation Closing day.

(3) Content of Advertisement. All advertisements for Offers shall set forth:

- **(a)** Where, when, how, and for how long the Solicitation Document may be obtained;
- **(b)** A general description of the goods or services to be acquired;
- **(c)** The interval between the first date of notice of the Solicitation Document given in accordance with Sections (2)(a) or (b) above and Closing, which shall not be less than fourteen (14) days for an Invitation to Bid and thirty (30) days for a Request for proposal, unless the District determines that a shorter interval is in the public's interest, and that a shorter interval will not substantially affect competition. However, in no event shall the interval between the first date of notice of the Solicitation Document given in accordance with section (2)(a) or (b) above and Closing be less than seven (7) days as set forth in ORS 279B.055(4)(f). The District shall document the specific reasons for the shorter public notice period in the Solicitation file;
- **(d)** The date that Persons shall file applications for prequalification if prequalification is a requirement, and that the class of goods or services is one for which Persons shall be prequalified;
- **(e)** The office where Contract terms, conditions, and specifications may be reviewed;
- **(f)** The name, title, and address of the individual authorized by the District to receive Offers;
- **(g)** The scheduled Opening; and
- **(h)** Any other information the District deems appropriate.

(4) Posting Advertisement for Offers. The District shall post a copy of each advertisement for Offers at the principal business office of the District. An Offeror may obtain a copy of the advertisement for Offers upon request.

(5) Fees. The District may charge a fee or require a deposit for the Solicitation Document.

(6) Notice of Addenda. The District shall provide potential Offerors notice of any Addenda to a Solicitation Document in accordance with PPS 47-0430.

PPS 47-0310 Bids or Proposals Are Offers

(1) Offer and Acceptance. The Bid or proposal is the bidder's or Proposer's Offer to enter into a Contract.

(a) In competitive bidding and competitive Proposals, the Offer is always a "Firm Offer," i.e., the Offer shall be held open by the Offeror for the District's acceptance for the period specified in PPS 47-0480. The District may elect to accept the Offer at any time during the specified period, and the District's award of the Contract constitutes acceptance of the Offer and binds the Offeror to the Contract.

(b) Notwithstanding the fact that a competitive proposal is a "Firm Offer" for the period specified in PPS 47-0480, the District may elect to discuss or negotiate certain contractual provisions, as identified in these rules or in the Solicitation Document, with the Proposer. Where negotiation is permitted by the rules or the Solicitation Document, Proposers are obligated to negotiate in good faith and only on those terms or conditions that the rules or the Solicitation Document have reserved for negotiation.

(2) Contingent Offers. Except to the extent that the Proposer is authorized to propose certain terms and conditions pursuant to PPS 47-0262, a Proposer shall not make its Offer contingent upon the District's acceptance of any terms or conditions (including specifications) other than those contained in the Solicitation Document.

(3) Offeror's Acknowledgment. By signing and returning the Offer, the Offeror acknowledges it has read and understands the terms and conditions contained in the Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Solicitation Document. If the Request for proposal permits Proposers to propose alternative terms or conditions under PPS 47-0261, the Offeror's Offer includes any nonnegotiable terms and conditions, any proposed terms and conditions offered for negotiation upon and to the extent accepted by the District in writing, and Offeror's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work.

PPS 47-0320 Facsimile Bids and Proposals

(1) District Authorization. The District may authorize Offerors to submit facsimile Offers. If the District determines that bid or proposal security is or will be required, the District should not authorize facsimile Offers unless the District has another method for receipt of such security. Prior to authorizing the submission of facsimile Offers, the District shall determine that the District's equipment and personnel are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the District shall establish administrative procedures and controls:

(a) To receive, identify, record, and safeguard facsimile Offers;

(b) To ensure timely delivery of Offers to the location of Opening; and

(c) To preserve the Offers as sealed.

(2) Provisions to Be Included in Solicitation Document. In addition to all other requirements, if the District authorizes a facsimile Offer, the District shall include in the Solicitation Document the following:

(a) A provision substantially in the form of the following: "A 'facsimile Offer,' as used in this Solicitation Document, means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by the District via a facsimile machine";

(b) A provision substantially in the form of the following: "Offerors may submit facsimile Offers in response to this Solicitation Document. The entire response shall arrive at the place and by the time specified in this Solicitation Document";

(c) A provision that requires Offerors to sign their facsimile Offers;

(d) A provision substantially in the form of the following: "The District reserves the right to award the Contract solely on the basis of a facsimile Offer." However, upon the District's request the apparent successful Offeror shall promptly submit its complete original signed Offer;

(e) The data and compatibility characteristics of the District's receiving facsimile machine as follows:

(A) Telephone number; and

(B) Compatibility characteristics, e.g., make and model number, receiving speed, communications protocol; and

(f) A provision that the District is not responsible for any failure attributable to the transmission or receipt of the facsimile Offer including, but not limited to, the following:

(A) Receipt of garbled or incomplete documents;

(B) Availability or condition of the receiving facsimile machine;

(C) Incompatibility between the sending and receiving facsimile machine;

(D) Delay in transmission or receipt of documents;

(E) Failure of the Offeror to properly identify the Offer documents;

(F) Illegibility of Offer documents; and

(G) Security and confidentiality of data.

PPS 47-0330 Electronic Procurement

(1) Electronic Procurement Authorized.

(a) The District may conduct all phases of a procurement, including, without limitation, the posting of Electronic Advertisements and the receipt of electronic Offers, by electronic methods if and to the extent the District specifies in a Solicitation Document, a Request for quotes, or any other written instructions on how to participate in the procurement.

(b) The District shall open an Electronic Offer in accordance with electronic security measures in effect at the District at the time of its receipt of the Electronic Offer. Unless the District provides procedures for the secure receipt of Electronic Offers, the Person submitting the Electronic Offer assumes the risk of premature disclosure due to submission in unsealed form.

(c) The District's use of electronic signatures shall be consistent with applicable statutes and rules. The District may limit the use of, electronic methods of conducting a procurement based on the best interests of the District, as determined by the District.

(d) If the District determines that bid or proposal security is or will be required, the District should not authorize Electronic Offers unless the District has another method for receipt of such security.

(2) Rules Governing Electronic Procurements. The District shall conduct all portions of an electronic procurement in accordance with these division 47 rules, unless otherwise set forth in this rule.

(3) Preliminary Matters. As a condition of participation in an electronic procurement, the District may require potential Contractors to register with the District before the date and time on which the District shall first accept Offers, to agree to the terms, conditions, or other requirements of a Solicitation Document, or to agree to terms and conditions governing the procurement, such as procedures that the District may use to attribute, authenticate, or verify the accuracy of an Electronic Offer, or the actions that constitute an electronic signature.

(4) Offer Process. The District may specify that Persons shall submit an Electronic Offer by a particular date and time, or that Persons may submit multiple Electronic Offers during a period of time established in the Electronic Advertisement. When the District specifies that Persons may submit multiple Electronic Offers during a specified period of time, the District shall designate a time and date on which Persons may begin to submit Electronic Offers, and a time and date after which Persons may no longer submit Electronic Offers. The date and time after which Persons may no longer submit Electronic Offers need not be specified by a particular date and time, but may be specified by a description of the conditions that, when they occur, will establish the date and time after which Persons may no longer submit Electronic Offers. When the District shall accept Electronic Offers for a period of time, then at the designated date and time that the District shall first receive Electronic Offers, the District shall begin to accept real time Electronic Offers on an electronic procurement System, and shall continue to accept Electronic Offers in accordance with section (5)(b) of this rule until the date and time specified by the District, after which the District shall no longer accept Electronic Offers.

(5) Receipt of Electronic Offers.

(a) When the District conducts an electronic procurement that provides that all Electronic Offers shall be submitted by a particular date and time, the District shall receive the Electronic Offers in accordance with these division 47 rules.

(b) When the District specifies that Persons may submit multiple Electronic Offers during a period of time, the District shall accept Electronic Offers, and Persons may submit Electronic Offers, in accordance with the following:

(A) Following receipt of the first Electronic Offer after the day and time that the District first receives Electronic Offers, the District shall post on the District's Electronic Procurement System, and updated on a real-time basis, the lowest Electronic Offer price or highest ranking Electronic Officer.

(B) A Person may not increase the price set forth in an Electronic Offer after the date and time that the District first accepts Electronic Offers.

(a) A Person may withdraw an Electronic Offer only in compliance with these division 47 rules. If a Person withdraws an Electronic Offer, it may not later submit an Electronic Offer at a price higher than that set forth in the withdrawn Electronic Offer.

(6) Failure of the E-Procurement System. In the event of a failure of the District's Electronic Procurement System that interferes with the ability of Persons to submit Electronic Offers, protest, or to otherwise participate in the procurement, the District may cancel the procurement in accordance with PPS 47-0660, or may extend the date and time for receipt of Electronic Offers by providing notice of the extension immediately after the Electronic Procurement System becomes available.

BID AND PROPOSAL PREPARATION

PPS 47-0400 Offer Preparation

(1) Instructions. An Offeror shall submit and sign its Offer in accordance with the instructions set forth in the Solicitation Document. An Offeror shall initial and submit any correction or erasure to its Offer prior

to Opening in accordance with the requirements for submitting an Offer set forth in the Solicitation Document.

(2) Forms. An Offeror shall submit its Offer on the form(s) provided in the Solicitation Document, unless an Offeror is otherwise instructed in the Solicitation Document.

(3) Documents. An Offeror shall provide the District with all documents and Descriptive Literature required by the Solicitation Document.

PPS 47-0410 Offer Submission

(1) Product Samples and Descriptive Literature. The District may require Product Samples or Descriptive Literature if the District determines either is necessary or desirable to evaluate the quality, features, or characteristics of an Offer. The District shall dispose of Product Samples, or make them available for the Offeror to retrieve, in accordance with the Solicitation Document.

(2) Identification of Offers.

(a) To ensure proper identification and handling, Offers shall be submitted in a sealed envelope appropriately marked or in the envelope provided by the District, whichever is applicable. If the District permits Electronic Offers or facsimile Offers in the Solicitation Document, the Offeror may submit and identify Electronic Offers or facsimile Offers in accordance with these division 47 rules and the instructions set forth in the Solicitation Document. The District shall not consider facsimile or electronic Offers unless authorized by the Solicitation Document.

(b) The District is not responsible for Offers submitted in any manner, format, or to any delivery point other than as required in the Solicitation Document.

(3) Receipt of Offers. The Offeror is responsible for ensuring that the District receives its Offer at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Offer.

PPS 47-0420 Pre-Offer Conferences

(1) Purpose. The District may hold pre-Offer conferences with prospective Offerors prior to Closing to explain the procurement requirements, obtain information, or to conduct site inspections.

(2) Required Attendance. The District may require attendance at the pre-Offer conference as a condition for making an Offer.

(3) Scheduled Time. If the District holds a pre-Offer conference, it shall be held within a reasonable time after the Solicitation Document has been issued, but sufficiently before the Closing to allow Offerors to consider information provided at that conference.

(4) Statements Not Binding. Statements made by the District's representative at the pre-Offer conference do not change the Solicitation Document unless the District confirms such statements with a written Addendum to the Solicitation Document.

(5) District Announcement. The District shall set forth notice of any pre-Offer conference in the Solicitation Document in accordance with PPS 47-0255(2) or 47-0260(2).

PPS 47-0430 Addenda to Solicitation Document

(1) Issuance; Receipt. The District may change a Solicitation Document only by written Addenda. An Offeror shall provide written acknowledgment of receipt of all issued Addenda with its Offer, unless the District otherwise specifies in the Addenda.

(2) Notice and Distribution. The District shall notify prospective Offerors of Addenda in a manner intended to foster competition and to make prospective Offerors aware of the Addenda. The Solicitation Document shall specify how the District shall provide notice of Addenda and how the District shall make the

Addenda available before Closing, and at each subsequent step or tier of evaluation if the District shall engage in a multistep competitive sealed bidding process in accordance with PPS 47-0257, or a multi-tiered or multistep competitive sealed proposals process in accordance with PPS 47-0261. The following is an example of how the District may specify how it will provide notice of Addenda: "The District will not mail notice of Addenda, but will publish notice of any Addenda on the District's web site. Offerors should frequently check the District's Web site until Closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing."

(3) Timelines; Extensions.

(a) The District shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The District may extend the Closing if the District determines that prospective Offerors need additional time to review and respond to Addenda. Except to the extent justified by a countervailing public interest, the District shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

(b) Notwithstanding subsection (3)(a) of this rule, an Addendum that modifies the evaluation criteria, selection process, or procedure for any step or tier of competition under a multistep sealed bidding or multistep sealed Proposals process issued in accordance with PPS 47-0257 or 47-0261 shall be issued no fewer than five days before the beginning of that tier or step of competition, unless the District determines that a shorter period is sufficient to allow Offerors to prepare for that tier or step of competition. The District shall document the factors it considered in making that determination, which may include, without limitation, the scope of the changes to the Solicitation Document, the location of the remaining eligible Proposers, or whether shortening the period between issuing an Addendum and the beginning of the next tier or step of competition favors or disfavors any particular Proposer or Proposers.

(4) Request for Change or Protest. Unless a different deadline is set forth in the Addendum, an Offeror may submit a written request for change or protest to the Addendum, as provided in PPS 47-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest of the Solicitation under PPS 47-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with PPS 47-0730, then the District may consider an Offeror's request for change or protest to the Addendum only, and the District shall not consider a request for change or protest to matters not added or modified by the Addendum. Notwithstanding any provision of this section (4) of this rule, the District is not required to provide a protest period for Addenda issued after initial Closing during a multi-tiered or multistep procurement process conducted pursuant to ORS 279B.055 or 279B.060.

PPS 47-0440 Pre-Closing Modification or Withdrawal of Offers

(1) Modifications. An Offeror may modify its Offer in writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the District in accordance with PPS 47-0400 and PPS 47-0410, unless otherwise specified in the Solicitation Document. Any modification shall include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:

(a) Bid (or proposal) Modification; and

(b) Solicitation Document Number (or other identification as specified in the Solicitation Document).

(2) Withdrawals.

(a) An Offeror may withdraw its Offer by written notice submitted on the Offeror's letterhead, signed by an authorized representative of the Offeror, delivered to the individual and location specified in the Solicitation Document (or the place of Closing if no location is specified), and received by

the District prior to the Closing. The Offeror or authorized representative of the Offeror may also withdraw its Offer in person prior to the Closing upon presentation of appropriate identification and evidence of authority satisfactory to the District.

(b) The District may release an unopened Offer withdrawn under section (2)(a) of this rule to the Offeror or its authorized representative, after voiding any date and time stamp mark.

(c) The Offeror shall mark the written request to withdraw an Offer as follows:

(A) Bid (or proposal) Withdrawal; and

(B) Solicitation Document Number (or Other Identification as specified in the Solicitation Document).

(3) Documentation. The District shall include all documents relating to the modification or withdrawal of Offers in the appropriate Solicitation file.

PPS 47-0450 Receipt, Opening, and Recording of Offers; Confidentiality of Offers

(1) Receipt. The District shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The District shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the District inadvertently opens an Offer or a modification prior to the Opening, the District shall return the Offer or modification to its secure and confidential state until Opening. The District shall document the resealing for the Solicitation file (e.g., "District inadvertently opened the Offer due to improper identification of the Offer.").

(2) Opening and Recording. The District shall publicly open Offers including any modifications made to the Offer pursuant to PPS 47-0440(1). In the case of Invitations to Bid, to the extent practicable, the District shall read aloud the name of each bidder and such other information as the District considers appropriate. However, the District may withhold from disclosure information marked by the Offeror as "confidential" or a "trade secret" in accordance with ORS 279B.055(5)(c) and 279B.060(6). In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the District will not read Offers aloud.

PPS 47-0460 Late Offers, Late Withdrawals, and Late Modifications

Any Offer received after Closing is late. An Offeror's request for withdrawal or modification of an Offer received after Closing is late. The District shall not consider late Offers, withdrawals, or modifications except as permitted in PPS 47-0470 or 47-0261.

PPS 47-0470 Mistakes

(1) Generally. To protect the integrity of the competitive procurement process and to ensure fair treatment of Offerors, the District should carefully consider whether to permit waiver, correction, or withdrawal of Offers for certain mistakes.

(2) District Treatment of Mistakes. The District shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If the District discovers certain mistakes in an Offer after Opening but before the award of the Contract, the District may take the following action:

(a) The District may waive, or permit an Offeror to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors. Examples of minor informalities include an Offeror's failure to:

(A) Return the correct number of signed Offers or the correct number of other documents required by the Solicitation Document;

(B) Sign the Offer in the designated block, provided a signature appears elsewhere in the Offer evidencing an intent to be bound; and

(C) Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Offer that the Offeror received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality, or delivery.

The District may correct a clerical error if the error is evident on the face of the Offer, or other documents submitted with the Offer, and the Offeror confirms the District's correction in writing. A clerical error is an Offeror's error in transcribing its Offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example, a missing unit price may be established by dividing the total price for the units by the quantity of units for that item, or missing or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Offer). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

(a) The District may permit an Offeror to withdraw an Offer based on one or more clerical errors in the Offer only if the Offeror shows with objective proof and by clear and convincing evidence:

(A) The nature of the error;

(B) That the error is not a minor informality under this subsection or an error in judgment;

(C) That the error cannot be corrected or waived under subsection (b) of this section;

(D) That the Offeror acted in good faith in submitting an Offer that contained the claimed error and in claiming that the alleged error in the Offer exists;

(E) That the Offeror acted without gross negligence in submitting an Offer that contained a claimed error;

(F) That the Offeror will suffer substantial detriment if the District does not grant the Offeror permission to withdraw the Offer;

(G) That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and

(H) That the Offeror promptly gave notice of the claimed error to the District.

(b) The criteria in subsection (2)(c) of this rule shall determine whether the District will permit an Offeror to withdraw its Offer after Closing. These criteria shall apply to the question of whether the District shall permit an Offeror to withdraw its Offer without forfeiture of its bid bond (or other bid or proposal security), or without liability to the District based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded by the District, whether by award to the next lowest Responsive and Responsible bidder, the most advantageous Responsive and Responsible Proposer, or by resort to a new solicitation.

(3) Rejection for Mistakes. The District shall reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents accompanying the Offer.

(4) Identification of Mistakes After Award. The procedures and criteria set forth above are Offeror's only opportunity to correct mistakes or withdraw Offers because of a mistake. Following award, an Offeror is bound by its Offer, and may withdraw its Offer or rescind a Contract entered into pursuant to this division 47 only to the extent permitted by applicable law.

PPS 47-0480 Time for District Acceptance

An Offeror's Offer is a Firm Offer, irrevocable, valid, and binding on the Offeror for not less than thirty (30) days following Closing unless otherwise specified in the Solicitation Document.

PPS 47-0490 Extension of Time for Acceptance of Offer

The District may request, orally or in writing, that Offerors extend, in writing, the time during which the District may consider their Offer(s). If an Offeror agrees to such extension, the Offer shall continue as a Firm Offer, irrevocable, valid, and binding on the Offeror for the agreed-upon extension period.

QUALIFICATIONS AND DUTIES

PPS 47-0500 Responsibility of Bidders and Proposers

(1) Determination. Before awarding a Contract, the District shall determine that the bidder submitting the lowest bid or Proposer submitting the most advantageous proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and PPS 47-0640(1)(c)(F) to determine if an Offeror is Responsible. In the event the District determines a bidder or Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Offer.

PPS 47-0525 Qualified Products Lists

(1) Authority. The District may develop and maintain a qualified products list pursuant to ORS 279B.115 in instances in which the testing or examination of goods before initiating a procurement is necessary or desirable in order to best satisfy the requirements of the District. For purposes of this section, "goods" includes products that have associated or incidental service components, such as supplier warranty obligations or maintenance service programs.

(2) Notice. In the initial development of any qualified products list, the District shall give public notice, in accordance with PPS 47-0300, of the opportunity for potential Contractors, sellers, or suppliers to submit goods for testing and examination to determine their acceptability for inclusion on the list, and may solicit in writing representative groups of potential Contractors, sellers, or suppliers to submit goods for the testing and examination. Any potential Contractor, seller, or supplier, even though not solicited, may offer its goods for consideration.

(3) Inclusion to Be Based on Tests or Examinations. The District's inclusion of goods on a qualified products list shall be based on the results of tests or examinations. Notwithstanding any provision of ORS 192.410 through 192.505, the District may make the test or examination results public in a manner that protects the identity of the potential Contractor, seller, or supplier that offered the goods for testing or examination, including by using only numerical designations. Notwithstanding any provision of ORS 192.410 through 192.505, the District may keep confidential trade secrets, test data, and similar information provided by a potential Contractor, seller, or supplier if so requested in writing by the potential Contractor, seller, or supplier.

(4) List Does Not Constitute Prequalification. The inclusion of goods on a qualified products list does not constitute and may not be construed as a prequalification under ORS 279B.120 and 279B.125 of any prospective Contractor, seller, or supplier of goods on the qualified products list.

PPS 47-0550 Prequalification of Prospective Offerors; Pre-Negotiation of Contract Terms and Conditions

(1) Prequalification of Prospective Offerors. Pursuant to ORS 279B.120 and 279B.125, the District may prequalify prospective bidders or Proposers to submit Bids or Proposals for Public Contracts to provide particular types of goods or services.

(2) Notice of Prequalification. The District shall, in response to the receipt of a prequalification application submitted under section (1) of this rule, notify the prospective bidder or Proposer whether the prospective bidder or Proposer is qualified based on the standards of responsibility listed in section (7), the

type and nature of Contracts that the prospective bidder or Proposer is qualified to compete for and the time period for which the prequalification is valid. If the District does not prequalify a prospective bidder or Proposer as to any Contracts covered by the prequalification process, the notice shall specify which of the standards of responsibility listed in section (7) the prospective bidder or Proposer failed to meet. Unless the reasons are specified, the prospective bidder or Proposer shall be deemed to have been prequalified in accordance with the application.

(3) Revocation of Prequalification. If the District subsequently discovers that a prospective bidder or Proposer that prequalified under sections (1) and (2) of this rule is no longer qualified, the District may revoke the prequalification upon reasonable notice to the prospective bidder or Proposer, except that a revocation is invalid as to any Contract for which an advertisement for Bids or Proposals has already been issued. Notwithstanding this prohibition against revocation of prequalification, the District may determine that a prequalified Offeror is not Responsible prior to Contract award.

(4) Application. When the District permits or requires prequalification of bidders or Proposers, a prospective bidder or Proposer who wishes to prequalify shall submit a prequalification application to the District on a form prescribed by the District. Upon receipt of a prequalification application, the District shall investigate the prospective bidder or Proposer as necessary to determine whether the prospective bidder or Proposer is qualified. The determination shall be made in less than 30 days, if practicable, if the prospective bidder or Proposer requests an early decision to allow the prospective bidder or Proposer as much time as possible to prepare a bid or proposal for a Contract that has been advertised. In making its determination, the District shall consider only the applicable standards of responsibility listed in section (7). The District shall promptly notify the prospective bidder or Proposer whether the prospective bidder or Proposer is qualified.

(5) Contents of Notice. If the District finds that a prospective bidder or Proposer is qualified, the notice shall state the type and nature of Contracts that the prospective bidder or Proposer is qualified to compete for and the period of time for which the prequalification is valid. If the District finds that the prospective bidder or Proposer is not qualified as to any Contracts covered by the rule, resolution, ordinance, or other regulation, the notice shall specify the reasons given under section (7) below. To be entitled to a hearing under PPS 47-0760, a prospective bidder or Proposer shall, within three business days after receipt of the notice, notify the District that the prospective bidder or Proposer demands a hearing under PPS 47-0760.

(6) Revocation or Reissuance Process. If the District has reasonable cause to believe that there has been a substantial change in the conditions of a prequalified prospective bidder or Proposer and that the prospective bidder or Proposer is no longer qualified or is less qualified, the District may revoke or may revise and reissue the prequalification after reasonable notice to the prequalified prospective bidder or Proposer. The notice shall specify the reasons given under section (2) for revocation or revision of the prequalification of the prospective bidder or Proposer and inform the prospective bidder or Proposer of the right to a hearing under PPS 47-0760. To be entitled to a hearing under PPS 47-0760, a prospective bidder or Proposer shall, within three business days after receipt of the notice, notify the District that the prospective bidder or Proposer demands a hearing under PPS 47-0760. A revocation or revision does not apply to any Contract for which an advertisement for Bids or Proposals was issued before the date the notice of revocation or revision was received by the prequalified prospective bidder or Proposer.

(7) Standards of Responsibility. In determining whether a bidder or Proposer has met the standards of responsibility pursuant to ORS 279B.110(2), the District shall consider whether a bidder or Proposer has:

(a) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the bidder or Proposer to meet all contractual responsibilities;

(b) A satisfactory record of performance. The District shall document the record of performance of a bidder or Proposer if the District finds the bidder or Proposer non-responsible under this section;

(c) A satisfactory record of integrity. The District shall document the record of integrity of a bidder or Proposer if the District finds the bidder or Proposer non-responsible under this section;

(d) Qualified legally to contract with the District;

(e) Supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder or Proposer fails to promptly supply information requested by the District concerning responsibility, the District shall base the determination of responsibility on any available information or may find the bidder or Proposer non-responsible; and

(f) Not been Debarred by the District under PPS 47-0575.

(8) Pre-Negotiation. The District may pre-negotiate some or all Contract terms and conditions including prospective Proposer Contract forms such as license agreements, maintenance and support agreements, or similar documents for use in future procurements. Such pre-negotiation of Contract terms and conditions (including prospective Proposer forms) may be part of the prequalification process of a Proposer in section 1 or the pre-negotiation may be a separate process and not part of the prequalification process. Unless required as part of the prequalification process, the failure of the District and the prospective Proposer to reach agreement on pre-negotiated Contract terms and conditions does not prohibit the prospective Proposer from responding to procurements. The District may agree to different pre-negotiated Contract terms and conditions with different prospective Proposers. When the District has pre-negotiated different terms and conditions with Proposers or, when permitted, Proposers offer different terms and conditions, the District may consider the terms and conditions in the proposal evaluation process.

PPS 47-0560 Request for Qualifications ("RFQ")

For purposes of this section, an RFQ may be used without the RFQ constituting a prequalification pursuant to PPS 47-0550, if the District establishes the RFQ to determine whether competition exists to perform the needed services or to establish a nonbinding, open list of qualified Contractors in addition to the general public and in order to expand the pool of qualified Contractors, prior to issuing an RFP. If the District establishes a closed, exclusive, or binding list of qualified Contractors, then the District shall comply with section (1) of this rule. The District is not required to issue an RFQ and may elect to forego using an RFQ before issuing an RFP.

(1) Content of RFQ. At a minimum, the RFQ shall describe the particular specialty desired, the qualifications the Contractor(s) shall have in order to be considered, and the evaluation factors and their relative importance. The RFQ may require information including, but not limited to: the Contractor's particular capability to perform the required services; the number of experienced staff available to perform the required services, including specific qualifications and experience of personnel; a list of similar services the Contractor has completed, with references concerning past performance; and any other information deemed necessary by the District to evaluate Contractor qualifications. All RFQs shall:

(a) Be in writing;

(b) Provide that the District may, at any time during the Solicitation process, reject any or all Proposals or cancel the Solicitation without liability if it is in the public interest to do so; and

(c) Provide that the District is not responsible for any costs of any Proposers incurred while submitting Proposals, and that all Proposers who respond to solicitations do so solely at their own expense, unless compensation is expressly provided for in the Solicitation Document.

(2) Pre-Submission Meeting. A qualifications pre-submission meeting, voluntary or mandatory, may be held for all interested Contractors to discuss the proposed services. The RFQ shall include the date, time, and place of the meeting(s).

(3) Notice and Opportunity to Submit RFQ. Unless the RFQ establishes that competition does not exist or unless the Solicitation process is canceled or all qualification statements are rejected, all respondents

who met the published qualifications shall receive a notice, or other materials as appropriate, in addition to the general public, of any required services and have an opportunity to submit a proposal in response to the District's subsequent RFP.

PPS 47-0575 Debarment of Prospective Offerors

(1) Generally. The District may Debar prospective Offerors for the reasons of discriminating against a subcontractor in the awarding of a Contract because the subcontractor is a minority, women or emerging small business enterprise, a disadvantage business enterprise or a veteran-owned business as set forth in ORS 279A.110, or after providing notice and the opportunity for hearing as set forth in Sections (5)-(8).

(2) Responsibility. Notwithstanding the limitation on the term for Debarment in ORS 279B.130(1)(b), the District may determine that a previously Debarred Offeror is not Responsible prior to Contract award.

(3) Imputed Knowledge. The District may attribute improper conduct of a Person or their affiliate or affiliates having a contract with a prospective Offeror to the prospective Offeror for purposes of Debarment where the impropriety occurred in connection with the Person's duty for or on behalf of, or with the knowledge, approval, or acquiescence of, the prospective Offeror.

(4) Limited Participation. The District may allow a Debarred Person to participate in solicitations and Contracts on a limited basis during the Debarment period upon written determination that participation is advantageous to the District. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

(5) Debarment Process. The District may Debar a prospective bidder or Proposer from consideration for award of the District's Contracts for the reasons listed in section (6) of this rule after providing the prospective bidder or Proposer with notice and a reasonable opportunity to be heard.

- **(a)** The District may not Debar a prospective bidder or Proposer under this section for more than three years.

(6) Reasons for Debarment. A prospective bidder or Proposer may be Debarred from consideration for award of the District's Contracts if:

- **(a)** The prospective bidder or Proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.
- **(b)** The prospective bidder or Proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the prospective bidder's or Proposer's responsibility as a Contractor.
- **(c)** The prospective bidder or Proposer has been convicted under state or federal antitrust statutes.
- **(d)** The prospective bidder or Proposer has committed a violation of a Contract provision that is regarded by the District or the Construction Contractors Board to be so serious as to justify disqualification. A violation may include, but is not limited to, a failure to perform the terms of a Contract or an unsatisfactory performance in accordance with the terms of the Contract. However, a failure to perform or an unsatisfactory performance caused by acts beyond the control of the Contractor may not be considered to be a basis for Debarment.
- **(e)** The prospective bidder or Proposer does not carry workers' compensation or unemployment insurance as required by statute.

(7) Written Debarment Decision Required. The District shall issue a written decision to Debar a prospective bidder or Proposer under this section. The decision shall:

(a) State the reasons for the action taken;

(b) Inform the Debarred prospective bidder or Proposer of the appeal rights of the prospective bidder or Proposer under PPS 47-0760; and

(c) Be mailed or otherwise furnished immediately to the Debarred prospective bidder or Proposer.

(8) A prospective bidder or Proposer that wishes to appeal Debarment shall, within three business days after receipt of notice of Debarment, notify the District that the prospective bidder or Proposer appeals the Debarment as provided in PPS 47-0760.

OFFER EVALUATION AND AWARD

PPS 47-0600 Offer Evaluation and Award

(1) District Evaluation. The District shall evaluate Offers only as set forth in the Solicitation Document pursuant to ORS 279B.055(6)(a) and 279B.060(6)(b) based on the requirements set forth in the ITB or RFP, and in accordance with applicable law. The District shall not evaluate Offers using any other requirement or criterion.

(a) Evaluation of Bids.

(A) Nonresident bidders: In determining the lowest Responsive Bid, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and PPS 46-0310 for nonresident bidders.

(B) Public Printing: The District shall, for the purpose of evaluating Bids, apply the public printing preference set forth in ORS 282.210 (printing shall be performed within the state).

(C) Award When Bids are Identical: If the District determines that one or more Bids are identical under PPS 46-0300, the District shall award a Contract in accordance with the procedures set forth in PPS 46-0300.

(b) Evaluation of Proposals.

(A) Award When Proposals are Identical: If the District determines that one or more Proposals are identical under PPS 46-0300, the District shall award a Contract in accordance with the procedures set forth in PPS 46-0300.

(B) Public Printing: The District shall, for the purpose of evaluating Proposals, apply the public printing preference set forth in ORS 282.210 (printing shall be performed within the state).

(c) Recycled Materials. When procuring goods, the District shall give preference for Recycled Materials as set forth in ORS 279A.125 if:

(A) The Recycled Product is available;

(B) The Recycled Product meets applicable standards:

(C) The Recycled Product can be substituted for a comparable non-recycled product; and

(D) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5 percent, or a higher percentage if the District makes a written determination.

(2) Clarification of Bids or Proposals. After Opening, the District may conduct discussions with apparent Responsive Offerors for the purpose of clarification to assure full understanding of the Bids or Proposals. All Bids or Proposals, in the District's sole discretion, needing clarification shall be accorded such an opportunity. The District shall document clarification of any Offeror's bid or proposal in the Solicitation file.

(3) Negotiations.

(a) Bids. The District shall not negotiate with any bidder. After award of the Contract, the District and Contractor may only modify the Contract in accordance with PPS 47-0800.

(b) Requests for Proposals. The District may only conduct discussions or negotiate with Proposers in accordance with ORS 279B.060(6)(b) and PPS 47-0261. After award of the Contract, the District and Contractor may only modify the Contract in accordance with PPS 47-0800.

(4) Award.

(a) General. If awarded, the District shall award the Contract to the Responsible bidder submitting the lowest Responsive Bid or the Responsible Proposer submitting the most Advantageous Responsive proposal. The District may award by item, groups of items, or the entire Offer, provided such award is consistent with the Solicitation Document and in the public interest.

(b) Multiple Items. An Invitation to Bid or Request for proposal may call for pricing of multiple items of similar or related type with award based on individual line item, group total of certain items, a "market basket" of items representative of the District's expected purchases, or grand total of all items.

(A) Multiple Awards—Bids. Notwithstanding subsection (4)(a) of this rule, the District may award multiple Contracts under an Invitation to Bid in accordance with the criteria set forth in the Invitation to Bid. Multiple awards shall not be made if a single award will meet the District's needs, including but not limited to adequate availability, delivery, service, or product compatibility and skills. A multiple award may be made if award to two or more bidders of similar goods or services is necessary for adequate availability, delivery, service or product compatibility and skills. Multiple awards may not be made for purpose of dividing the procurement into multiple solicitations, or to allow for user preference unrelated to utility or economy. A notice to prospective bidders that multiple Contracts may be awarded for any Invitation to Bid shall not preclude the District from awarding a single Contract for such Invitation to Bid.

(B) If an Invitation to Bid permits the award of multiple Contracts, the District shall specify in the Invitation to Bid the criteria it will use to choose from the multiple Contracts when purchasing goods or services.

(c) Multiple awards—Proposals.

(A) Notwithstanding subsection (4)(a) of this rule, the District may award multiple Contracts under a Request for proposal in accordance with the criteria set forth in the Request for proposal. Multiple awards shall not be made if a single award will meet the District's needs, including but not limited to adequate availability, delivery, service, or product compatibility. A multiple award may be made if award to two or more Proposers of similar goods or services is necessary for adequate availability, delivery, service or product compatibility and skills. Multiple awards may not be made for purpose of dividing the procurement into multiple solicitations, or to allow for user preference unrelated to obtaining the most Advantageous Contract. A notice to prospective Proposers that multiple Contracts may be awarded for any Request for proposal shall not preclude the District from awarding a single Contract for such Request for proposal.

(B) If a Request for proposal permits the award of multiple Contracts, the District shall specify in the Request for proposal the criteria it will use to choose from the multiple Contracts when purchasing goods or services, which may include consideration and evaluation of the Contract terms and conditions agreed to by the Contractors.

(d) Partial Awards. If after evaluation of Offers the District determines that an acceptable Offer has been received for only parts of the requirements of the Solicitation Document:

(A) The District may award a Contract for the parts of the Solicitation Document for which acceptable Offers have been received; or

(B) The District may reject all Offers and may issue a new Solicitation Document on the same or revised terms, conditions, and specifications.

(e) All or None Offers. The District may award all or none Offers if the evaluation shows an all-or-none award to be the lowest cost for Bids or the most Advantageous for Proposals of those submitted.

PPS 47-0610 Notice of Intent to Award

(1) Notice of Intent to Award. The District shall provide written notice of its intent to award to all bidders and Proposers pursuant to ORS 279B.135 at least seven (7) days before the award of a Contract, unless the District determines that circumstances justify prompt execution of the Contract, in which case the District may provide a shorter notice period. The District shall document the specific reasons for the shorter notice period in the Solicitation file.

(2) Finality. The District's award shall not be final until the later of the following:

(a) The expiration of the protest period provided pursuant to PPS 47-0740; or

(b) The District provides written responses to all timely-filed protests denying the protests and affirming the award.

PPS 47-0620 Documentation of Award

(1) Basis of Award. After award, the District shall make a record showing the basis for determining the successful Offeror as part of the District's Solicitation file.

(2) Contents of Award Record. The District's record shall include:

(a) For Bids.

(A) Bids;

(B) Completed bid tabulation sheet; and

(C) Written justification for any rejection of lower Bids.

(b) For Proposals.

(A) Proposals;

(B) The completed evaluation of the Proposals;

(C) Written justification for any rejection of higher-scoring Proposals; and

(D) If the District engaged in any of the methods of Contractor selection described in ORS 279B.060(6)(b) and PPS 47-0261, written documentation of the content of any discussions, negotiations, best and final Offers, or any other procedures the District used to select a Proposer to which the District awarded a Contract.

PPS 47-0630 Availability of Award Decisions

(1) Contract Documents. To the extent required by the Solicitation Document, the District shall deliver to the successful Offeror a Contract, a signed purchase order, Price Agreement, or other Contract documents as applicable.

(2) Availability of Award Decisions. A Person may obtain tabulations of awarded Bids or evaluation summaries of Proposals for a minimal charge in person or by submitting to the District a written request

accompanied by payment. The requesting Person shall provide the Solicitation Document number and enclose a self-addressed, stamped envelope.

(3) Availability of Solicitation Files. After notice of intent to award, the District shall make Solicitation files available in accordance with applicable law.

PPS 47-0640 Rejection of an Offer

(1) Rejection.

(a) Any solicitation or procurement described in a solicitation may be canceled, or any or all Bids or Proposals may be rejected in whole or in part, when the cancellation or rejection is in the best interest of the District as determined by the District. The reasons for the cancellation or rejection shall be made part of the Solicitation file. The District is not liable to any bidder or Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, proposal, or award. ORS 279B.100.

(b) The District shall reject an Offer upon the District's finding that the Offer:

(A) Is contingent on the District's acceptance of terms and conditions (including specifications) that differ from the Solicitation Document;

(B) Takes exception to terms and conditions (including specifications) set forth in the Solicitation Document;

(C) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation Document or in contravention of applicable law;

(D) Offers goods or services that fail to meet the specifications of the Solicitation Document;

(E) Is late;

(F) Is not in substantial compliance with the Solicitation Document; or

(G) Is not in substantial compliance with all prescribed public procurement procedures.

(c) The District shall reject an Offer upon the District's finding that the Offeror:

(A) Has not been prequalified under ORS 279B.120 and the District required mandatory prequalification;

(B) Has been Debarred or has been disqualified under PPS 46-0210(4) (Disqualification);

(C) Has not met the requirements of ORS 279A.105 (emerging small business), if required by the Solicitation Document;

(D) Has not submitted properly executed Bid or proposal security as required by the Solicitation Document;

(E) Has failed to provide the certification of non-discrimination required under ORS 279A.110(4); or

(F) Is non-Responsible. Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before awarding a Contract, the District shall have information that indicates that the Offeror meets the applicable standards of Responsibility. To be a Responsible Offeror, the District shall determine under ORS 279B.110 that the Offeror:

(i) Has available the appropriate financial, material, equipment, facility and personnel resources, and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;

(ii) Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that to the extent the costs associated with and time available to perform a previous contract were within the Offeror's control, the Offeror stayed within the time and budget allotted for the procurement, and otherwise performed the contract in a satisfactory manner. The District should carefully scrutinize an Offeror's record of contract performance if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the District should determine whether the Offeror's deficient performance was expressly excused under the terms of the contract, or whether the Offeror took appropriate corrective action. The District may review the Offeror's performance on both private and public contracts in determining the Offeror's record of contract performance. The District shall make its basis for determining an Offeror non-Responsible under this section part of the Solicitation file as required by ORS 279B.110(2)(b).

(iii) Has a satisfactory record of integrity. An Offeror may lack integrity if the District determines the Offeror demonstrates a lack of business ethics, such as violation of state environmental laws or false certifications made to the District. The District may find an Offeror non-Responsible based on the lack of integrity of any person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor, or successor person). The standards for Debarment under ORS 279B.130 may be used to determine an Offeror's integrity. The District may find an Offeror non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract, or in connection with the Offeror's performance of a contract or subcontract. The District shall make its basis for determining that an Offeror is non-Responsible under this section part of the Solicitation file as required by ORS 279B.110(2)(c);

(iv) Is legally qualified to contract with the District;

(v) Has attested in writing that the Offeror complied with the tax laws of this state and of political subdivisions of this state; and

(vi) Has supplied all necessary information in connection with the inquiry concerning Responsibility. If the Offeror fails to promptly supply information requested by the District concerning Responsibility, the District shall base the determination of responsibility on any available information, or may find the Offeror non-Responsible.

(2) Required Tax Certification. For the purposes of subparagraph (1)(c)(F)(v) of this rule:

(A) The period for which the Offeror shall attest that it complied with the applicable tax laws shall extend no fewer than six years into the past from the date of the Closing.

(B) Tax laws include, but are not limited to, ORS 305.620, ORS chapters 316, 317 and 318, any tax provisions imposed by a political subdivision that apply to the Offeror or to the performance of the Contract, and any rules and regulations that implement or enforce those tax laws.

(C) The District may exercise discretion in determining whether a particular form of attesting to compliance with the tax laws is "credible and convenient" under ORS 279B.110(2)(e), taking into consideration the circumstances in which the attestation is made and the consequences of making a false attestation. Therefore, a Contracting Agency may accept forms of attestation that range from a notarized statement to a less formal document that records the Offeror's attestation. However, State Contracting Agencies may not accept the

certificate of compliance with tax laws required by ORS 305.385 unless that certificate embraces, in addition to the tax laws described in ORS 305.380, the tax laws of political subdivisions.

(3) Form of Business Entity. For purposes of this rule, the District may investigate any Person submitting an Offer. The investigation may include that Person's officers, directors, owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Debarment provisions of this rule.

PPS 47-0650 Rejection of All Offers

(1) Rejection. The District may reject all Offers when the rejection is in the best interest of the District as determined by the District. The reasons for the rejection shall be made part of the Solicitation file. The District is not liable to any bidder or Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, proposal, or award. ORS 279B.100. The District shall notify all Offerors of the rejection of all Offers, along with the reasons for rejection of all Offers.

(2) Criteria. The District may reject all Offers based on the following criteria:

(a) The content of or an error in the Solicitation Document or the procurement process unnecessarily restricted competition for the Contract;

(b) The price, quality or performance presented by the Offerors are too costly or of insufficient quality to justify acceptance of any Offer;

(c) Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;

(d) Causes other than legitimate market forces threaten the integrity of the competitive process. These causes may include, without limitation, those that tend to limit competition, such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct, and inadvertent or intentional errors in the Solicitation Document;

(e) The District cancels the procurement or solicitation in accordance with PPS 47-0660; or

(f) Any other circumstance indicating that awarding the Contract would not be in the public interest.

PPS 47-0660 Cancellation of Procurement or Solicitation

(1) Cancellation in the District Interest. The District may cancel a procurement or solicitation when the cancelation is in the best interest of the District as determined by the District. The reasons for the cancellation shall be made part of the Solicitation file. The District is not liable to any bidder or Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, proposal, or award.

(2) Notice of Cancellation Before Opening. If the District cancels a procurement or solicitation prior to Opening, the District shall provide written notice of cancellation in the same manner that the District initially provided notice of the Solicitation. Such notice of cancellation shall:

(a) Identify the Solicitation Document;

(b) Briefly explain the reason for cancellation; and

(c) If appropriate, explain that an opportunity will be given to compete on any re-solicitation.

(3) Notice of Cancellation After Opening. If the District cancels a procurement or solicitation after Opening, the District shall provide written notice of cancellation to all Offerors who submitted Offers.

PPS 47-0670 Disposition of Offers if Procurement or Solicitation Canceled

(1) Prior to Opening. If the District cancels a procurement or solicitation prior to Opening, the District shall return all Offers it received to Offerors unopened, provided the Offeror submitted its Offer in a hard copy format with a clearly visible return address. If there is no return address on the envelope, the District shall open the Offer to determine the source and then return it to the Offeror. For Electronic Offers, the District shall delete the Offers from the Contracting Agency's Electronic Procurement System or information technology system.

(2) After Opening. If the District cancels a procurement or solicitation after Opening, the District:

(a) May return Proposals in accordance with ORS 279B.060(6)(c); and

(b) Shall keep bids in the Solicitation file.

(3) Rejection of All Offers. If the District rejects all Offers, the District shall keep all Proposals and Bids in the Solicitation file.

LEGAL REMEDIES

PPS 47-0700 Protests and Judicial Review of Special Procurements

(1) Purpose. An Affected Person may protest the approval of a Special procurement. Pursuant to ORS 279B.400(1), before seeking judicial review of the approval of a Special procurement, an Affected Person shall file a written protest with the Superintendent and exhaust all administrative remedies.

(2) Delivery. Notwithstanding the requirements for filing a writ of review under ORS chapter 34 pursuant to ORS 279B.400(4)(a), an Affected Person shall deliver a written protest to the District within seven (7) days after the first date of public notice of the approval of a Special procurement by the District, unless a different protest period is provided in the public notice of the approval of a Special procurement.

(3) Content of Protest. The written protest shall include:

(a) A detailed statement of the legal and factual grounds for the protest;

(b) A description of the resulting harm to the Affected Person; and

(c) The relief requested.

(4) Contract Review Board Response. The Contract Review Board shall not consider an Affected Person's protest of the approval of a Special procurement submitted after the timeline established for submitting such protest under this rule or such different time period as may be provided in the public notice of the approval of a Special procurement. The Contract Review Board shall issue a written disposition of the protest in a timely manner. If the Contract Review Board upholds the protest, in whole or in part, it may in its sole discretion implement the sustained protest in the approval of the Special procurement, or revoke the approval of the Special procurement.

(5) Judicial Review. An Affected Person may seek judicial review of the Superintendent's decision relating to a protest of the approval of a Special procurement in accordance with ORS 279B.400.

PPS 47-0710 Protests and Judicial Review of Sole-Source procurements

(1) Purpose. For sole-source procurements requiring public notice under PPS 47-0275, an Affected Person may protest the determination of the Superintendent or designee that the goods or services or class of goods or services are available from only one source. Pursuant to ORS 279B.420(3)(f), before seeking judicial review, an Affected Person shall file a written protest with the Superintendent or designee and exhaust all administrative remedies.

(2) Delivery. Unless otherwise specified in the public notice of the sole-source procurement, an Affected Person shall deliver a written protest to the Superintendent or designee within seven days after the first date

of public notice of the sole-source procurement, unless a different protest period is provided in the public notice of a sole-source procurement.

(3) Content of Protest. The written protest shall include:

(a) A detailed statement of the legal and factual grounds for the protest;

(b) A description of the resulting harm to the Affected Person; and

(c) The relief requested.

(4) Response. The Superintendent or designee shall not consider an Affected Person's sole-source procurement protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the public notice of the sole-source procurement. The Superintendent or designee shall issue a written disposition of the protest in a timely manner. If the Superintendent or designee upholds the protest, in whole or in part, the Superintendent shall not enter into a sole-source Contract.

(5) Judicial Review. Judicial review of the Superintendent's or designee's disposition of a sole-source procurement protest shall be in accordance with ORS 279B.420.

PPS 47-0720 Protests and Judicial Review of Multi-Tiered and Multistep Solicitations

(1) Purpose. An Affected Offeror may protest exclusion from the competitive Range or from subsequent tiers or steps of a solicitation in accordance with the applicable Solicitation Document. When such a protest is permitted by the Solicitation Document, then pursuant to ORS 279B.420(3)(f), before seeking judicial review, an Affected Offeror shall file a written protest with the District and exhaust all administrative remedies.

(2) Basis for Protest. An Affected Offeror may only protest its exclusion from a tier or step of competition only if the Offeror is Responsible and submitted a Responsive Offer and, but for the District's mistake in evaluating the Offerors or other Offerors' Offers, the protesting Offeror would have been eligible to participate in the next tier or step of competition. For example, the protesting Offeror shall claim it is eligible for inclusion in the competitive Range if all ineligible higher-scoring Offerors are removed from consideration, and that those ineligible Offerors are ineligible for inclusion in the competitive Range because their Proposals were not Responsive, or the District committed a substantial violation of a provision in the Solicitation Document or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been included in the competitive Range.

(3) Delivery. Unless otherwise specified in the Solicitation Document, an Affected Offeror shall deliver a written protest to the District within seven (7) days after issuance of the notice of the competitive Range or notice of subsequent tiers or steps.

(4) Content of Protest. The Affected Offeror's protest shall be in writing and shall specify the grounds upon which the protest is based.

(5) District Response. The District shall not consider an Affected Offeror's multi-tiered or multistep solicitation protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the Solicitation Document. The District shall issue a written disposition of the protest in a timely manner. If the District upholds the protest, in whole or in part, the District may in its sole discretion either issue an Addendum under PPS 47-0430 reflecting its disposition or cancel the procurement or solicitation under PPS 47-0660.

(6) Judicial Review. Judicial review of the District's decision relating to a multi-tiered or multistep solicitation protest shall be in accordance with ORS 279B.420.

PPS 47-0730 Protests and Judicial Review of Solicitations

(1) Purpose. A prospective Offeror may protest the procurement process or the Solicitation Document for a Contract solicited under ORS 279B.055, 279B.060, and 279B.085 as set forth in ORS 279B.405(2). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective Offeror shall file a written protest with the District and exhaust all administrative remedies.

(2) Delivery. Unless otherwise specified in the Solicitation Document, a prospective Offeror shall deliver a written protest to the District not less than ten (10) days prior to Closing.

(3) Content of Protest. The prospective Offeror's written protest shall include:

(a) Sufficient information to identify the Solicitation that is the subject of the protest;

(b) The grounds that demonstrate how the procurement process is contrary to law or how the Solicitation Document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;

(c) Evidence or supporting documentation that supports the grounds on which the protest is based; and

(d) A statement of the desired changes to the procurement process or the Solicitation Document that the prospective Offeror believes will remedy the conditions upon which the prospective Offeror based its protest.

(4) District Response. The District shall not consider a Prospective Offeror's solicitation protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the Solicitation Document. The District shall consider the protest if it is timely filed and meets the conditions set forth in section (3) of this rule. The District shall issue a written disposition of the protest no fewer than three business days before Offers are due. If the District upholds the protest, in whole or in part, the District may in its sole discretion either issue an Addendum reflecting its disposition under PPS 47-0430 or cancel the procurement or solicitation under PPS 47-0660.

(5) Extension of Closing. If the District receives a protest from a prospective Offeror in accordance with this rule, the District may extend Closing if the District determines an extension is necessary to consider and respond to the protest.

(6) Clarification. Prior to the deadline for submitting a protest, a prospective Offeror may request that the District clarify any provision of the Solicitation Document. The District's clarification to an Offeror, whether orally or in writing, does not change the Solicitation Document and is not binding on the District unless the District amends the Solicitation Document by Addendum.

(7) Judicial Review. Judicial review of the District's decision relating to a solicitation protest shall be in accordance with ORS 279B.405.

(8) F**ailure to Protest or Request a Clarification Precludes Protest of Award on Such Issue**. An Offeror cannot protest an award based on any issue that could have, but was not, raised as a Request for Clarification or Protest of solicitation pursuant to this section.

PPS 47-0740 Protests and Judicial Review of Contract Award

(1) Purpose. An Offeror may protest the award of a Contract, or the intent to award a Contract, whichever occurs first, if:

(a) The bidder or Proposer is adversely affected because the bidder or Proposer would be eligible to be awarded the Public Contract in the event that the protest were successful; and

(b) The reason for the protest is that:

(A) All lower Bids or higher ranked Proposals are non-Responsive;

(B) The District has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the Solicitation materials;

(C) The District has abused its discretion in rejecting the protestor's bid or proposal as non-Responsive; or

(D) The District's evaluation of Bids or Proposals or the District's subsequent determination of award is otherwise in violation of these rules or the Public Contracting Code.

(2) Delivery. An Offeror shall file a written protest with the District and exhaust all administrative remedies before seeking judicial review of the District's Contract award decision. Unless otherwise specified in the Solicitation Document, an Offeror shall deliver a written protest to the District within seven (7) days after the award of a Contract, or issuance of the notice of intent to award the Contract, whichever occurs first.

(3) Content of Protest. An Offeror's written protest shall specify the grounds for the protest to be considered by the District pursuant to section (1) of this rule.

(4) District Response. The District shall not consider an Offeror's Contract award protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the Solicitation Document. The District shall issue a written disposition of the protest in a timely manner. If the District upholds the protest, in whole or in part, the District may in its sole discretion either award the Contract to the successful protestor or cancel the procurement or solicitation.

(5) Judicial Review. Judicial review of the District's decision relating to a Contract award protest shall be in accordance with ORS 279B.415.

PPS 47-0745 Protests and Judicial Review of Qualified Products List Decisions

(1) Purpose. A prospective Offeror may protest the District's decision to exclude the prospective Offeror's goods from the District's qualified products list under ORS 279B.115. A prospective Offeror shall file a written protest and exhaust all administrative remedies before seeking judicial review of the District's qualified products list decision.

(2) Delivery. Unless otherwise stated in the District's notice to prospective Offerors of the opportunity to submit goods for inclusion on the qualified products list, a prospective Offeror shall deliver a written protest to the District within seven (7) days after issuance of the District's decision to exclude the prospective Offeror's goods from the qualified products list.

(3) Content of Protest. The prospective Offeror's protest shall be in writing and shall specify the grounds upon which the protest is based.

(4) District Response. The District shall not consider a prospective Offeror's qualified products list protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the District's notice to prospective Offerors of the opportunity to submit goods for inclusion on the qualified products list. The District shall issue a written disposition of the protest in a timely manner. If the District upholds the protest, it shall include the successful protestor's goods on the qualified products list.

(5) Judicial Review. Judicial review of the District's decision relating to a qualified products list protest shall be in accordance with ORS 279B.420.

PPS 47-0750 Judicial Review of Other Violations

Any violation of ORS 279A or 279B by the District, for which no judicial remedy is otherwise provided in the Public Contracting Code, is subject to judicial review as set forth in ORS 279B.420.

PPS 47-0760 Review of Prequalification and Debarment Decisions

(1) Upon receipt of a notice from the District of a prequalification decision under ORS 279B.125 or of a decision to Debar under ORS 279B.130, a prospective bidder or Proposer that wishes to appeal the decision shall, within three days after receipt of the notice, notify the District that the prospective bidder or Proposer appeals the decision as provided in this section.

(2) Immediately upon receipt of the prospective bidder's or Proposer's notice of appeal, the District shall notify the appropriate Local Contract Review Board.

(3) Upon the receipt of notice from the District under section (2) of this rule, the Contract Review Board shall promptly notify the Person appealing and the District of the time and place of the hearing. The Contract Review Board shall conduct the hearing and decide the appeal within 30 days after receiving the notice from the District. The Contract Review Board shall set forth in writing the reasons for the hearing decision.

(4) At the hearing, the Contract Review Board shall consider de novo the notice of denial, revocation, or revision of a prequalification or the notice of Debarment, the standards of responsibility listed in ORS 279B.110(2) on which the District based the denial, revocation or revision of the prequalification or the reasons listed in ORS 279B.130(2) on which the District based the Debarment, and any evidence provided by the parties. Hearings before the Contract Review Board shall be conducted under rules of procedure adopted by the Contract Review Board.

(5) The Contract Review Board may allocate the Contract Review Board's costs for the hearing between the Person appealing and the District. The allocation shall be based on facts found by the Contract Review Board and stated in the final order that, in the Contract Review Board's opinion, warrant such allocation of costs. If the final order does not allocate the costs for the hearing, the costs shall be paid as follows:

- **(a)** If the decision to deny, revoke, or revise a prequalification of a Person as a bidder or the decision to Debar a Person is upheld, the costs shall be paid by the Person appealing the decision.
- **(b)** If the decision to deny, revoke, or revise a prequalification of a Person as a bidder or the decision to Debar a Person is reversed, the costs shall be paid by the District.

(6) Judicial review of the District's prequalification and Debarment decisions shall be as set forth in ORS 279B.425.

PPS 47-0800 Amendments to Goods or Services Contracts and Price Agreements

(1) **Generally**. The District may amend a Contract for goods or services without additional competition in any of the following circumstances:

- **(a)** The amendment is within the scope of the procurement as described in the Solicitation Documents, if any, or if no Solicitation Documents, as described in the sole source notice or the approved Special procurement, if any. An amendment is not within the scope of the procurement if the District determines that if it had described in the procurement the changes to be made by the amendment, it would likely have increased competition or affected award of the Contract.
- **(b)** These rules otherwise permit the District to award a Contract without competition for the goods or services to be procured under the amendment.
- **(c)** The amendment is necessary to comply with a change in law that affects performance of the Contract.
- **(d)** The amendment results from renegotiation of the terms and conditions, including the Contract Price, of a Contract and the amendment is Advantageous to the District, subject to all of the following conditions:
  - **(A)** The goods or services to be provided under the amended Contract are the same as the goods or services to be provided under the unamended Contract.

(B) The District determines that, with all things considered, the amended Contract is at least as favorable to the District as the unamended Contract.

(C) The amended Contract does not have a total term greater than allowed in the Solicitation Documents, if any, or if no Solicitation Documents, as described in the sole source notice or the approved Special procurement, if any, after combining the initial and extended terms. For example, a one-year Contract described as renewable each year for up to four additional years, may be renegotiated as a two to five-year Contract, but not beyond a total of five years.

(1) Small or Intermediate Contract. A Contracting Agency may amend a Contract awarded as a small or intermediate procurement pursuant to section (1) of this rule, provided that the total increase in Contract price does not exceed 125 percent of the maximum threshold for small procurements or for intermediate procurements.

(2) Price Agreements. The District may amend a Price Agreement as follows:

(a) As permitted by the Price Agreement;

(b) If the circumstances set forth in ORS 279B.140(2) exist, as follows:

(A) The District fails to receive funding or appropriations to sustain purchases at the levels contemplated at the time of contracting; or

(B) The applicable program is terminated or the law changes so that purchases under the Price Agreement are no longer authorized or appropriate for the District's use; or

(c) As permitted by applicable law.

(3) Amendments That Would Cause a Contract to Exceed the Superintendent's Authority. An amendment to a contract approved by the Superintendent that would cause the total Contract Price to exceed the Superintendent's delegated authority to approve contracts under PPS 45-0200 shall be approved by the School Board except as provided in PPS 45-0200.

~~**(4) Reporting Requirement for Amendments/Change Orders That Exceed 125 Percent of Original Contract Price**.~~

~~**(a)** A Contract Amendment or Change Order or cumulative Contract Amendments or Change Orders that increase the total Contract Price to greater than 125 percent of the original Contract Price shall be reported to the School Board, except in any of the following circumstances:~~

~~**(A)** The Original Contract Price does not exceed $500,000.~~

~~**(B)** The Superintendent determines that the Amendment, additional scope, or alternative work was contemplated in the original procurement and provided for in the original Contract, and the School Board previously approved the entire scope and/or maximum renewal terms. (Examples include a solicitation and contract that provides for renewal or extension for subsequent terms or a contract that specifically allows for alternates or additional work.)~~

~~**(b)** Contracts subject to the reporting requirement under this Rule shall be reported to the School Board a second time if subsequent Amendments or Change Orders increase the total Contract Price to greater than 150 percent of the original Contract Price.~~

~~**(c)** Contracts subject to the reporting requirement under this Rule shall be reported to the Board at the next regular business meeting of the Board following approval of the amendment or change triggering the reporting requirement. The report shall include an explanation of the basis for the amendment or change order.~~

END OF DIVISION 47

DIVISION 48

CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, PHOTOGRAMMETRIC MAPPING, TRANSPORTATION PLANNING OR LAND SURVEYING SERVICES AND RELATED SERVICES CONTRACTS

PPS 48-0100 Application

These division 48 rules apply to the screening and selection of Architects, Engineers, Photogrammetrists, Transportation Planners, Land Surveyors, and providers of Related services under Contracts, and set forth the following procedures:

(1) Procedures through which the District selects Consultants to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying services, or Related services; and

(2) Two-tiered procedures for selection of Photogrammetrists, Transportation Planners, Land Surveyors, and providers of Related services for certain public improvements owned and maintained by the District.

PPS 48-0110 Definitions

In addition to the definitions set forth in PPS 46-0110, the following definitions apply to these division 48 rules:

(1) "Architect" is defined in ORS 279C.100 and means a Person who is registered and holds a valid certificate in the practice of architecture in the State of Oregon, as provided under ORS 671.010 through 671.220, and includes, without limitation, the terms "Architect," "licensed Architect," and "registered Architect."

(2) "Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services" is defined in ORS 279C.100 and means professional services that are required to be performed by an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor.

(3) "Consultant" means an Architect, Engineer, Photogrammetrist, Transportation Planner, Land Surveyor, or provider of Related services. A Consultant includes a business entity that employs Architects, Engineers, Photogrammetrists, Transportation Planners, Land Surveyors, or providers of Related services, or any combination of the foregoing. Provided, however, when the District is entering into a direct Contract under PPS 48-0200(1)(c) or (d), the "Consultant" shall be an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor, as required by ORS 279C.115(1).

(4) "Engineer" means an individual who is registered and holds a valid certificate in the practice of land engineering in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002(2).

(5) "Estimated Fee" means The District's reasonably projected fee to be paid for a Consultant's services under the anticipated Contract, excluding all anticipated reimbursable or other non-professional fee expenses. The Estimated Fee is used solely to determine the applicable Contract solicitation method and is distinct from the total amount payable under the Contract.

(6) "Land Surveyor" means a Person who is registered and holds a valid certificate in the practice of land surveying in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002(5).

(7) "Photogrammetric Mapping" means an evaluating and measuring of land that is limited to the determination of the topography, area, contours, and location of planimetric features, by using photogrammetric methods or similar remote sensing technology, including but not limited to using existing ground control points incidental to the photogrammetric or remote sensing mapping process.

(8) "Photogrammetrist" means an individual who is registered and holds a valid certificate to practice photogrammetric mapping in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002(5).

(9) "Price Agreement" for purposes of this division 48 is limited to mean an agreement related to the procurement of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services, under agreed-upon terms and conditions, including, but not limited to terms and conditions of later work orders or task orders for project-specific services, and which may include Consultant compensation information, with:

(a) No guarantee of a minimum or maximum purchase; or

(b) An initial work order, task order, or minimum purchase, combined with a continuing Consultant obligation to provide Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services in which the District does not guarantee a minimum or maximum additional purchase.

(10) "Project" means all components of the District's planned undertaking that gives rise to the need for a Consultant's Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services, under a Contract.

(11) "Related Services" means Personal services, other than Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, or Land Surveying services that are related to planning, designing, engineering, or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost-estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services, and owner's representation services, or land-use planning services.

(12) "Transportation Planning Services" means Transportation Planning services for projects that require compliance with the National Environmental Policy Act, 42 U.S.C. 4321 et seq. Transportation Planning services include only project-specific transportation planning involved in the preparation of categorical exclusions, environmental assessments, environmental impact statements, and other documents required for compliance with the National Environmental Policy Act, 42 USC 4321 et. seq. Transportation Planning services do not include transportation planning for corridor plans, transportation system plans, interchange area management plans, refinement plans, and other transportation plans not directly associated with an individual project that will require compliance with the National Environmental Policy Act, 42 USC 4321 et. seq. Transportation Planning services also do not include transportation planning for projects not subject to the National Environmental Policy Act, 42 USC 4321 et. seq.

PPS 48-0120 List of Interested Consultants; Performance Record

(1) Consultants who are engaged in the lawful practice of their profession and who are interested in providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services may annually submit a statement describing their qualifications and related performance information to the District's office addresses. The District shall use this information to create a list of prospective Consultants and shall update this list at least once every two years.

(2) The District may compile and maintain a record of each Consultant's performance under Contracts with the particular Contracting Agency, including information obtained from Consultants during an exit interview. Upon request and in accordance with the Oregon Public Records Law (ORS 192.311 through 192.478), the District may make available copies of the records.

PPS 48-0130 Applicable Selection Procedures; Pricing Information; Disclosure of Proposals; Conflicts of Interest

(1) Selection of Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors. When selecting the most qualified Consultant to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, the District shall follow the applicable selection procedure under either PPS 48-0200 (Direct Appointment Procedure), PPS 48-0210 (Informal Selection Procedure), or PPS 488-0220 (Formal Selection Procedure). The District may solicit or use pricing policies and pricing Proposals, or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead, in any of the District's selection procedures to select Consultants to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, pursuant to the requirements of ORS 279C.110(5)

(2) Selection of Consultants to Perform Related Services. The District shall select a Consultant to perform Related services using one of the following selection procedures:

(a) When selecting a Consultant on the basis of qualifications alone, the District shall follow the applicable selection procedure under either PPS 48-0200 (Direct Appointment Procedure), PPS 48-0210 (Informal Selection Procedure), or PPS 48-0220 (Formal Selection Procedure);

(b) When selecting a Consultant on the basis of price competition alone, the District shall follow the applicable provisions under PPS 48-0200 (Direct Appointment Procedure), the applicable provisions of PPS 48-0210 (Informal Selection Procedure) pertaining to obtaining and evaluating price proposals and other pricing information, or the applicable provisions of PPS 48-0220 (Formal Selection Procedure) pertaining to obtaining and evaluating price Proposals and other pricing information; and

(c) When selecting a Consultant on the basis of price and qualifications, the District shall follow the applicable provisions under PPS 48-0200 (Direct Appointment Procedure), the applicable provisions of PPS 48-0210 (Informal Selection Procedure) pertaining to obtaining and evaluating price and qualifications Proposals, or the applicable provisions of PPS 48-0220 (Formal Selection Procedure) pertaining to obtaining and evaluating price and qualifications proposals. For selections under the informal selection procedure of PPS 48-0210, the District may use abbreviated requests for proposals that nevertheless meet the requirements of PPS 48-0210, when the District determines, in its sole discretion, that the characteristics of the project and the Related services required by the District would be adequately addressed by a more abbreviated Request for proposal document generally comparable to the intermediate procurement procedures and related documentation under ORS 279B.070 and PPS 47-0270. The District may request and consider a Proposer's pricing policies and pricing Proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates, and overhead, submitted with a proposal.

Sections (1) and (2) Do Not Apply to Price Agreements. The District is not required to follow the procedures in section (1) or section (2) of this rule when the District has established Price Agreements pursuant to PPS 48-0270 with more than one Consultant and is selecting a single Consultant to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services under an individual work order or task order. Provided, however, the criteria and procedures the District uses to select a single Consultant, when the District has established Price Agreements with more than one Consultant, shall meet the requirements of OAR PPS 48-0270 (Price Agreements).

(1) Electronic Selection. The District may use electronic methods to screen and select a Consultant in accordance with the procedures described in sections (1) and (2) of this rule. If The District uses electronic methods to screen and select a Consultant, the District shall first promulgate rules for conducting the screening and selection procedure by electronic means, substantially in conformance with PPS 47-0330 (Electronic procurement).

(2) Contracts for "Mixed" Services. For purposes of these division 48 rules, a "mixed" Contract is one requiring the Consultant to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, and also provide Related services, other services or other related goods under the Contract. The District's classification of a procurement that will involve a "mixed" Contract will be determined by the predominant purpose of the Contract. The District shall determine the predominant purpose of the Contract by determining which of the services involves the majority of the total Estimated Fee to be paid under the Contract. If the majority of the total Estimated Fee to be paid under the Contract is for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, the District shall comply with the requirements of section (1) of this rule. If the majority of the total Estimated Fee to be paid under the Contract is for Related services, the District shall comply with the requirements of section (2) of this rule. If the majority of the total Estimated Fee to be paid under the Contract is for some other services or goods under the Public Contracting Code, the District shall comply with the applicable provisions of PPS divisions 46, 47 and 49 of these rules that match the predominant purpose of the Contract.

(3) Compliance With Board Policy. In applying these rules, the District shall support Board Policies relating to District Contracts.

(4) Disclosure Requirements for Proposals Under Division 48. The following provisions apply to proposals received by the District for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services:

(a) "Competitive Proposals" Means all Proposals Solicited under Division 48. The term "competitive proposal" includes Proposals under PPS 48-0200 (Direct Appointment Procedure), PPS 48-0210 (Informal Selection Procedure), PPS 48-0220 (Formal Selection Procedure) or PPS 48-0130(2)(c) (Selection Based on Price and Qualifications), and any proposals submitted in response to a selection process for a work order or task order under PPS 48-0270 (Price Agreements) or PPS 48-0280 (FSCP).

(b) Direct Appointments. For purposes of Proposals received by the District under PPS 48-0200 (Direct Appointment Procedure), a formal notice of intent to award is not required. As a result, while the District may make Proposals under PPS 48-0200 (Direct Appointment Procedure) open for public inspection following the District's decision to begin Contract negotiations with the selected Consultant, Proposals are not required to be open for public inspection until after the District has executed a Contract with the selected Consultant.

(c) Closely Competitive Proposals. In the limited circumstances permitted by ORS 279C.110, 279C.115, and 279C.120, here the District is conducting discussions or negotiations with Proposers who submit Proposals that the District has determined to be closely competitive or to have a reasonable chance of being selected for award, the District may open Proposals so as to avoid disclosure of proposal contents to competing Proposers, consistent with the requirements of ORS 279C.107. Otherwise, the District may open Proposals in such a way as to avoid disclosure of the contents until after the District executes a Contract with the selected Consultant. If the District determines that it is in the best interest of the District to do so, the District may make Proposals available for public inspection following the District's issuance of a notice of intent to award a Contract to a Consultant; and

(d) ORS 297C.107 Requirements. Disclosure of Proposals and proposal information is otherwise governed by ORS 279C.107 as follows:

(A) The District may open Proposals so as to avoid disclosing contents to competing Proposers during, where applicable, the process of negotiation.

(B) The District need not open Proposals for public inspection until after the District executes a Contract.

(C) Regardless of when Proposals are opened for public inspection, the District shall withhold from disclosure trade secrets as defined in ORS 192.501, and information submitted to the District in confidence as described in ORS 192.502.

(D) Opening a proposal at a public meeting of the Board or other body subject to the Public Meetings Law does not make the contents of the proposal subject to disclosure regardless of whether an executive session has been called.

(E) If a request for Proposals is cancelled after Proposals are received, the District shall, subject to ORS 192.501 and 192.502, return a proposal and all copies of the proposal to the Proposer. The District shall keep a list of returned Proposals in the Solicitation file.

(5) Independent and Objective Oversight Required. Pursuant to ORS 279C.307(1), when procuring Personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with, or otherwise overseeing a Contract subject to PPS divisions 48 or 49 ("ORS 279C.307 Services"), the District may not:

(a) Procure the Personal services identified in ORS 279C.307 from a Contractor or Consultant or an affiliate of a Contractor or Consultant who is a party to the Public Contract that is subject to administration, management, monitoring, inspection, evaluation, or oversight by means of the Personal services; or

(b) Procure the Personal services identified in ORS 279C.307 through the Public Contract that is subject to administration, management, monitoring, inspection, evaluation, or oversight by means of Personal services.

(6) Application of Section 8. The requirements of ORS 279C.307(1) and section 8 of this rule apply in the following circumstances, except as provided in section (9) and (10) of this rule:

(a) The District requires the procurement of Personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with, or otherwise overseeing a Public Contract or performance under a Public Contract that is subject to ORS chapter 279C. A Public Contract that is "subject to ORS chapter 279C" includes a Public Contract for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, a Public Contract for Related services, or a Public Contract for construction services under ORS chapter 279C.

(b) The procurement of Personal services subject to the restrictions of ORS 279C.307 include, but are not limited to, the following:

(A) Procurements for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services that involve overseeing or monitoring the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C;

(B) Procurements for commissioning services, which involve monitoring, inspecting, evaluating or otherwise overseeing the performance of a Contractor providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C;

(C) Procurements for project management services, which involve administration, management, monitoring, inspecting, evaluating compliance with, or otherwise overseeing the performance of a Contractor providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, construction services subject to ORS chapter 279C, commissioning services, or other Related services for a project;

(D) Procurements for special inspections and testing services, which involve inspecting, testing, or otherwise overseeing the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C; and

(E) Procurements for other Related services or Personal services, which involve administering, managing, monitoring, inspecting, evaluating compliance with, or otherwise overseeing the Public Contracts described in section (10)(a) of this rule.

(7) Design-Build and CM/GC Contract Solicitations. The requirements of ORS 279C.307 do not apply in the following circumstances, except as further specified below:

(a) To the District's procurement of both design services and construction services through a single "Design-Build" procurement, as that term is defined in PPS 49-0610. Such a Design-Build procurement includes a procurement under an Energy Savings Performance Contract, as defined in ORS 279A.010. Provided, however, the restrictions of ORS 279C.307 do apply to the District's procurement of Personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with, or otherwise overseeing a Design-Build Contract or performance under such a Contract resulting from a Design-Build procurement; and

(b) To the District's procurement of both pre-construction services and construction services through a single procurement of Construction Manager/General Contractor services, as that term is defined in ORS 279C.332(3). Provided, however, the restrictions of ORS 279C.307 do apply to the District's procurement of Personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with, or otherwise overseeing a Construction Manager/General Contractor services Contract or performance under such a Contract resulting from a procurement of Construction Manager/General Contractor services.

(8) Application for Exception. As permitted by ORS 279C.307(3), the District may apply for an exception to the requirements of ORS 279C.307(1) in the situation when the District anticipates that it must procure Personal Services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Public Contract or performance under a Public Contract that is subject to ORS chapter 279C, and the District desires to accept a Bid or other Proposal from a Contractor or Consultant that would otherwise be prohibited from bidding or proposing to provide the required Personal Services. In order for the District to obtain such an exception to the requirements of ORS 279C.307(1), the District must apply for and obtain an approved exception from the Appropriate Authority for the District before awarding a contract to the Contractor or Consultant under a Procurement for the required Personal Services, or before entering into an amendment of an existing Public Contract with the Contractor or Consultant to obtain the Personal Services.

(a) Application Requirements. The District's application to the Appropriate Authority for an exception under ORS 279C.307(3) must include the following Findings and Justifications:

(A) The District requires Personal Services described in ORS 279C.307(1);

(B) Accepting a Bid or from a Contractor or Consultant that would be subject to the prohibition described in ORS 279C.307(1) is in the best interest of the District;

(C) Approving the is unlikely to encourage favoritism in awarding Public Contracts or to substantially diminish competition for Public Contracts; and

(D) Approving the exception:

(i) Is reasonably expected to result in substantial cost savings to the District or the public; or

(ii) Otherwise will substantially promote the public interest in a manner that could not be practicably realized by complying with the prohibition described in ORS 279C.307(1).

(b) Consultation with Legal Counsel. The District shall consult with the District's legal counsel during the exception process provided for in ORS 279C.307(3) as follows:

(A) During the process of preparing an application for the exception to ensure compliance with the requirements of ORS 279C.307 and with the other applicable provisions of ORS chapter 279C;

(B) Pursuant to the requirements of an ORS 279C.307(3) exception approved by the District's Appropriate Authority; and

(C) The District's consultation with its legal counsel should include discussion and evaluation of mitigation measures that the District can include in the Procurement and in any resulting Public Contract for the Personal Services, in order to reduce any competitive advantage that the Contractor or Consultant may have or may be perceived to have, and to increase the objectivity and independence of the Contractor or Consultant during its performance of the Personal Services.

(c) Definitions. The following definitions apply to section (11) of this rule:

(i) "Appropriate Authority" means the District's local contract review board; and

(ii) "Findings and Justifications" means the determinations, findings and justifications for a conclusion that the District, in seeking an exception from the objectivity and independence requirements of ORS 279C.307(1), reaches based on the considerations set forth in ORS 279C.307(3)(d) and based on sufficient supporting facts.

SELECTION PROCEDURES

PPS 48-0200 Direct Appointment Procedure

(1) The District may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:

(a) Emergency. The District finds that an Emergency exists; or

(b) Small Estimated Fee. The Estimated Fee to be paid under the Contract does not exceed $100,000; or

(c) FSCP. The Consultant is a member of an FSCP that has been established for the class of work for which a Contract is required; or

(d) Continuation of Project with an Intermediate Estimated Fee. Where a District project is being continued, as more particularly described below, and where the Estimated Fee will not exceed $250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be performed under the following requirements:

(A) The services consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services that have been substantially described, planned, or otherwise previously studied in an earlier Contract with the same Consultant and are rendered for the same project as the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services rendered under the earlier Contract;

(B) The Estimated Fee to be made under the Contract does not exceed $250,000; and

(C) The District used either the formal selection procedure under PPS 48-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract; or

(e) Continuation of Project With an Extensive Estimated Fee. When a District project is being continued, as more particularly described below, and where the Estimated Fee is expected to exceed $250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be performed under the Contract shall meet the following requirements:

(A) The services consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services that have been substantially described, planned, or otherwise previously studied under an earlier Contract with the same Consultant and are rendered for the same project as the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services rendered under the earlier Contract;

(B) The District used either the formal selection procedure under PPS 48-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract; and

(C) The District makes written findings that entering into a Contract with the Consultant, whether in the form of an amendment to an existing Contract or a separate Contract for the additional scope of services, will:

(iii) Promote efficient use of public funds and resources and result in substantial cost savings to the District; and

(iv) Protect the integrity of the Public Contracting process and the competitive nature of the procurement by not encouraging favoritism or substantially diminishing competition in the award of the Contract; or

(f) The Contract Review Board Grants Approval for a Direct Appointment or Alternative Procurement Process.

(A) The Superintendent may seek approval from the Local Contract Review Board for direct appointment or an alternative procurement process for Consultant services.

(B) The Superintendent shall submit a written request to the Board demonstrating that:

(i) Approval by the Board is unlikely to encourage favoritism in the award of public contracts or substantially diminish competition for public contracts; and

(ii) Is reasonably expected to result in substantial cost savings to the District or to the public; or

(iii) Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with the selection procedures otherwise required by these rules.

(2) The District may select a Consultant for a Contract under this rule from the following sources:

(a) District's list of Consultants that is created under PPS 48-0120 (List of Interested Consultants; Performance Record);

(b) Another Contracting Agency's list of Consultants that the Contracting Agency has created under PPS 48-0120 0120 (List of Interested Consultants; Performance Record), with written consent of that Contracting Agency; or

(c) All Consultants offering the required Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services that the District reasonably can identify under the circumstances.

(3) The District shall direct negotiations with a Consultant selected under this rule toward discussing, refining, and finalizing the following:

(a) The specific scope of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be provided by the Consultant

(b) The Consultant's performance obligations and performance schedule;

(c) Payment methodology, Consultant's rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity, and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services; and

(d) Any other provisions that the District believes to be in the District's best interest to negotiate.

PPS 48-0210 Informal Selection Procedure

(1) The District may use the informal selection procedure described in this rule to obtain a Contract if the Estimated Fee is expected not to exceed $250,000.

(2) When using the informal selection procedure on the basis of qualifications alone or, for Related services, on the basis of price and qualifications, the District shall:

(a) Create a request for Proposals ("RFP") that includes at a minimum the following:

(A) A description of the project for which a Consultant's Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services are needed and a description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services that will be required under the resulting Contract;

(B) The anticipated Contract performance schedule;

(C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the project, including construction services;

(D) The date and time Proposals are due and other directions for submitting Proposals;

(E) Criteria upon which the most qualified Consultant will be selected. Selection criteria may include, but are not limited to, the following:

(i) The amount and type of resources and number of experienced staff the Consultant has committed to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP within the applicable time limits, including the current and projected workloads of such staff and the proportion of time such staff would have available for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services;

(ii) Proposed management techniques for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP;

(iii) A Consultant's capability, experience and past performance history and record in providing similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services, including but not limited to quality of work, ability to meet schedules, cost control methods and Contract administration practices;

(iv) A Consultant's approach to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP and design philosophy, if applicable;

(v) A Consultant's geographic proximity to and familiarity with the physical location of the project;

(vi) Volume of work, if any, previously awarded to a Consultant, with the objective of effecting equitable distribution of Contracts among qualified Consultants, provided such distribution does not violate the principle of selecting the most qualified Consultant for the type of professional services required;

(vii) A Consultant's ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses;

(viii) Whether the Consultant owes a liquidated and delinquent debt to the State of Oregon; and

(ix) If the District is selecting a Consultant to provide Related service, pricing policies and pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead.

(F) A Statement that Proposers responding to the RFP do so solely at their expense, and District is not responsible for any Proposer expenses associated with the RFP;

(G) A statement directing Proposers to the protest procedures set forth in these division 48 rules; and

(H) A sample form of the Contract.

(b) Provide an RFP to a minimum of five (5) prospective Consultants. If fewer than five (5) prospective Consultants are available, Contracting Agencies shall provide the RFP to all available prospective Consultants and shall maintain a written record of the Contracting Agencies' efforts to locate available prospective Consultants for the RFP. Contracting Agencies shall draw prospective Consultants from:

(A) The District's list of Consultants that is created and maintained under OAR 137-048-0120 (List of Interested Consultants; Performance Record);

(B) Another Contracting Agency's list of Consultants that is created and maintained under OAR 137-048-0120 (List of Interested Consultants; Performance Record); or

(C) All Consultants that the District reasonably can locate that offer the desired Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services, or any combination of the foregoing.

(c) Review and rank all Proposals received according to the criteria set forth in the RFP, and select the three highest ranked Proposers.

(3) Contracting Agencies using the informal selection procedure for Related services on the basis of price Proposals and other pricing information alone shall:

(a) Create an RFP that includes at a minimum the following:

(A) A description of the project for which a Consultant's Related services are needed and a description of the Related services that will be required under the resulting Contract;

(B) The anticipated Contract performance schedule;

(C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the project, including construction services;

(D) The date and time Proposals are due and other directions for submitting Proposals;

(E) Any minimum or pass-fail qualifications that the Proposers shall meet, including but not limited to any such qualifications in the subject matter areas described in section (2)(a)(E)(i) through section (2)(a)(E)(viii) of this rule that are related to the Related services described in the RFP;

(F) Pricing criteria upon which the highest ranked Consultant will be selected. Pricing criteria may include, but are not limited to, the total price for the Related services described in the RFP, Consultant pricing policies and other pricing information such as the Consultant's estimated number of staff hours needed to perform the Related services described in the RFP, expenses, hourly rates and overhead;

(G) A statement directing Proposers to the protest procedures set forth in these division 48 rules; and

(H) A sample form of the Contract.

(b) Provide the RFP to a minimum of five (5) prospective Consultants. If fewer than five (5) prospective Consultants are available, Contracting Agencies shall provide the RFP to all available prospective Consultants and shall maintain a written record of the Contracting Agencies' efforts to locate available prospective Consultants for the RFP. Contracting Agencies shall draw prospective Consultants from:

(A) The District's list of Consultants that is created and maintained under OAR 137-048-0120 (List of Interested Consultants; Performance Record);

(B) Another Contracting Agency's list of Consultants that is created and maintained under OAR 137-048-0120 (List of Interested Consultants; Performance Record); or

(C) All Consultants that the District reasonably can locate that offer the desired Related services; and.

(c) Review and rank all responsive Proposals received, according to the total price for the Related services described in the RFP, Consultant pricing policies and other pricing information requested in the RFP, including but not limited to the number of hours proposed for the Related services required, expenses, hourly rates and overhead, and select the three highest ranked Proposers.

(4) If the District does not cancel the RFP after it reviews the Proposals and ranks each Proposer, the District will begin negotiating a Contract with the highest ranked Proposer. The District shall direct Contract negotiations toward discussing, refining and finalizing the following:

(a) The specific scope of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be provided by the Consultant;

(b) The Consultant's performance obligations and performance schedule;

(c) Payment methodology, Consultant's rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity, and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services; and

(d) Any other conditions or provisions that the District believes to be in the District's best interest to negotiate.

(5) The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer, if the District and the Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, in accordance with section (4) of this rule, until negotiations result in a Contract. If negotiations with any of the top three Proposers do not result in a Contract within a reasonable amount of time, the District may end the particular informal solicitation and thereafter may proceed with a new informal solicitation under this rule or proceed with a formal solicitation under OAR 137-048-0220 (Formal Selection Procedure).

(6) If the District uses the informal selection procedure for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, when the District will be using pricing policies, proposals or other pricing information as part of the District' screening and selection of prospective Consultants, pursuant to ORS 279C.110(5) [HB 2769 (Oregon Laws 2019, Chapter 55)], shall:

(a) Create an RFP that meets the requirements of ORS 279C.110(5)(a) In providing an estimate of the cost of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services described in the RFP, the District may provide a specific estimate of that cost, or a range of estimated costs;

(b) Provide the RFP to a minimum of five (5) prospective Consultants. If fewer than five (5) prospective Consultants are available, the District shall provide the RFP to all available prospective Consultants and shall maintain a written record of the District's efforts to locate available prospective Consultants for the RFP. The District shall draw prospective Consultants from:

(A) The District's list of Consultants that is created and maintained under OAR 137-048-0120 (List of Interested Consultants; Performance Record);

(B) Another Contracting Agency's list of Consultants that is created and maintained under OAR 137-048-0120 (List of Interested Consultants; Performance Record); or

(C) All Consultants that the District reasonably can locate that offer the desired Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, or any combination of the foregoing.

(c) In the initial phase of the RFP, evaluate each prospective Consultant on the basis of each Consultant's qualifications to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services described in the RFP, with those qualifications including the criteria set forth in subsections (2)(a)(E)(i) through (2)(a)(E)(viii) of this rule;

(d) At the end of the initial phase of the RFP, announce the evaluation scores of each Consultant and rank each Consultant according to the evaluation scores. The District shall identify up to three (3) of the highest ranked prospective Consultants as being qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services described in the RFP, and as being eligible to participate in the second phase of the RFP process;

(e) In the second phase of the RFP, request a pricing proposal from the highest ranked prospective Consultants identified in the initial phase of the RFP, with that pricing proposal to meet the requirements of ORS 279C.110(5)(c)(A) and (B);

(f) Complete the evaluation of the highest ranked prospective Consultants that have decided to provide price proposals. In the District's final evaluation of the prospective Consultants who have provided price proposals, the District cannot assign more than fifteen (15) percent of the overall weight of the evaluation criteria in the second phase of the RFP to each Consultant's price proposal;

(g) If the District does not cancel the RFP after it reviews the qualifications of all prospective Consultants and the price proposals received from the highest ranked Consultants and ranks the highest ranked Consultants from the second phase of the RFP, begin negotiating a Contract with the highest ranked prospective Consultant. The District shall direct Contract negotiations toward discussing, refining and finalizing the following:

(A) The specific scope of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be provided by the Consultant;

(B) The Consultant's performance obligations and performance schedule;

(C) The Consultant's payment methodology, rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services; and

(D) Any other conditions or provisions the District believes to be in the District's best interest to negotiate; and

(h) The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Consultant, if the District and the Consultant are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second ranked Consultant, and if necessary, with the third ranked Consultant, in accordance with section (6)(g) of this rule, until negotiations result in a Contract. If negotiations with any of the top three prospective Consultants do not result in a Contract within a reasonable amount of time, the District may end the particular informal solicitation and thereafter may proceed with a new informal solicitation under this rule or proceed with a formal solicitation under OAR 137-048-0220 (Formal Selection Procedure).

(7) When the Estimated Fee in an informal selection procedure under this rule is expected not to exceed $150,000, the Contracting Agency is only required to provide the RFP under sections (2), (3) and (6) of this rule to three (3) prospective Consultants. If fewer than three (3) prospective Consultants are available, the Contracting Agency shall provide the RFP to all available prospective Consultants and shall maintain a written record of the Contracting Agency's efforts to locate available prospective Consultants for the RFP.

(8) The Contracting Agency shall terminate the informal selection procedure and proceed with the formal selection procedure under PPS 48-0220 if the scope of the anticipated Contract is revised during negotiations so that the Estimated Fee will exceed $250,000.

PPS 48-0220 Formal Selection Procedure

(1) Subject to OAR PPS 48-0130 (Applicable Selection Procedures; Pricing Information; Disclosure of Proposals), the District shall use the formal selection procedure described in this rule to select a Consultant if the Consultant cannot be selected under either PPS 48-0200 (Direct Appointment Procedure) or under PPS

48-0210 (Informal Selection Procedure). The formal selection procedure described in this rule may otherwise be used at the District's discretion.

(2) When using the formal selection procedure, the District shall obtain Contracts through public advertisement of RFPs, or Requests for Qualifications followed by RFPs.

(a) Except as provided in subsection (2)(b) of this section, the District shall advertise each RFP and RFQ at least once in at least one newspaper of general circulation in the area where the project is located, and in as many other issues and publications as may be necessary or desirable to achieve adequate competition. Other issues and publications may include, but are not limited to, local newspapers, trade journals, and publications targeted to reach disadvantaged business enterprise (DBE), veteran-owned business (VB), minority business enterprise (MBE), women business enterprise (WBE), and emerging small business enterprise (ESB) audiences.

(A) The District shall publish the advertisement within a reasonable time before the deadline for the proposal submission or response to the RFQ or RFP, but in any event no fewer than fourteen (14) calendar days before the closing date set forth in the RFQ or RFP.

(B) The District shall include a brief description of the following items in the advertisement:

(i) The project;

(ii) A description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services the District seeks;

(iii) How and where Consultants may obtain a copy of the RFQ or RFP; and

(iv) The deadline for submitting a proposal or response to the RFQ or RFP.

(b) In the alternative to advertising in a newspaper as described in subsection (2)(a) of this rule, the District shall publish each RFP and RFQ by one or more of the electronic methods identified in PPS 46-0110(14). The District shall comply with Sections (2)(a)(A) and (2)(a)(B) of this rule when publishing advertisements by electronic methods.

(c) The District may send notice of the RFP or RFQ directly to all Consultants on the District's list of Consultants that is created and maintained under PPS 48-0120 (List of Interested Consultants; Performance Record).

(3) Request for Qualifications Procedure. The District may use the RFQ procedure to evaluate potential Consultants and establish a short list of qualified Consultants to whom the District may issue an RFP for some or all of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFQ.

(a) Mandatory RFQ Requirements. The District shall include the following, at a minimum, in each RFQ:

(A) A brief description of the project for which the District is seeking a Consultant;

(B) A description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services the District seeks for the project;

(C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the project, including, but not limited to, construction services;

(D) The deadline for submitting a response to the RFQ;

(E) A description of required Consultant qualifications for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services that the District seeks;

(F) The RFQ evaluation criteria, including weights, points, or other classifications applicable to each criterion;

(G) A statement whether or not the District shall hold a pre-qualification meeting for all interested Consultants to discuss the project and the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFQ, and if a pre-qualification meeting will be held, the location of the meeting and whether or not attendance is mandatory; and

(H) A Statement that Consultants responding to the RFQ do so solely at their expense, and that the District is not responsible for any Consultant expenses associated with the RFQ.

(b) Optional RFQ Requirements. The District may include a request for any or all of the following in each RFQ:

(A) A statement describing Consultants' general qualifications and related performance information;

(B) A description of Consultants' specific qualifications to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFQ, including Consultants committed resources and recent, current, and projected workloads;

(C) A list of similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services and references concerning past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

(D) A copy of all records, if any, of Consultants' performance under Contracts with any other Contracting Agency;

(E) The number of Consultants' experienced staff committed to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFQ, including such personnel's specific qualifications and experience and an estimate of the proportion of time that such personnel would spend on those services;

(F) Consultants' approaches to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFQ and design philosophy, if applicable;

(G) Consultants' geographic proximity to and familiarity with the physical location of the project;

(H) Consultants' Ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses;

(I) If the District is selecting a Consultant to provide Related services, Consultants' pricing policies and pricing Proposals, or other pricing information, including the number of hours estimated for the services required, expenses, hourly rates, and overhead;

(J) Consultants' ability to assist the District in complying with any art acquisition requirements imposed by the District;

(K) Consultants' ability to assist the District in complying with State of Oregon energy efficient design requirements established by the District;

(L) Consultants' ability to assist the District in complying with the solar energy technology requirements pursuant to ORS 276.900 through 279.915; and

(M) Any other information the District deems reasonably necessary to evaluate Consultants' qualifications.

(a) Pricing Proposal Requests Not Allowed During the RFQ Process When RFQ Is Followed by RFP. If the District will use a Request for Qualifications followed by an RFP to procure Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services under this rule and District intends to use pricing policies, proposals or other pricing information as part of the District's screening and selection of prospective Consultants, pursuant to ORS 279C.110(5), the District cannot request cost proposals or otherwise use pricing policies, proposals or other pricing information as part of the Request for Qualifications. The District may only request cost proposals or otherwise use pricing policies, proposals or other pricing information during the RFP process, following the establishment of a short list of qualified Consultants through the Request for Qualifications process.

(b) RFQ Evaluation Committee. The District shall establish an RFQ evaluation committee of at least two individuals to review, score, and rank the responding Consultants according to the evaluation criteria. The District may appoint to the evaluation committee District employees or employees of other public agencies with experience in Architecture, Engineering, or Land Surveying services, Related services, construction services, or Public Contracting. If the District procedure permits, the District may include on the evaluation committee private practitioners of architecture, engineering, photogrammetry, transportation planning, land surveying, or related professions. The District shall designate one member of the evaluation committee as the evaluation committee chairperson.

(c) The District may use any reasonable screening or evaluation method to establish a short list of qualified Consultants, including, but not limited to, the following:

(A) Requiring Consultants responding to an RFQ to achieve a threshold score before qualifying for placement on the short list;

(B) Placing a pre-determined number of the highest scoring Consultants on a short list;

(C) Placing on a short list only those Consultants with certain essential qualifications or experience, whose practice is limited to a particular subject area, or who practice in a particular geographic locale or region, provided that such factors are material, would not unduly restrict competition, and were announced as dispositive in the RFQ.

(d) After the evaluation committee reviews, scores, and ranks the responding Consultants, the District shall establish a short list of at least three qualified Consultants, if feasible, provided however, if four or fewer Consultants responded to the RFQ or if fewer than three Consultants fail to meet the District's minimum requirements, then:

(A) The District may establish a short list of fewer than three qualified Consultants; or

(B) The District may cancel the RFQ and issue an RFP.

(e) No Consultant will be eligible for placement on the District's short list established under subsection (3)(d) of this rule if the Consultant or any of Consultant's principals, partners, or associates are members of the District's RFQ evaluation committee.

(f) Except when the RFQ is cancelled, the District shall provide a copy of the subsequent RFP to each Consultant on the short list.

(4) Formal Selection of Consultants Through Request for Proposal. The District shall use the procedure described in section (4) of this rule when issuing an RFP for a Contract described in section (1) of this rule.

(a) Required Contents. Except as otherwise provided in Sections (4)(b) and (4)(c) of this rule, when the District uses the formal selection procedure, the District shall include at least the following in each RFP, whether or not the RFP is preceded by an RFQ:

(A) General background information, including a description of the project and the specific Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services sought for the project, the estimated project cost, the estimated time period during which the project is to be completed, and the estimated time period in which the specific Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services sought will be performed.

(B) The RFP evaluation process and the criteria which will be used to select the most qualified Proposer, including the weights, points, or other classifications applicable to each criterion. If the District does not indicate the applicable number of points, weights, or other classifications, then each criterion is of equal value. Evaluation criteria may include, but are not limited to, the following:

(i) Proposers' availability and capability to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP;

(ii) Experience of Proposers' key staff persons in providing similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services on comparable projects;

(iii) The amount and type of resources and number of experienced staff persons Proposers have committed to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP;

(iv) The recent, current, and projected workloads of the staff and resources referenced in section (4)(a)(B)(iii), above;

(v) The proportion of time Proposers estimate that the staff referenced in section (4)(a)(B)(iii) above would spend on the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP;

(vi) Proposers' demonstrated ability to complete successfully similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services on time and within budget, including whether or not there is a record of satisfactory performance under PPS 48-0120 (List of Interest Consultants; Performance Record);

(vii) References and recommendations from past clients;

(viii) Proposers' performance history in meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations, price and cost data from previous projects, cost controls, and contract administration;

(ix) Status and quality of any required license or certification;

(x) Proposers' knowledge and understanding of the project and Architectural, Engineering, and Land Surveying services or Related services described in the RFP as shown in Proposers' approaches to staffing and scheduling needs for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services, and proposed solutions to any perceived design and constructability issues;

(xi) Results from interviews, if conducted;

(xii) Design philosophy, if applicable, and approach to the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP;

(xiii) If the District is selecting a Consultant to provide Related services, pricing policies and pricing Proposals, or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates, and overhead; and

(xiv) Any other criteria that the District deems relevant to the project and the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP, including, where the nature and budget of the project so warrant, a design competition between competing Proposers. Provided, however, these additional criteria cannot include pricing policies and pricing Proposals, or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates, and overhead, when the sole purpose or predominant purpose of the RFP is to obtain Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services.

(C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the project, including, but not limited to, construction services;

(D) Whether interviews are possible and if so, the weight, points, or other classifications applicable to the potential interview;

(E) The date and time Proposals are due, and the delivery location for Proposals;

(F) Reservation of the right to seek clarifications of each proposal;

(G) Reservation of the right to negotiate a final Contract that is in the best interest of the District;

(H) Reservation of the right to reject any or all Proposals and reservation of the right to cancel the RFP at any time if doing either would be in the public interest as determined by the District;

(I) A Statement that Proposers responding to the RFP do so solely at their expense, and the District is not responsible for any Proposer expenses associated with the RFP;

(J) A statement directing Proposers to the protest procedures set forth in these division 48 rules;

(K) Special Contract requirements, including but not limited to DBE, MBE, WBE, ESB, and VB participation goals or good faith efforts with respect to DBE, MBE, WBE, ESB, and VB participation, and federal requirements when federal funds are involved;

(A) A statement whether or not the District shall hold a pre-proposal meeting for all interested Consultants to discuss the project and the Architectural, Engineering, Photogrammetric

Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP, and if a pre-proposal meeting will be held, the location of the meeting and whether or not attendance is mandatory;

(B) A request for any information the District deems reasonably necessary to permit the District to evaluate, rank, and select the most qualified Proposer to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP; and

(C) A sample form of the Contract.

(b) RFP Contents for Related Services Selections Based on Price Only. When using the formal selection procedure, the District shall include at least the following in each RFP, whether or not the RFP is preceded by an RFQ, when the formal selection procedure is for Related services selected on the basis of price Proposals and other pricing information only:

(A) General background information, including a description of the project and the specific Related services sought for the project, the estimated project cost, the estimated time period during which the project is to be completed, and the estimated time period in which the specific Related services sought will be performed;

(B) The RFP evaluation process and the price criteria which will be used to select the highest ranked Proposer, including the weights, points or other classifications applicable to each criterion. If the District does not indicate the applicable number of points, weights or other classifications, then each criterion is of equal value. Evaluation price criteria may include, but are not limited to, the total price for the Related services described in the RFP, Consultant pricing policies, and other pricing information such as the Consultant's estimated number of staff hours needed to perform the Related services described in the RFP, expenses, hourly rates and overhead;

(C) Any minimum or pass-fail qualifications that the Proposers shall meet, including but not limited to any such qualifications in the subject matter areas described in section (4)(a)(B)(i) through section (4)(a)(B)(xii) of this rule; and

(D) The information listed in section (4)(a)(C) through section(4)(a)(N) of this rule pertaining to the Related services described in the RFP.

(a) RFP Contents for District Selection of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services with Pricing Policies, Proposals or Other Pricing Information. If the District will be including pricing policies, proposals or other pricing information in the District's formal selection procedure criteria for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services pursuant to ORS 279C.110(5), the District shall meet the following minimum requirements for each RFP:

(A) If the District has used the Request for Qualifications procedure in section (3) of this rule to evaluate potential Consultants and establish a short list of qualified Consultants pursuant to ORS 279C.110(5), the RFP shall meet the requirements of ORS 279C.110(5) that address the second phase of the selection process applicable to the short list of no more than three of the highest ranked prospective consultants that were identified in the initial phase of the selection process described in ORS 279C.110(5)(a) and (b).

(B) If the District has elected to not use the Request for Qualifications procedure in section (3) of this rule, and will use only an RFP in the District's use of the formal selection procedure, the District shall include at least the following in the RFP:

(i) The information set forth in ORS 279C.110(5)(a). In providing an estimate of the cost of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services described in the RFP, the District may provide a specific estimate of that cost, or a range of estimated costs;

(ii) (In the initial phase of the RFP, provisions describing the District's evaluation of each prospective Consultant on the basis of each Consultant's qualifications to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services described in the RFP, with those qualifications including the criteria set forth in subsections (4)(a)(B)(i) through (4)(a)(B)(xiii) and (4)(a)(B)(xv) of this rule;

(iii) At the end of the initial phase of the RFP, provisions describing the District's evaluation scores of each Consultant and rank of each Consultant according to the evaluation scores. The District shall identify up to three (3) of the highest ranked prospective Consultants as being qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services described in the RFP, and as being eligible to participate in the second phase of the RFP process;

(iv) In the second phase of the RFP, provisions describing the District's request of a pricing proposal from each of the highest ranked prospective Consultants identified in the initial phase of the RFP, pursuant to the requirements of ORS 279C.110(5)(c)(A) and (B);

(v) Provisions describing the District's evaluation of the highest ranked prospective Consultants that have decided to provide price proposals. In the District's final evaluation of the prospective Consultants who have provided price proposals, the District cannot assign more than fifteen (15) percent of the overall weight of the evaluation criteria in the second phase of the RFP to each Consultant's price proposal;

(b) RFP Evaluation Committee. The District shall establish a committee of at least three individuals to review, score, and rank Proposals according to the evaluation criteria set forth in the RFP. If the RFP has followed an RFQ, the District may include the same members who served on the RFQ evaluation committee. The District may appoint to the evaluation committee the District employees or employees of other public agencies with experience in Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying or Related services, construction services, or Public Contracting. At least one member of the evaluation committee shall be a District employee. If the District procedure permits, the District may include on the evaluation committee private practitioners of architecture, engineering, land surveying, or related professions. The District shall designate one of its employees who also is a member of the evaluation committee as the evaluation committee chairperson.

(A) No Proposer will be eligible for award of the Contract under the RFP if Proposer or any of Proposer's principals, partners, or associates are members of the District's RFP evaluation committee for the Contract;

(B) If the RFP provides for the possibility of Proposer interviews, the evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. If the evaluation committee conducts interviews, it shall award weights, points, or other classifications indicated in the RFP for the anticipated interview; and

(C) The evaluation committee shall provide to the District the results of the scoring and ranking for each Proposer.

(c) If the District does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the District shall begin negotiating a Contract with the highest ranked Proposer. The District shall direct Contract negotiations toward discussing, refining and finalizing the following:

(A) The specific scope of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be provided by the Consultant;

(B) The Consultant's performance obligations and performance schedule;

(C) Payment methodology, Consultant's rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity, and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services; and

(D) Any other conditions or provisions the District believes to be in the District's best interest to negotiate.

(d) The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the District and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on if applicable, in accordance with section (4)(c) of this rule, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the District may end the particular formal solicitation. Nothing in this rule precludes the District from proceeding with a new formal solicitation for the same Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP that failed to result in a Contract.

PPS 48-0230 Ties Among Proposers

(1) If the District is selecting a Consultant on the basis of qualifications alone and determines after the ranking of Proposers that two or more Proposers are equally qualified, the District may select a candidate through any process that the District believes will result in the best value for the District, taking into account the scope, complexity, and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services. Provided, however, that the tie-breaking process established by the District under this section (1) cannot be based on pricing policies and pricing Proposals, or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates, and overhead. The process shall be designed to instill public confidence through ethical and fair dealing, honesty, and good faith on the part of the District and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the District and the selected Proposer shall proceed with negotiations under PPS 48-0210(3) or 48-0220(4)(c), as applicable.

(2) If the District is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines after the ranking of Proposers that two or more Proposers are identical in terms of price or are identical in terms of price and qualifications, then the District shall follow the procedure set forth in PPS 46-0300 (Preferences for Oregon goods and services) to select the Consultant.

PPS 48-0240 Protest Procedures

(1) **RFP Protest and Request for Change**. Pursuant to ORS 279C.110(8), Consultants may submit a written protest of anything contained in an RFP and may request a change to any provision, specification, or Contract term contained in an RFP, no later than seven (7) calendar days prior to the date Proposals are due,

unless a different deadline is indicated in the RFP. Each protest and request for change shall include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications, or Contract terms. The District may not consider any protest or request for change that is submitted after the submission deadline.

(2) Protest of Consultant Selection. Pursuant to ORS 279C.110(8), Consultants may submit a written protest of the District's selection of a Consultant for award of a Contract as follows:

(a) Single Award. In the event of an award to a single Proposer, the District shall provide to all Proposers a copy of the selection notice that the District sent to the highest ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the District no later than seven days after the date of the selection notice, unless a different deadline is indicated in the RFP. A Proposer submitting a protest shall claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP, or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP.

(b) Multiple Award. In the event of an award to more than one Proposer, the District shall provide to all Proposers copies of the selection notices that the District sent to the highest ranked Proposers. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposers may submit a written protest of the selection to the District no later than seven days after the date of the selection notices, unless a different deadline is indicated in the RFP. A Proposer submitting a protest shall claim that the protesting Proposer is one of the highest ranked Proposers because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP, or because a sufficient number of Proposals of higher ranked Proposers to failed to meet the requirements of the RFP. In the alternative, a Proposer submitting a protest shall claim that the Proposals of all higher ranked Proposers, or a sufficient number of higher ranked Proposers, are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the RFP.

(c) Effect of Protest Submission Deadline. The District may not consider any protest that is submitted after the submission deadline.

(3) Resolution of Protests. A duly authorized representative of the District shall resolve all timely submitted protests within a reasonable time following the District's receipt of the protest, and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, the District shall revise the RFP accordingly and shall re-advertise the RFP in accordance with these rules.

PPS 48-0250 Solicitation Cancellation, Delay, or Suspension; Rejection of All Proposals or Responses; Consultant Responsibility for Costs

The District may cancel, delay, or suspend a solicitation, RFQ, or other preliminary procurement document, whether related to a Direct Appointment Procedure (PPS 48-0200), Informal Selection Procedure (PPS 48-0210), or a Formal Selection Procedure (PPS 48-0200), or reject all Proposals, responses to RFQs, responses to other preliminary procurement documents, or any combination of the foregoing, if the District believes it is in the public interest to do so. In the event of any such cancellation, delay, suspension, or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension, or rejection. Consultants responding to either solicitations, RFQs, or other preliminary procurement documents are responsible for all costs they may incur in connection with submitting Proposals, responses to RFQs, or responses to other preliminary procurement documents.

PPS 48-0260 Two-Tiered Selection Procedure for District Public Improvement Projects

(1) If the District requires an Architect, Engineer, Photogrammetrist, Transportation Planner, or Land Surveyor to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services for a public improvement that is owned and maintained by the District and a State Agency will serve as the lead, the District shall enter into Contracts with Architects, Photogrammetrists, Transportation Planners, Engineers, or Land Surveyors for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services for that public improvement, and the State Contracting Agency shall utilize the two-tiered selection process described below to obtain these Contracts with Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors.

(2) **Tier One**. State that the District shall, when feasible, identify no fewer than the three (3) most qualified Proposers responding to an RFP that was issued under the applicable selection procedures described in PPS 48-0210 (Informal Selection Procedures) and 48-0220 (Formal Selection Procedures), or from among Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors identified under PPS 48-0200 (Direct Appointment Procedure), and shall notify the District of the Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors selected.

(3) **Tier Two**. In accordance with the qualifications-based selection requirements of ORS 279C.110, the District shall either:

(a) Select an Architect, Engineer, Photogrammetrist, Transportation Planner, or Land Surveyor from the State Contracting Agency's list of Proposers to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services for the District's public improvement; or

(b) Select an Architect, Engineer, Photogrammetrist, Transportation Planner, or Land Surveyor to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services for the District's Public Improvement through an alternative process adopted by the District consistent with the provisions of the applicable RFP, if any, and these division 48 rules. The District's alternative process shall be described in the applicable RFP, may be structured to take into account the unique circumstances of the District, and may include provisions to allow the District to perform its tier-two responsibilities efficiently and economically, alone or in cooperation with other Local Contracting Agencies. The District's alternative process may include, but is not limited to, one or more of the following methods:

(A) A general written direction from the District to the State Contracting Agency, prior to the advertisement of a procurement or series of procurements, or during the course of the procurement or series of procurements, that the District's tier two selection shall be the highest ranked firm identified by the State Contracting Agency during the tier one process, and that no further coordination or consultation with the District is required. However, the District may provide written notice to the State Contracting Agency that the District's general written direction is not to be applied for a particular procurement and describe the process that the District shall utilize for the particular procurement. In order for a written direction from the District consistent with this section to be effective for a particular procurement, it shall be received by the Contracting Agency with adequate time for the State Contracting Agency to revise the RFP in order for Proposers to be notified of the tier two process to be utilized in the procurement. In the event of a multiple award under the terms of the applicable procurement, the written direction from the District may apply to the highest ranked Proposers that are selected under the terms of the procurement document.

(B) An intergovernmental agreement between the District and the Contracting Agency outlining the alternative process that the District has adopted for a procurement or series of procurements.

(C) Where multiple Local Government Contracting Agencies are involved in a two-tiered selection procedure, the Local Government Contracting Agencies may name one or more authorized representative(s) to act on behalf of all the Local Government Contracting Agencies, whether the Local Government Contracting Agencies are acting collectively or individually, to select the Architect, Engineer, Photogrammetrist, Transportation Planner, or Land Surveyor to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services under the tier two selection process. In the event of a multiple award under the terms of the applicable procurement, the authorized representative(s) of the Local Contracting Agencies may act on behalf of the District to select the highest ranked firms that are required under the terms of the procurement document, as part of the tier two selection process.

(4) In the event the State Contracting Agency has made a multiple award of Price Agreements pursuant to OAR 137-048-0270, with that multiple award of Price Agreements meeting the tier-one requirements of ORS 279C.125 and this rule, the District shall make its tier-two selection of an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor for a project-specific work order or task order from the Consultants who have executed Price Agreements with the State Contracting Agency, in accordance with the work order or task order assignment procedures established by the State Contracting Agency in the Price Agreements. If the District elects to select an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services for District's public improvement through an alternative process adopted by the District, the requirements of that alternative process shall be specified in the RFP, if any, in the executed Price Agreements, or in the project-specific work order or task order assignment procedures provided to the Consultants who have executed Price Agreements, at the time the selection of a Consultant is made for the project-specific work order or task order.

(5) The State Contracting Agency shall thereafter begin Contract negotiations with the selected Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor in accordance with the negotiation provisions in PPS 48-0200 (Direct Appointment Procedure), 48-0210 (Informal Selection Procedure, or 48-0220 (Formal Selection Procedure) as applicable.

(6) Nothing in these division 48 rules should be construed to deny or limit the District's ability to contract directly with Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors pursuant to ORS 279C.125(4) through a selection process established by the District.

PPS 48-0270 Price Agreements

(1) The District may establish Price Agreements for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services when the District cannot determine the precise quantities of those services which the District shall require over a specified time period.

(2) When establishing Price Agreements under this rule, the District shall select no fewer than three Consultants, when feasible. The selection procedures for establishing Price Agreements shall be in accordance with PPS 48-0130(1) or 48-0130(2), as applicable. The District may select a single Consultant when a Price Agreement is awarded to obtain services for a specific project or a closely-related group of projects.

(3) In addition to any other applicable solicitation requirements set forth in these division 48 rules, solicitation materials and the terms and conditions for a Price Agreement for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services shall:

(a) Include a scope of services, menu of services, a specification for services or a similar description of the nature, general scope, complexity, and purpose of the procurement that will reasonably enable a prospective bidder or Proposer to decide whether to submit a bid or proposal;

(b) Specify whether the District intends to award a Price Agreement to one Consultant or to multiple Consultants. If the District shall award a Price Agreement to more than one Consultant, the Solicitation Document and Price Agreement shall describe the criteria and procedures the District shall use to select a Consultant for each individual work order or task order. Subject to the requirements of ORS 279C.110, the criteria and procedures to assign work orders or task orders that only involve or predominantly involve Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services are at the District's sole discretion; provided, however, in circumstances where a direct contract is not permitted under PPS 48-0200 and a state agency is conducting the solicitation, the selection criteria cannot be based on pricing policies, pricing proposals, or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates, and overhead. In accordance with PPS 48-0130(2) applicable to Related services procurements, the selection criteria and procedures may be based solely on the qualifications of the Consultants, solely on pricing information, or a combination of both qualifications and pricing information. Pricing information for the District's solicitation of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services, or any Contracting Agency's solicitation of Related services, may include the number of hours proposed for the Related services required, expenses, hourly rates, the number of hours, overhead, and other price factors. Work order or task order assignment procedures under Price Agreements may include direct appointments, subject to the requirements of PPS 48-0200; and

(c) Specify the maximum term for assigning Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services under the Price Agreement.

(4) When the Solicitation materials and terms and conditions for a Price Agreement involve a two-tiered selection process pursuant to ORS 279C.125 and OAR 137-048-0260(1), the Solicitation materials and terms and conditions for a Price Agreement shall meet the requirements of subsection (3) of this rule, except as provided in this subsection (4). In the event of a planned multiple award of Price Agreements under a procurement, the Solicitation materials and terms and conditions for the Price Agreements shall include assignment procedures for project-specific work orders or task orders that will allow the District to select an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor for a work order or task order from the Consultants who have executed Price Agreements with the State Contracting Agency. If the District decides to use an alternative process adopted by the District for its tier-two selection process, however, the District's alternative process shall be described in the Solicitation materials and terms and conditions supporting the initial award of Price Agreements, in the executed Price Agreements, or in the project-specific assignment procedures for a work order or task order that are provided to the firms who have executed Price Agreements, at the time of selection for the project-specific work order or task order. The District's alternative process may be structured to take into account the unique circumstances of the District and may include provisions to allow the District to perform its tier two responsibilities efficiently and economically, alone or in cooperation with other Local Contracting Agencies, including, but not limited to, the methods specified in PPS 48-0260(3)(b).

(5) All Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services assigned under a Price Agreement require a written work order or task order issued by the District. Any work orders or task orders assigned under a Price Agreement shall include, at a minimum, the following:

(a) The specific scope of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services to be provided by the Consultant;

(b) The Consultant's performance obligations and performance schedule;

(c) The payment methodology, Consultant's rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services required under the work order or task order that is fair and reasonable to the District, as determined solely by the District, taking into account the value, scope, complexity, and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services;

(d) Language that incorporates all applicable terms and conditions of the Price Agreement into the work order or task order; and

(e) Any other provisions the District believes to be in the District's best interest.

PPS 48-0280 FSCP

The Superintendent may establish an FSCP for a particular class of Architectural, Engineering, Land Surveying or Related services where the need for such services is ongoing in nature, where it is difficult to anticipate the service need, time, amount, or availability of Contractors, or where service needs arise so quickly it is not practical or cost-effective to conduct individual solicitations under these rules. An FSCP shall comply with the following requirements:

(1) Solicitation to Create an FSCP. An FSCP can be established pursuant to an RFQ, an RFP, competitive quotes, or such other method of competitive procurement as the Superintendent deems to be appropriate given the services to be procured.

(a) The Superintendent shall document the reasons for establishing an FSCP consistent with this rule in the Solicitation file. This documentation shall be reviewed and approved by the Director of procurement as demonstrating that the procurement qualifies for use of an FSCP under these rules.

(b) The solicitation shall describe the class of Contracts that can be awarded to Contractors in the FSCP. The District may not award Contracts outside of the designated class of Contracts to the FSCP.

(c) The solicitation shall set forth the number of Contractors that will be appointed to the FSCP, the selection criteria, and the methodology for ranking the requests and selecting the Contractors to be appointed to the pool.

(d) The solicitation may request a binding Price quote or rate that will become part of a subsequent Contract or may establish the pool based on qualifications alone.

(e) The solicitation may set or limit the value of the work to be performed by the FSCP.

(2) Contracting for Work From an FSCP.

(a) Once an FSCP has been established, the Superintendent may negotiate Contracts directly with Contractors in the pool to perform individual projects within the established scope of the work. Upon creation of the FSCP, the Superintendent will generate a random list of names of the Contractors appointed to the FSCP. Contracts for individual projects will be offered, negotiated, and awarded sequentially to Contractors on the FSCP list. Once the Superintendent has Offered Work to all the Contractors in the FSCP (whether or not some or all of the Contractors have accepted the Offer), a new random FSCP list will be generated. The Superintendent may Offer Work out of sequence in the following circumstances:

(A) The Contractor that is next on the list declines or is unavailable during the time period needed.

(B) Contract negotiations with the next-listed Contractor are not successful.

(C) The project is for Work that is a continuation of, addition to, or is connected with Work previously performed by a Contractor on the list, and such prior experience means that it is in the best interest of the District to award the Contract to the Contractor that performed the prior Work.

(D) The nature of the project is such that the Superintendent determines that an additional analysis of Contractor capability is required. In order to make this determination, the Superintendent shall conduct an informal procurement pursuant to PPS 46-0510 limited to Contractors in the FSCP.

If a Contractor is selected outside of the sequence, the reason shall be documented in writing in the Solicitation file.

(b) An FSCP established under this section will expire after three years from the date of Closing of the Solicitation, unless reestablished as provided in this rule.

(c) Appointment to an FSCP does not guarantee that a Contractor will receive a particular amount of work or any Work at all.

(d) The establishment of an FSCP does not preclude the Superintendent from procuring Work that would otherwise fall within the FSCP class of work from other Contractors through any other procurement method authorized under these rules.

(e) At any time during the term of an FSCP, the Superintendent may request confirmation from a Contractor or Contractors in the pool that the Contractor continues to maintain the skills, personnel, or other capability needed to perform the class of work.

POST-SELECTION CONSIDERATIONS

PPS 48-0300 Prohibited Payment Methodology; Purchase Restrictions

(1) Except as otherwise allowed by law, a Contracting Agency shall not enter into any Contract which includes compensation provisions that expressly provide for payment of:

(a) Consultant's costs under the Contract plus a percentage of those costs; or

(b) A percentage of the project construction costs or total project costs.

(2) Except as otherwise allowed by law, the District shall not enter into any Contract in which:

(a) The compensation paid under the Contract is solely based on or limited to the Consultant's hourly rates for the Consultant's personnel working on the project, and reimbursable expenses incurred during the performance of work on the project (sometimes referred to as a "time and materials" Contract); and

(b) The Contract does not include a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services required under the Contract.

(3) Except in cases of Emergency or in the particular instances noted in the subsections below, the District shall not purchase any building materials, supplies, or equipment for any building, structure, or facility constructed by or for the District from any Consultant under a Contract with the District to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services

or Related services for the building, structure, or facility. This prohibition does not apply if either of the following circumstances exists:

(a) Consultant is providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services under a Contract with the District to perform Design-Build services or Energy Savings Performance Contract services (see PPS 49-0670 and 49-0680); or

(b) That portion of the Contract relating to the acquisition of building materials, supplies, or equipment was awarded to Consultant pursuant to applicable law governing the award of such a Contract.

PPS 48-0310 Expired or Terminated Contracts; Reinstatement

(1) If the District enters into a Contract for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services and that Contract subsequently expires or is terminated, the District may proceed as follows, subject to the requirements of section (2) of this rule:

(a) Expired Contracts. If the Contract has expired as the result of project delay caused by the District or caused by any other occurrence outside the reasonable control of the District or the Consultant, and if no more than one year has passed since the Contract expiration date, the District may amend the Contract to extend the Contract expiration date, revise the description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services required under the Contract to reflect any material alteration of the project made as a result of the delay, and revise the applicable performance schedule. Beginning on the effective date of the amendment, the District and the Consultant shall continue performance under the Contract as amended; or

(b) Terminated Contracts. If the District or both parties to the Contract have terminated the Contract for any reason and if no more than one year has passed since the Contract termination date, then the District may enter into a new Contract with the same Consultant to perform the remaining Architectural, Engineering and Land Surveying services or Related services not completed under the original Contract, or to perform any remaining Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services not completed under the Contract as adjusted to reflect a material alteration of the project.

(2) The District may proceed under either subsection (1)(a) or subsection (1)(b) of this rule only after making written findings that amending the existing Contract or entering into a new Contract with the Consultant will:

(a) Promote efficient use of public funds and resources and result in substantial cost savings to the District;

(b) Protect the integrity of the Public Contracting process and the competitive nature of the procurement process by not encouraging favoritism or substantially diminishing competition in the award of Contracts; and

(c) Result in a Contract that is still within the scope of the final form of the original procurement document.

PPS 48-0320 Contract Amendments

(1) The District may amend any Contract if the District, in its sole discretion, determines that the amendment is within the scope of the Solicitation Document and that the amendment would not materially impact the field of competition for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services or Related services described in the final form of the

original procurement document. In making this determination, the District shall consider potential alternative methods of procuring the services contemplated under the proposed amendment. An amendment would not materially impact the field of competition for the services described in the Solicitation Document if the District reasonably believes that the number of Proposers would not significantly increase if the procurement document were re-issued to include the additional services.

(2) The District may amend any Contract if the additional services are required by reason of existing or new laws, rules, regulations, or ordinances of federal, state, or local agencies which affect performance of the Original Contract.

(3) All amendments to Contracts shall be in writing, shall be signed by an authorized representative of the Consultant and the District, and shall receive all required approvals before the amendments will be binding on the District.

(4) Amendments That Would Cause a Contract to Exceed the Superintendent's Authority. An amendment to a contract approved by the Superintendent that would cause the total Contract Price to exceed the Superintendent's delegated authority to approve contracts under PPS 45-0200 shall be approved by the School Board except as provided in PPS 45-0200.

~~**(5) Reporting Requirement for Amendments/Change Orders That Exceed 125 Percent of Original Contract Price**.~~

(a) ~~A Contract Amendment or Change Order or cumulative Contract Amendments or Change Orders that increase the total Contract Price to greater than 125 percent of the original Contract Price shall be reported to the School Board, except in any of the following circumstances:~~

~~**(A)** The Original Contract Price does not exceed $500,000.~~

~~**(B)** The Superintendent determines that the Amendment, additional scope, or alternative work was contemplated in the original procurement and provided for in the original Contract, and the School Board previously approved the entire scope and/or maximum renewal terms. (Examples include a solicitation and contract that provides for renewal or extension for subsequent terms or a contract that specifically allows for alternates or additional work.)~~

(b) ~~Contracts subject to the reporting requirement under this Rule shall be reported to the School Board a second time if subsequent Amendments or Change Orders increase the total Contract Price to greater than 150 percent of the original Contract Price.~~

(c) ~~Contracts subject to the reporting requirement under this Rule shall be reported to the Board at the next regular business meeting of the Board following approval of the amendment or change triggering the reporting requirement. The report shall include an explanation of the basis for the amendment or change order.~~

END OF DIVISION 48

PPS DIVISION 49

DISTRICT PUBLIC CONTRACTING RULES FOR CONTRACTS FOR PUBLIC IMPROVEMENTS AND/OR PUBLIC WORKS

PPS 49-0100 Application

(1) These division 49 rules apply to Public Improvement Contracts as well as Public Contracts for ordinary construction services that are not Public Improvements. The rules that apply specifically to Public Improvement Contracts are so identified. These division 49 rules apply to Contracts for Construction Manager/General Contractor services, whether the initial Contract between the parties includes both pre-construction services and construction services, or only contains pre-construction services, since the underlying procurement for Construction Manager/General Contractor services authorizes the District to enter into Contracts for both pre-construction and construction services.

(2) These division 49 rules address matters covered in ORS Chapter 279C (with the exception of Architectural, Engineering, Land Surveying and Related services, all of which are addressed in division 48 of the rules).

PPS 49-0110 Policies

In addition to the general Code policies set forth in ORS 279A.015, the 279C.300 policy on competition and the 279C.305 policy on least-cost for Public Improvements apply to these division 49 rules.

PPS 49-0120 Definitions

(3) **Conduct Disqualification** means a Disqualification under ORS 279C.440 in accordance with PPS 49-0370.

(4) **Disqualification** means the preclusion of a Person from contracting with the District for a period of time in accordance with PPS 49-0370.

(5) **Foreign Contractor** means a Contractor that is not domiciled in or registered to do business in the State of Oregon. See PPS 49-0490.

(6) **Notice** means any of the alternative forms of Public announcement of procurements, as described in PPS 49-0210.

(7) **Work** means the furnishing of all services, materials, equipment, labor and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out and completion of all duties and obligations imposed by the Contract.

PPS 49-0130 Competitive Bidding Requirement

The District shall solicit Bids for Public Improvement Contracts by Invitation to Bid ("ITB"), except as otherwise allowed or required pursuant to ORS 279C.335 on competitive bidding exceptions and exemptions, ORS 279A.030 on federal law overrides, or ORS 279A.100 on affirmative action. Also see PPS 49-0600 through 49-0690 regarding the use of Alternative Contracting Methods, use of Alternative Contracting Methods for projects which are excepted or exempt from the competitive bidding process, use of Alternative Contracting Methods within the competitive bidding process and the process for obtaining an exemption from competitive bidding requirements.

PPS 49-0140 Contracts for Construction Other Than Public Improvements

(1) **Procurement Under ORS Chapter 279B**. Pursuant to ORS 279C.320, Public Contracts for construction services that are not Public Improvement Contracts may be procured and amended as general trade services under the provisions of ORS 279B rather than under the provisions of ORS 279C and these division 49 rules.

(2) Emergency Construction Contracts. Emergency Contracts for construction services are not Public Improvement Contracts and are regulated under ORS 279B.080. See PPS 49-0150.

(3) Application of ORS Chapter 279C. Non-procurement provisions of ORS Chapter 279C and these division 49 rules may still be applicable to the resulting Contracts. See, for example, particular statutes on Disqualification (279C.440, 445, 450); Legal Actions (279C.460 and 465); Required Contract Conditions 279C.505, 515, 520, and 530); Hours of Labor (279C.540 and 545); Retainage (279C.550, 560, 565 and 570); Subcontracts (279C.580); Action on Payment Bonds (279C.600, 605, 610, 615, 620, 625); Termination (ORS 279C.650, 655, 660, 670); and all of the Prevailing Wage Rates requirements (279C.800 through .870) for Public Works Contracts.

PPS 49-0146 Class Exemptions; Public Improvement Contracts

The Local Contract Review Board declares the following Contracts listed in this section as classes of Public Improvement Contracts exempt from competitive bidding.

(1) Donated Public Improvements. The Superintendent may authorize a Person to construct a Public Improvement without competitive Bidding or other competitive process and regardless of dollar amount, if:

- **(a)** The Person has agreed to donate all or a significant portion of the materials or services necessary to construct the Public Improvement or perform the service; and
- **(b)** The Person enters into a license or agreement with the District whereby the Person agrees to comply with the Public Contract requirements applicable to the particular project and any requirements that the District deems necessary or beneficial to protect the District.

(2) Benson House Program Contracts. The Superintendent may directly negotiate a Public Improvement Contract without complying with the competitive procurement requirements of these rules where the Contract is for the purpose of supporting the Benson Polytechnic High School Building Construction Class, and all or a portion of the Contract Price is discounted or donated to the District.

(3) Purchases Under Contracts Solicited by Nonprofit Procurement Organizations of Which the District Is a Member. The Superintendent may purchase Public Improvements under a Contract or procurement solicited by a Nonprofit Procurement Organization of which it is a member. For the purposes of this Special procurement, such a Nonprofit Procurement Organization will be considered a "Contracting Purchasing Group" under PPS 46-0400 through 46-0480, and a procurement shall comply with the requirements for Joint Cooperative Procurements pursuant to PPS 46-0420.

(4) FSCP. The Superintendent may establish an FSCP for a particular class of Public Improvements where the need for such Work is ongoing in nature, where it is difficult to anticipate the service need, time, amount, or availability of Contractors, or where service needs arise so quickly that it is not practical or cost-effective to conduct individual solicitations under these rules. An FSCP shall comply with the following requirements:

- **(a)** Solicitation to Create an FSCP. An FSCP for Public Improvements shall be solicited based on the total cost of the work estimated to be awarded through the FSCP during its life. If the total amount of the work is estimated to be over $100,000, the Superintendent shall use a formal RFQ process pursuant to PPS 49-0645 or an RFP process pursuant to PPS 49-0650. If the total amount of the work is $100,000 or less, the FSCP may be solicited pursuant to the intermediate procurement process set forth in PPS 49-0160.
  - **(A)** The Superintendent shall document the reasons for establishing an FSCP consistent with this rule in the Solicitation file. This documentation shall be reviewed and approved by the Director of procurement as demonstrating that the procurement qualifies for use of an FSCP under these rules.

(B) The solicitation shall describe the class of Contracts that can be awarded to Contractors in the FSCP. The District may not award Contracts outside of the designated class of Contracts to the FSCP.

(C) The solicitation shall set forth the number of Contractors that will be appointed to the FSCP, the selection criteria, and the methodology for ranking the requests and selecting the Contractors to be appointed to the pool.

(D) The solicitation may request a binding Price quote or time and materials rate that will become part of a subsequent Contract or may establish the pool based on qualification alone.

(E) The solicitation may set or limit the value of the work performed by the FSCP.

(b) Contracting for Work from an FSCP. Once an FSCP has been established, the Superintendent may negotiate Contracts directly with Contractors in the pool to perform specific Work within the established scope of the work. Upon creation of the FSCP, the Superintendent will generate a random list of names of the Contractors appointed to the FSCP. Contracts for individual Work will be Offered, negotiated, and awarded sequentially to Contractors on the FSCP list. Once the Superintendent has Offered a Contract to all the Contractors in the FSCP (whether or not some or all of the Contractors have accepted the Offer), a new random FSCP list will be generated. The Superintendent may offer a Contract to Contractors out of sequence in the following circumstances:

(A) The Contractor that is next on the list declines or is unavailable during the time period needed.

(B) Contract negotiations with the next-listed Contractor are not successful.

(C) The project is for a Public Improvement that is a continuation of, an addition to, or connected with a Public Improvement previously constructed by a Contractor on the list, and such prior experience means that it is in the best interest of the District to award the Contract to the Contractor that performed the prior Work or provided the prior goods.

(D) The nature of the project is such that the Superintendent determines that an additional analysis of Contractor capability or capacity is required. In order to make this determination, the Superintendent shall conduct an intermediate procurement pursuant to PPS 49-0160 limited to Contractors in the FSCP.

If a Contractor is selected outside of the sequence, the reason shall be documented in writing in the Solicitation file.

(c) An FSCP established under this section will expire after three years from the date of Closing of the Solicitation, unless reestablished as provided in this rule.

(d) Appointment to an FSCP does not guarantee that a contractor will receive a particular amount of work or orders or any work or orders at all.

(e) The establishment of an FSCP does not preclude the Superintendent from procuring public improvements that would otherwise fall within the FSCP from other contractors through any other procurement method authorized under these rules.

(f) At any time during the term of an FSCP, the Superintendent may request confirmation from a contractor or contractors in the pool that the Contractor continues to maintain the skills, personnel, inventory or other capability needed to perform the class of work or provide the required goods.

(g) If an FSCP for public improvements is reasonably estimated to include projects that will total over $50,000 during the life of the FSCP, public improvement contracts awarded to Contractors

on an FSCP list shall require the payment of prevailing wages pursuant to ORS 279C.800 through 279C.870.

(5) Price Agreements.

(a) Price Agreements may be established for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining District requirements for volume discounts, creating standardization among agencies, and reducing lead time for ordering. The Superintendent may enter into Price Agreements to purchase Public Improvements for an anticipated need at a predetermined price, but the Contract shall be solicited by a competitive procurement process pursuant to the requirements of these rules based on the total Contract Price.

(b) The Superintendent may purchase Public Improvements from a Contractor awarded a Price Agreement without first undertaking additional competitive solicitation up to the amount set forth in the Price Agreement.

(c) The Superintendent may use the Price Agreement entered into by another Oregon Public Agency when the Original Contract was let pursuant to PPS 46-0420.

(d) The term of the Price Agreement, including renewals, may not exceed the term stated in the original solicitation.

(e) If a Price Agreement for Public Improvements will exceed $50,000 over the term of the Agreement, the Contract shall require the payment of prevailing wages pursuant to ORS 279C.800 through 279C.870.

(6) Expedited Contracting Process in Order to Access State, Federal, or Grant Funding. The Superintendent may waive any or all of the Solicitation procedures under this division 49 in the following circumstances:

(a) The state or federal government or granting entity has adopted a funding program or made funding available to assist the District in constructing Public Improvements and has attached a time deadline to have a Contract in place, a project underway, or a project completed in order for the District to access or be eligible for those funds. Such programs include, without limitation, the American Recovery and Reinvestment Act of 2009 ("ARRA") and similar programs.

(b) The Superintendent determines that compliance with the Solicitation procedures in this division 49 could jeopardize the District's ability to access or be eligible for such funding under the timeline established by the state or federal government or granting entity.

(c) The Superintendent provides for an alternative contracting process.

(d) The reasons for and extent of the waiver are documented in the Solicitation file.

(e) Notwithstanding PPS 45-0200, the School Board hereby authorizes the Superintendent to enter into and approve payment on Contracts subject to this exemption in any dollar amount, but will report the nature and amount of the Contract to the School Board if the Contract is over the Superintendent's delegated authority as set forth in PPS 45-0200(4)(b)(A).

PPS 49-0150 Emergency Contracts; Bidding and Bonding Exemptions

(1) Emergency Declaration. The Superintendent may declare that Emergency circumstances exist that require prompt execution of a Public Contract for Emergency construction or repair Work. The declaration shall be by a written declaration that describes the circumstances creating the Emergency and the anticipated harm from failure to enter into an Emergency Contract. The Emergency declaration shall be kept on file as a public record.

(2) Competition for Emergency Contracts. Pursuant to ORS 279C.320(1), Emergency Contracts are regulated under ORS 279B.080, which provides that, for an Emergency Procurement of construction services, the District shall ensure competition that is reasonable and appropriate under the Emergency circumstances, and may include written requests for Offers, oral requests for Offers, or direct appointments without competition in cases of extreme necessity, in whatever solicitation time periods the Superintendent considers reasonable in responding to the Emergency.

(3) Emergency Contract Scope. Although no dollar limitation applies to Emergency Contracts, the scope of the Contract shall be limited to Work that is necessary and appropriate to remedy the conditions creating the Emergency as described in the declaration.

(4) Emergency Contract Modification. Emergency Contracts may be modified by change order or amendment to address the conditions described in the original declaration or an amended declaration that further describes additional Work necessary and appropriate for related Emergency circumstances. Emergency contract modifications are not subject to the requirements or limitations of PPS 47-0800 or PPS 49-0910.

(5) Excusing Bonds. Pursuant to ORS 279C.380(4) and this rule, the Emergency declaration may also state that the District waives the requirement of furnishing a performance bond and payment bond for the Emergency Contract. After making such an Emergency declaration, those bonding requirements are excused for the procurement, but this Emergency declaration does not affect the separate Public Works bond requirement for the benefit of BOLI in enforcing prevailing wage rate and overtime payment requirements. See PPS 49-0815 and BOLI rules at OAR 839-025-0015.

PPS 49-155 Small Procurements. A public improvement contract with a value less than $25,000 may be solicited by any method that the Superintendent deems in the best interests of the District, including direct negotiation.

PPS 49-0160 Intermediate Procurements; Competitive Quotes and Amendments

(1) General. Public Improvement Contracts estimated by the District not to exceed $100,000 may be awarded in accordance with intermediate level procurement procedures for competitive quotes established by this rule.

(2) Selection Criteria. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, project understanding, contractor capacity, responsibility, and similar factors.

(3) Request for Quotes. The District shall utilize written requests for quotes whenever reasonably practicable. Written requests for quotes shall include the selection criteria to be utilized in selecting a Contractor and, if the criteria are not of equal value, their relative value or ranking. When requesting quotations orally, prior to requesting the price quote the District shall state any additional selection criteria and, if the criteria are not of equal value, their relative value. For Public Works Contracts, oral quotations may be utilized only in the event that written copies the prevailing wage rates are not required by BOLI (e.g., if the total project cost is $50,000 or less or is not otherwise subject to payment of prevailing wages).

(4) Number of Quotes; Record Required. The District shall seek at least three competitive quotes and keep a written record of the sources and amounts of the quotes received. If three quotes are not reasonably available, the District shall make a written record of the effort made to obtain those quotes.

(5) Award. If awarded, the District shall award the Contract to the prospective Contractor whose quote will best serve the interests of the District, taking into account the announced selection criteria. If award is not made to the Offeror offering the lowest price, the District shall make a written record of the basis for award.

(6) Amendments. Amendments of Intermediate-level Public Improvement Contracts that exceed the thresholds stated in section (1) of this rule are specifically authorized by the Code when made in accordance with PPS 49-0910. Accordingly, such amendments are not considered new procurements and do not require an exemption from competitive bidding.

FORMAL PROCUREMENT RULES

PPS 49-0200 Solicitation Documents; Required Provisions; Assignment or Transfer

(1) Solicitation Document. Pursuant to ORS 279C.365 and this rule, the Solicitation Document shall include the following:

(a) General Information.

(A) Identification of the Public Improvement project, including the character of the work, and applicable plans, specifications, and other Contract documents;

(B) Notice of any pre-Offer conference as follows:

(i) The time, date, and location of any pre-Offer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) That statements made by the District's representatives at the conference are not binding on the District unless confirmed by written Addendum.

(C) The deadline for submitting mandatory prequalification applications and the class or classes of work for which Offerors shall be prequalified if prequalification is a requirement;

(D) The name and title of the District official designated for receipt of Offers and contact Person (if different);

(E) Instructions and information concerning the form and submission of Offers, including the address of the office to which Offers shall be delivered, any bid or proposal security requirements, and any other required information or special information, e.g., whether Offers may be submitted by facsimile or electronic means (See PPS 49-0300 regarding facsimile Bids or Proposals and PPS 49-0310 regarding electronic procurement);

(F) The time, date, and place of Opening;

(G) The time and date of Closing after which the District shall not accept Offers, which time shall be not less than five days after the date of the last publication of the advertisement. Although a minimum of five days is prescribed, the District is encouraged to use at least a 14-day solicitation period when feasible. If the District is issuing an ITB that may result in a Public Improvement Contract with a value in excess of $100,000, the District shall designate a time of Closing consistent with the first-tier subcontractor disclosure requirements of ORS 279C.370(1)(b) and PPS 49-0360. For timing issues relating to Addenda, see PPS 49-0250;

(H) The office where the specifications for the work may be reviewed;

(I) A statement that each bidder to an ITB shall identify whether the bidder is a "resident bidder," as defined in ORS 279A.120;

(J) If the Contract resulting from a solicitation will be a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 to 3148), a statement that no Offer will be received or considered by the District unless the Offer contains a statement by the Offeror as a part of its Offer that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840, or 40 U.S.C. 3141 to 3148";

(K) A statement that the District shall not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board or is licensed by the State Landscape Contractors Board as specified in PPS 49-0230;

(L) Whether a Contractor or a subcontractor under the Contract shall be licensed under ORS 468A.720 regarding asbestos abatement projects;

(M) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4) (see PPS 49-0440(3));

(N) How the District shall notify Offerors of Addenda and how the District shall make Addenda available (see PPS 49-0250); and

(O) When applicable, instructions and forms regarding First-Tier Subcontractor Disclosure requirements, as set forth in PPS 49-0360.

(b) Evaluation Process.

(A) A statement that the District may reject any Offer not in compliance with all prescribed Public Contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for Good Cause all Offers after finding that doing so is in the public interest.

(B) The anticipated solicitation schedule, deadlines, protest process, and evaluation process, if any;

(C) Evaluation criteria, including the relative value applicable to each criterion, that the District shall use to determine the Responsible bidder with the lowest Responsive Bid (where award is based solely on price) or the Responsible Proposer or Proposers with the best Responsive proposal or Proposals (where use of competitive Proposals is authorized under ORS 279C.335 and PPS 49-0620), along with the process the District shall use to determine acceptability of the work;

(D) If the Solicitation Document is an Invitation to Bid, the District shall set forth any special price evaluation factors in the Solicitation Document. Examples of such factors include, but are not limited to, conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, and ownership or life cycle Cost formulas. Price evaluation factors need not be precise predictors of actual future costs; but to the extent possible, such evaluation factors shall be objective, reasonable estimates based on information the District has available concerning future use; and

(E) If the Solicitation Document is a Request for proposal, the District shall refer to the additional requirements of PPS 49-0650; and

(c) Contract Provisions. The District shall include all Contract terms and conditions, including warranties, insurance, and bonding requirements, that the District considers appropriate for the Public Improvement project. The District shall also include all applicable Contract provisions required by Oregon law as follows:

(A) Prompt payment to all Persons supplying labor or material, contributions to Industrial Accident Fund, and liens and withholding taxes (ORS 279C.505(1));

(B) Demonstrate that an employee drug testing program is in place (ORS 279C.505(2));

(C) If the Contract calls for demolition Work described in ORS 279C.510(1), a condition requiring the Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective;

(D) If the Contract calls for lawn or landscape maintenance, a condition requiring the Contractor to compost or mulch yard waste material at an approved site, if feasible and cost-effective (ORS 279C.510(2);

(E) Payment of claims by public officers (ORS 279C.515(1));

(F) Contractor and first-tier subcontractor liability for late payment on Public Improvement Contracts pursuant to ORS 279C.515(2), including the rate of interest;

(G) Person's right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract (ORS 279C.515(3));

(H) Hours of labor in compliance with ORS 279C.520;

(I) Environmental and natural resources regulations (ORS 279C.525);

(J) Payment for medical care and attention to employees (ORS 279C.530(1);

(K) A Contract provision substantially as follows: "All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements." (ORS 279C.530(2));

(L) Maximum hours, holidays, and overtime (ORS 279C.540);

(M) Time limitation on claims for overtime (ORS 279C.545);

(N) Prevailing wage rates (ORS 279C.800 through 279C.870);

(O) BOLI Public Works bond (ORS 279C.830(2)

(P) Retainage (ORS 279C.550 through 279C.570);

(Q) Prompt payment policy, progress payments, rate of interest (ORS 279C.570);

(R) Contractor's relations with subcontractors (ORS 279C.580);

(S) Notice of claim (ORS 279C.605);

(T) Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385; and

(U) Contractor's certification that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 through 701.055 before the subcontractors commence Work under the Contract.

(2) Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of or transfer rights, or delegate duties under the Contract, either in whole or in part, without the District's prior written consent. Unless otherwise agreed by the District in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in writing to an assignment, sale, disposal, or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer, or delegation had occurred unless the District otherwise agrees in writing.

PPS 49-0210 Notice and Advertising Requirements; Posting

(1) Notice and Distribution Fee. The District shall furnish notice as set forth below in subsections (a) through(c) to a number of Persons sufficient for the purpose of fostering and promoting competition. The notice shall indicate where, when, how, and for how long the Solicitation Document may be obtained and generally describe the Public Improvement project or Work. The notice may contain any other appropriate information. The District may charge a fee or require a deposit for the Solicitation Document. The District may furnish notice using any method determined to foster and promote competition, including:

(a) Mailing notice of the availability of Solicitation Documents to Persons that have expressed an interest in the District's procurements;

(b) Placing notice on the District's electronic procurement System; or

(c) Placing notice on the District's Internet Web site.

(2) Advertising. Pursuant to ORS 279C.360 and this rule, the District shall advertise every solicitation for competitive Bids or competitive Proposals for a Public Improvement Contract, unless the Contract Review Board has exempted the Solicitation from the advertisement requirement as part of a competitive bidding exemption under ORS 279C.335.

(a) Unless the District publishes by Electronic Advertisement as permitted under subsection 2(b) of this rule, the District shall publish the advertisement for Offers at least once in at least one newspaper of general circulation in the area where the Contract is to be performed and in as many additional issues and publications as the District may determine to be necessary or desirable to foster and promote competition.

(b) The District may publish by Electronic Advertisement if the Contract Review Board determines that Electronic Advertisement is likely to be cost effective.

(c) In addition to the District's publication required under subsections 2(a) or 2 (b), the District shall also publish an advertisement for Offers in at least one trade newspaper of general statewide circulation if the Contract is for a Public Improvement with an estimated cost in excess of $125,000.

(d) All advertisements for Offers shall set forth:

(A) The Public Improvement project;

(B) The office where Contract terms, conditions, and specifications may be reviewed;

(C) The date that Persons shall file applications for prequalification under ORS 279C.340, if prequalification is a requirement, and the class or classes of work for which Persons shall be prequalified;

(D) The scheduled Closing, which shall not be less than five days after the date of the last publication of the advertisement;

(E) The name, title, and address of the District official authorized to receive Offers;

(F) The scheduled Opening; and

(G) If applicable, that the Contract is for a Public Work subject to ORS 279C.800 to ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 to 3148).

PPS 49-0220 Prequalification of Offerors

(1) Prequalification. Pursuant to ORS 279C.430 and this rule, two types of prequalification are authorized:

(a) Mandatory Prequalification. The District may require mandatory prequalification of Offerors. The District shall indicate in the Solicitation Document if it will require mandatory

prequalification. Mandatory prequalification is when the District conditions a Person's submission of an Offer on the Person's prequalification. The District shall not consider an Offer from a Person that is not prequalified if the District required prequalification.

(b) Permissive Prequalification. The District may prequalify a Person for the District's solicitation list, but in permissive prequalification the District shall not limit distribution of a solicitation to that list.

(c) Prequalification Procedure. When prequalification is required or allowed, a Person shall submit a prequalification application to the District on the form prescribed by the District. The District shall determine if the applicant is qualified within 30 days of the date of application, or sooner if practicable and so requested by the applicant to enable the applicant to participate in Bidding on an advertised Contract. If the District finds that the applicant is qualified, the District shall provide notice to the applicant of the nature and type of Contracts the applicant is qualified to bid on and the period of time for which the qualification is valid.

(2) Prequalification Presumed. If an Offeror is currently prequalified by either the Oregon Department of Transportation or the Oregon Department of Administrative services to perform Contracts, the Offeror shall be rebuttably presumed qualified to perform similar Work for the District.

(3) Standards for Prequalification. A Person may prequalify by demonstrating to the District's satisfaction:

(a) The Person's financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain such resources and expertise, indicate that the Person is capable of meeting all contractual responsibilities;

(b) The Person's record of performance;

(c) The Person's record of integrity;

(d) The Person is qualified to contract with the District. (See PPS 49-0390(2) regarding standards of responsibility.)

(4) Notice of Denial. If a Person fails to prequalify for a mandatory prequalification, the District shall notify the Person, specify the reasons under section (3) of this rule and inform the Person of the Person's right to a hearing under ORS 279C.445 and 279C.450 as provided in section (6) of this rule.

(5) Revocation of Prequalification. If the District has reasonable cause to believe that there has been a substantial change in the conditions of a prequalified Person and that the Person is no longer qualified or is less qualified, the District may revoke or revise and reissue the prequalification after reasonable notice to the prequalified Person. The notice shall specify the reasons under section (3) of this rule and inform the Person of the Person's right to a hearing under ORS 279C.445 and 279C.450 as provided in section (6) of this rule.

(6) Appeal of Denial or Revocation of, or Revision to Prequalification.

(a) Any Person who wishes to appeal the District decision under Sections (4) or (5) of this rule shall, within three business days after receipt of the notice of disqualification, file written notice with the District that Person appeals the decision. The District shall notify the Contract Review Board and schedule the appeal hearing before the Contract Review Board.

(b) Immediately upon receipt of the prospective bidder's or Proposer's notice of appeal, the District shall notify the local Contract Review Board.

(c) Upon the receipt of notice from the District under section (2) of this rule, the Contract Review Board shall promptly notify the Person appealing and the District of the time and place of the hearing. The Contract Review Board shall conduct the hearing and decide the appeal within

30 days after receiving the notice from the District. The Contract Review Board shall set forth in writing the reasons for the hearing decision.

(d) At the hearing the Contract Review Board shall consider de novo the notice of denial, revocation or revision of a prequalification, the standards listed in section (3) of this rule on which the District based the decision, and any evidence provided by the parties. Hearings before a Contract Review Board shall be conducted under rules of procedure adopted by the Contract Review Board.

(e) The Contract Review Board may allocate the Contract Review Board's costs for the hearing between the Person appealing and the District. The allocation shall be based on facts found by the Contract Review Board and stated in the final order that, in the Contract Review Board's opinion, warrant such allocation of costs. If the final order does not allocate the costs for the hearing, the costs shall be paid as follows:

(A) If the decision to deny, revoke, or revise a prequalification of a Person as a bidder is upheld, the cost shall be paid by the Person appealing the decision.

(B) If the decision to deny, revoke, or revise a prequalification of a Person as a bidder is reversed, the costs shall be paid by the District.

(f) Judicial review of any decision by the Contract Review Board shall be as set forth in ORS 279C.450.

PPS 49-0230 Eligibility to Bid or Propose; Registration or License

(1) Construction Contracts. The District shall not consider a Person's Offer to do Work as a Contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractors Board at the time the Offer is made.

(2) Landscape Contracts. The District shall not consider a Person's Offer to do Work as a landscape contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape contractor's license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the offer is made.

(3) Non-Complying Entities. The District shall deem an Offer received from a Person that fails to comply with this rule Non-Responsive and shall reject the Offer as stated in ORS 279C.365(1)(k), unless contrary to federal law or subject to different timing requirements set by federal funding or the District.

PPS 49-0240 Pre-Offer Conferences

(1) Purpose. The District may hold pre-Offer conferences with prospective Offerors prior to Closing to explain the procurement requirements, obtain information, or conduct site inspections.

(2) Required Attendance. The District may require attendance at the pre-Offer conference as a condition for making an Offer. Unless otherwise specified in the Solicitation Document, a mandatory attendance requirement is considered to have been met if, at any time during the mandatory meeting, a representative of the Offering firm is present.

(3) Scheduled Time. If the District holds a pre-Offer conference, it shall be held within a reasonable time after the Solicitation Document has been issued, but sufficiently before the Closing to allow Offerors to consider information provided at that conference.

(4) Statements Not Binding. Statements made by the District's representative at the pre-Offer conference do not change the Solicitation Document unless the District confirms such statements with a written Addendum to the Solicitation Document.

(5) District Announcement. The District shall set forth notice of any pre-Offer conference in the Solicitation Document in accordance with PPS 49-0200(1)(a)(B).

PPS 49-0250 Addenda to Solicitation Documents

(1) Issuance; Receipt. The District may change a Solicitation Document only by written Addenda. An Offeror shall provide written acknowledgement of receipt of all issued Addenda with its Offer, unless the District otherwise specifies in the Addenda or in the Solicitation Document.

(2) Notice and Distribution. The District shall notify prospective Offerors of Addenda consistent with the standards of notice set forth in PPS 49-0210(1). The Solicitation Document shall specify how the District shall provide notice of Addenda and how the District shall make the Addenda available (see PPS 49-0200(1)(a)(N). For example, "The District shall not mail notice of Addenda, but will publish notice of any Addenda on the District's Web site. Addenda may be downloaded off the District's Web site. Offerors should frequently check the District's Web site until Closing, i.e., at least once weekly until the week of Closing, and at least once daily during the week of the Closing."

(3) Timelines; Extensions. The District shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The District may extend the Closing if the District determines that prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by public interest, the District shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

(4) Request for Change or Protest. Unless a different deadline is set forth in the Addendum, an Offeror may submit a written request for change or protest to the Addendum, as provided in PPS 49-0260, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under PPS 49-0260, whichever date is later. The District shall consider only an Offeror's request for change or protest to the Addendum; the District shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Offeror submits the request for change or protest before the deadline for the District's receipt of request for change or protests as set forth in PPS 49-0260(2) and (3).

PPS 49-0260 Request for Clarification or Change; Solicitation Protests

(1) Clarification. Prior to the deadline for submitting a written request for change or protest, an Offeror may request that the District clarify any provision of the Solicitation Document. The District's clarification to an Offeror, whether orally or in writing, does not change the Solicitation Document and is not binding on the District unless the District amends the Solicitation Document by Addendum.

(2) Request for Change.

- **(a)** Delivery. An Offeror may request in writing a change to the specifications or Contract terms and conditions. Unless otherwise specified in the Solicitation Document, an Offeror shall deliver the written request for change to the District not less than ten (10) days prior to Closing;
- **(b)** Content of Request for Change.
  - **(A)** An Offeror's written request for change shall include a statement of the requested change(s) to the Contract terms and conditions, including any specifications, together with the reason for the requested change.
  - **(B)** An Offeror shall mark its request for change as follows:
    - **(i)** "Contract Provision Request for change"; and
    - **(ii)** Solicitation Document number (or other identification as specified in the Solicitation Document).

(3) Protest.

(a) Delivery. An Offeror may protest specifications or Contract terms and conditions. Unless otherwise specified in the Solicitation Document, an Offeror shall deliver a written protest on those matters to the District not less than ten (10) days prior to Closing.

(b) Content of Protest.

(A) An Offeror's written protest shall include:

(i) A detailed statement of the legal and factual grounds for the protest;

(ii) A description of the resulting prejudice to the Offeror; and

(iii) A statement of the desired changes to the Contract terms and conditions, including any specifications.

(B) An Offeror shall mark its protest as follows:

(i) "Contract Provision Protest"; and

(ii) Solicitation Document number (or other identification as specified in the Solicitation Document).

(4) The Response. The District is not required to consider an Offeror's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the applicable Person if it entirely rejects a protest. If the District agrees with the Person's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination under PPS 49-0260 or cancel the Solicitation under PPS 49-0270.

(5) Extension of Closing. If the District receives a written request for change or protest from an Offeror in accordance with this rule, the District may extend Closing if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation Document.

(6) Failure to Protest or Request a Change Precludes Protest of Award on Such Issue. An Offeror cannot protest an award based on any issue that could have, but was not, raised as a Request for Change or Protest of solicitation.

PPS 49-0270 Cancellation of Solicitation Document

(1) Cancellation in the Public Interest. The District may cancel a solicitation for Good Cause if the District finds that cancellation is in the public interest. The District's reasons for cancellation shall be made part of the Solicitation file.

(2) Notice of Cancellation. If the District cancels a solicitation prior to Opening, the District shall provide notice of cancellation in accordance with PPS 49-0210(1). Such notice of cancellation shall:

(a) Identify the Solicitation;

(b) Briefly explain the reason for cancellation; and

(c) If appropriate, explain that an opportunity will be given to compete on any resolicitation.

(3) Disposition of Offers.

(a) Prior to Offer Opening. If the District cancels a solicitation prior to Offer Opening, the District shall return all Offers it received to Offerors unopened, provided the Offeror submitted its Offer in a hard copy format with a clearly visible return address. If there is no return address on the envelope, the District shall open the Offer to determine the source and then return it to the Offeror.

(b) After Offer Opening. If the District rejects all Offers, the District shall retain all such Offers as part of the District's Solicitation file.

PPS 49-0280 Offer Submissions

(1) Offer and Acceptance. The bid or proposal is the bidder's or Proposer's Offer to enter into a Contract.

(a) In competitive bidding and competitive Proposals, the Offer is always a "Firm Offer," i.e., the Offer shall be held open by the Offeror for the District's acceptance for the period specified in PPS 49-0410. The District may elect to accept the Offer at any time during the specified period, and the District's award of the Contract to a bidder constitutes acceptance of the Offer and binds the Offeror to the Contract.

(b) Notwithstanding the fact that a competitive proposal is a Firm Offer for the period specified in PPS 49-0410, the District may elect to discuss or negotiate certain Contractual provisions, as identified in these rules or in the Solicitation Document, with the Proposer. See PPS 49-0650 on Requests for Proposals and PPS 49-0290 on bid or proposal Security. Where negotiation is permitted by the rules or the Solicitation Document, Proposers are bound to an obligation to negotiate in good faith and only on those terms that the rules or the Solicitation Document has reserved for negotiation. In competitive Proposals, the Solicitation Document shall describe whether Offers are to be made and considered as "Firm Offers" that may be accepted without negotiation, as in the case of competitive Bidding, or whether Offers are subject to discussion, negotiation, or otherwise are not to be considered as final Offers. See PPS 49-0650 on Requests for Proposals and PPS 49-0290 on bid or proposal Security.

(2) Responsive Offer. The District may award a Contract only to a Responsible Offeror with a Responsive Offer.

(3) Contingent Offers. Except to the extent that an Offeror is authorized to propose certain terms and conditions pursuant to PPS 49-0650, an Offeror shall not make an Offer contingent upon the District's acceptance of any terms or conditions (including specifications) other than those contained in the Solicitation Document.

(4) Offeror's Acknowledgement. By signing and returning the Offer, the Offeror acknowledges that it has read and understands the terms and conditions contained in the Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Solicitation Document. If the Request for proposal permits proposal of alternative terms under PPS 49-0650, the Offeror's Offer includes the nonnegotiable terms and conditions and any proposed terms and conditions offered for negotiation upon and to the extent accepted by the District in writing.

(5) Instructions. An Offeror shall submit and sign the Offer in accordance with the Solicitation Document. An Offeror shall initial and submit any corrections or erasures to their Offer prior to the Opening in accordance with the requirements for submitting an Offer under the Solicitation Document.

(6) Forms. An Offeror shall submit the Offers on the form(s) provided in the Solicitation Document, unless Offerors are otherwise instructed in the Solicitation Document.

(7) Documents. An Offeror shall provide the District with all documents and Descriptive Literature required under the Solicitation Document.

(8) Facsimile or Electronic Submissions. If the District permits facsimile or electronic Offers in the Solicitation Document, the Offeror may submit facsimile or Electronic Offers in accordance with the Solicitation Document. The District shall not consider facsimile or Electronic Offers unless authorized by the Solicitation Document.

(9) Product Samples and Descriptive Literature. The District may require Product Samples or Descriptive Literature if it is necessary or desirable to evaluate the quality, features, or characteristics of the

offered items. The District shall dispose of Product Samples or return or make available for return Product Samples to the Offeror in accordance with the Solicitation Document.

(10) Identification of Offers.

(a) To ensure proper identification and handling, Offers shall be submitted in a sealed envelope appropriately marked or in the envelope provided by the District, whichever is applicable.

(b) The District is not responsible for Offers submitted in any manner or format, or to any delivery point, other than as required in the Solicitation Document.

(11) Receipt of Offers. The Offeror is responsible for ensuring that the District receives the Offers at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Offer.

PPS 49-0290 Bid or Proposal Security

(1) Security Amount. If the District requires bid or proposal security, it shall be not more than 10 percent or less than 5 percent of the Offeror's bid or proposal, consisting of the base bid or proposal together with all additive alternates. The District shall not use bid or proposal security to discourage competition. The District shall clearly state any bid or proposal security requirements in its Solicitation Document. The Offeror shall forfeit bid or proposal security after award if the Offeror fails to execute the Contract and promptly return it with any required performance bond and payment bond and, in the case of proposal security, with any required proof of insurance. See ORS 279C.365(5) and 279C.385.

(2) Requirement for Bid Security (Optional for Proposals). Unless the District has otherwise exempted a solicitation or class of solicitations from bid security pursuant to ORS 279C.390, the District shall require bid security for its solicitation of Bids for Public Improvements. This requirement applies only to Public Improvement Contracts with a value, estimated by the Contracting Agency, of more than $100,000 or, in the case of Contracts for highways, bridges and other transportation projects, more than $50,000. See ORS 279C.365(6). The District may require bid security even if it has exempted a class of solicitations from bid security. The District may require proposal security in RFPs. See ORS 279C.400(5).

(3) Form of Bid or Proposal Security. The District may accept only the following forms of bid or proposal security:

(a) A surety bond from a surety company authorized to do business in the State of Oregon;

(b) An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or

(c) A cashier's check or Offeror's certified check.

(4) Return of Security. The District shall return or release the bid or proposal security of all unsuccessful Offerors after a Contract has been fully executed and all required bonds and insurance have been provided, or after all Offers have been rejected. The District may return the bid or proposal security of unsuccessful Offerors prior to award if the return does not prejudice Contract award and the security of at least the bidders with the three lowest Bids, or the Proposers with the three highest scoring Proposals, is retained pending execution of a Contract.

PPS 49-0300 Facsimile Bids and Proposals

(1) District Authorization. The District may authorize Offerors to submit facsimile Offers. If the District determines that bid or proposal security is or will be required, the District shall not authorize facsimile Offers unless the District has established a method for receipt of such security. Prior to authorizing the submission of facsimile Offers, the District shall determine that the District's equipment and personnel are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the District shall establish administrative procedures and controls:

(a) To receive, identify, record, and safeguard facsimile Offers;

(b) To ensure timely delivery of Offers to the location of Opening; and

(c) To preserve the Offers as sealed.

(2) Provisions to Be Included in Solicitation Document. In addition to all other requirements, if the District authorizes a facsimile Offer for Bids or Proposals, the District shall include in the Solicitation Document (other than in a Request for Quotes) the following:

(a) A provision substantially in the form of the following: "A 'facsimile Offer' as used in this Solicitation Document means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by the District via a facsimile machine";

(b) A provision substantially in the form of the following: "Offerors may submit facsimile Offers in response to this Solicitation Document. The entire response shall arrive at the place and by the time specified in this Solicitation Document";

(c) A provision that requires Offerors to sign their facsimile Offers;

(d) A provision substantially in the form of the following: "The District reserves the right to award the Contract solely on the basis of the facsimile Offer." However, upon the District's request, the apparent successful Offeror shall promptly submit its complete original signed Offer; and

(e) The data and compatibility characteristics of the District's receiving facsimile machine as follows:

(A) Telephone number; and

(B) Compatibility characteristics, e.g., make and model number, receiving speed, communications protocol; and

(f) A provision that the District is not responsible for any failure attributable to the transmission or receipt of the facsimile Offer including, but not limited to, the following:

(A) Receipt of garbled or incomplete documents;

(B) Availability or condition of the receiving facsimile machine;

(C) Incompatibility between the sending and receiving facsimile machine;

(D) Delay in transmission or receipt of documents;

(E) Failure of the Offeror to properly identify the Offer documents;

(F) Illegibility of Offer documents; and

(G) Security and confidentiality of data.

PPS 49-0310 Electronic Procurement

(1) General. The District may utilize Electronic Advertisement of Public Improvement Contracts in accordance with ORS 279C.360(1), provided that advertisement of such Contracts with an estimated Contract Price in excess of $125,000 shall also be published in a trade newspaper of general statewide circulation, and may post notices of intent to award electronically as provided by ORS 279C.410(7).

(2) Alternative Procedures. In the event that the District desires to direct or permit the submission and receipt of Offers for a Public Improvement Contract by electronic means, the District shall comply with PPS 47-0330 (electronic procurement under ORS 279B), taking into account ORS 279C requirements for written Bids, opening Bids publicly, bid security, first-tier subcontractor disclosure, and inclusion of prevailing wage rates.

(3) Interpretation. Nothing in this rule shall be construed as prohibiting the District from making procurement documents for Public Improvement Contracts available in electronic format as well as in hard copy when Bids are to be submitted only in hard copy. See ORS 279C.365(2).

PPS 49-0320 Pre-Closing Modification or Withdrawal of Offers

(1) Modifications. An Offeror may modify its Offer in writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the District in accordance with PPS 49-0280, unless otherwise specified in the Solicitation Document. Any modification shall include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:

(a) Bid (or proposal) Modification; and

(b) Solicitation Number (or other identification as specified in the Solicitation Document).

(2) Withdrawals.

(a) An Offeror may withdraw its Offer by written notice submitted on the Offeror's letterhead, signed by an authorized representative of the Offeror, delivered to the location specified in the Solicitation Document (or the place of Closing if no location is specified), and received by the District prior to the Closing. The Offeror or authorized representative of the Offeror may also withdraw its Offer in person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;

(b) The District may release an unopened Offer withdrawn under section (2)(a) of this rule to the Offeror or its authorized representative after voiding any date and time stamp mark;

(c) The Offeror shall mark the written request to withdraw an Offer as follows:

(A) Bid (or proposal) Withdrawal; and

(B) Solicitation number (or other identification as specified in the Solicitation Document).

(3) Documentation. The District shall include all documents relating to the modification or withdrawal of Offers in the appropriate Solicitation file.

PPS 49-0330 Receipt, Opening, and Recording of Offers; Confidentiality of Offers

(1) Receipt. The District shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The District shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the District inadvertently opens an Offer or a modification prior to the Opening, the District shall return the Offer or modification to its secure and confidential state until Opening. The District shall document the resealing for the Solicitation file (e.g., "The District inadvertently opened the Offer due to improper identification of the Offer").

(2) Opening and Recording. The District shall publicly open Offers, including any modifications made to the Offer, pursuant to PPS 49-0320. In the case of Invitations to Bid, to the extent practicable, the District shall read aloud the name of each bidder, the bid price(s), and such other information as the District considers appropriate. In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the District shall not read Offers aloud.

(3) Availability. After Opening, the District shall make Bids available for public inspection, but pursuant to ORS 279C.410, Proposals are not required to be available for public inspection until after the notice of intent to award is issued. In any event, the District may withhold from disclosure those portions of an Offer that the Offeror designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); ORS 646.461 through 646.475. To the extent that the District determines such designation is not in accordance with applicable law, the District shall make those portions available for

public inspection. The Offeror shall separate information designated as confidential from other non-confidential information at the time of submitting its Offer. Prices, makes, models, or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of an Offeror's designation to the contrary.

PPS 49-0340 Late Bids, Late Withdrawals, and Late Modifications

Any Offer received after Closing is late. An Offeror's request for withdrawal or modification of an Offer received after Closing is late. The District shall not consider late Offers, withdrawals, or modifications except as permitted in PPS 49-0350 or 49-0390.

PPS 49-0350 Mistakes

(1) Generally. To protect the integrity of the competitive procurement process and to assure fair treatment of Offerors, the District should carefully consider whether to permit waiver, correction, or withdrawal of Offers for certain mistakes.

(2) District Treatment of Mistakes. The District shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If the District discovers certain mistakes in an Offer after Opening but before award of the Contract, the District may take the following action:

(a) The District may waive, or permit an Offeror to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors. Examples of minor informalities include an Offeror's failure to:

(A) Return the correct number of signed Offers or the correct number of other documents required by the Solicitation Document;

(B) Sign the Offer in the designated block, provided a signature appears elsewhere in the Offer, evidencing an intent to be bound; and

(C) Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Offer that the Offeror received the Addendum and intended to be bound by its terms, or the Addendum involved did not affect price, quality, or delivery.

(b) The District may correct a clerical error if the error is evident on the face of the Offer or other documents submitted with the Offer, and the Offeror confirms the District's correction in writing. A clerical error is an Offeror's error in transcribing its Offer. Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

(c) The District may permit an Offeror to withdraw an Offer based on one or more clerical errors in the Offer only if the Offeror shows with objective proof and by clear and convincing evidence:

(A) The nature of the error;

(B) That the error is not a minor informality under this section or an error in judgment;

(C) That the error cannot be corrected or waived under subsection (b) of this rule;

(D) That the Offeror acted in good faith in submitting an Offer that contained the claimed error and in claiming that the alleged error in the Offer exists;

(E) That the Offeror acted without gross negligence in submitting an Offer that contained a claimed error;

(F) That the Offeror will suffer substantial detriment if the District does not grant the Offeror permission to withdraw the Offer;

(G) That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and

(H) That the Offeror promptly gave notice of the claimed error to the District.

(d) The criteria in section (2)(c) of this rule shall determine whether the District shall permit an Offeror to withdraw its Offer after Closing. These criteria also shall apply to the question of whether the District shall permit an Offeror to withdraw its Offer without forfeiture of its bid bond (or other bid or proposal security), or without liability to the District based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded by the District, whether by award to the next lowest Responsive and Responsible bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

(3) Rejection for Mistakes. The District shall reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents submitted with the Offer.

(4) Identification of Mistakes After Award. The procedures and criteria set forth above are Offeror's only opportunity to correct mistakes or withdraw Offers because of a mistake. Following award, an Offeror is bound by its Offer, and may withdraw its Offer or rescind a Contract entered into pursuant to this division 49 only to the extent permitted by applicable law.

PPS 49-0360 First-Tier Subcontractors; Disclosure and Substitution; ITB

(1) Required Disclosure. Within two working hours after the bid Closing on an ITB for a Public Improvement having a Contract Price anticipated by the District to exceed $100,000, all bidders shall submit to the District a disclosure form as described by ORS 279C.370(2), identifying any first-tier subcontractors (those entities that would be contracting directly with the prime Contractor) that will be furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

(a) 5 percent of the total Contract Price, but at least $15,000; or

(b) $350,000, regardless of the percentage of the total Contract Price.

(2) Bid Closing, Disclosure Deadline, and Bid Opening. For each ITB to which this rule applies, the District shall:

(a) Set the bid Closing on a Tuesday, Wednesday, or Thursday, and at a time between 2:00 p.m. and 5:00 p.m., except that these bid Closing restrictions do not apply to an ITB for maintenance or construction of highways, bridges, or other transportation facilities, and provided that the two-hour disclosure deadline described by this rule would not then fall on a legal holiday;

(b) Open Bids publicly immediately after the bid Closing; and

(c) Consider for Contract award only those Bids for which the required disclosure has been submitted by the announced deadline on forms prescribed by the District.

(3) Bidder Instructions and Disclosure Form. For the purposes of this rule, the District in its solicitation shall:

(a) Prescribe the disclosure form that shall be utilized, substantially in the form set forth in ORS 279C.370(2); and

(b) Provide instructions in a notice substantially similar to the following:

"Instructions for First-Tier Subcontractor Disclosure:

Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the Contract amount of a first-tier subcontractor

furnishing labor or labor and materials would be greater than or equal to: (i) 5 percent of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the bidder shall disclose the following information about that subcontract either in its bid submission, or within two hours after bid Closing:

(A) The subcontractor's name,

(B) The category of work that the subcontractor would be performing, and

(C) The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

THE DISTRICT SHALL REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see PPS 49-0360)."

(4) Submission. A bidder shall submit the disclosure form required by this rule either in its bid submission or within two working hours after bid Closing in the manner specified by the ITB.

(5) Responsiveness. Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids that are submitted by bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and will not be considered for Contract award.

(6) District Role. The District shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and this rule. The District shall also provide copies of disclosure forms to BOLI as required by ORS 279C.835. The District is not required to determine the accuracy or completeness of the information provided on disclosure forms.

(7) Substitution. Pursuant to ORS 279C.585, a Contractor whose bid is accepted may substitute a first-tier subcontractor that was not disclosed under ORS 279C.370 and this rule by submitting the name of the new subcontractor and the reason for the substitution in writing to the District. A Contractor may substitute a first-tier subcontractor under this section in the following circumstances:

(a) When the subcontractor disclosed under ORS 279C.370 fails or refuses to execute a written Contract after having had a reasonable opportunity to do so after the written Contract, which shall be reasonably based on the general terms, conditions, plans, and specifications for the Public Improvement project or the terms of the subcontractor's written bid, is presented to the subcontractor by the Contractor.

(b) When the disclosed subcontractor becomes bankrupt or insolvent.

(c) When the disclosed subcontractor fails or refuses to perform the subcontract.

(d) When the disclosed subcontractor fails or refuses to meet the bond requirements of the Contractor that had been identified prior to the bid submittal.

(e) When the Contractor demonstrates to the District that the subcontractor was disclosed as the result of an inadvertent clerical error.

(f) When the disclosed subcontractor does not hold a license from, or has a license that is not properly endorsed by, the Construction Contractors Board and is required to be licensed by the Construction Contractors Board.

(g) When the Contractor determines that the work performed by the disclosed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications or that the subcontractor is substantially delaying or disrupting the progress of the work.

(h) When the disclosed subcontractor is ineligible to work on a Public Improvement Contract under applicable statutory provisions.

(i) When the substitution is for Good Cause. The Construction Contractors Board shall define "Good Cause" by rule. "Good cause" includes, but is not limited to, the financial instability of a subcontractor. The definition of "Good Cause" shall reflect the least-cost policy for Public Improvement Contracts established in ORS 279C.305.

(j) When the substitution is reasonably based on the Contract alternates chosen by the District.

The District shall accept written submissions filed under this section (7) as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, the District does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

PPS 49-0370 Disqualification of Persons

(1) Authority. The District may disqualify a Person from consideration of award of the District's Contracts after providing the Person with notice and a reasonable opportunity to be heard in accordance with sections (2) and (4) of this rule.

(a) Standards for Conduct Disqualification. As provided in ORS 279C.440, the District may disqualify a Person for:

(A) Conviction for the commission of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such Contract or subcontract.

(B) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the Person's responsibility as a contractor.

(C) Conviction under state or federal antitrust statutes.

(D) Violation of a Contract provision that is regarded by the District to be so serious as to justify disqualification. A violation under this section (1)(a)(D) may include, but is not limited to, material failure to perform the terms of a Contract or an unsatisfactory performance in accordance with the terms of the Contract. However, a Person's failure to perform or unsatisfactory performance caused by acts beyond the Person's control is not a basis for disqualification.

(E) Failure to carry workers' compensation or unemployment insurance as required by statute.

(b) Standards for Disqualification. As provided in ORS 200.065, 200.075, or 279A.110, the District may disqualify a Person's right to submit an Offer or to participate in a Contract (e.g., subcontractors) as follows:

(A) For a Disqualification under ORS 200.065, the District may disqualify a Person upon finding that:

(i) The Person fraudulently obtained or retained or attempted to obtain or retain or aided another Person to fraudulently obtain or retain or attempt to obtain or retain

certification as a disadvantaged business enterprise, minority-owned business, women owned business, emerging small business enterprise, or a veteran-owned business; or

(ii) The Person knowingly made a false claim that any Person is qualified for certification or is certified under ORS 200.055 for the purpose of gaining a Contract or subcontract or other benefit; or

(iii) The Person has been disqualified by another district under ORS 200.065.

(B) For a Disqualification under ORS 200.075, the District may disqualify a Person upon finding that:

(i) The Person has entered into an agreement representing that a disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business enterprise, or a veteran-owned business, certified under ORS 200.055 ("Certified Enterprise"), will perform or supply materials under a Public Improvement Contract without the knowledge and consent of the Certified Enterprise; or

(ii) The Person exercises management and decision-making control over the internal operations, as defined by ORS 200.075(1)(b), of any Certified Enterprise; or

(iii) The Person uses a Certified Enterprise to perform services under a Contract or to provide supplies under a Public Improvement Contract to meet an established Certified Enterprise goal, and such enterprise does not perform a commercially useful function, as defined by ORS 200.075(3), in performing its obligations under the Contract.

(iv) If a Person is Disqualified for a Disqualification under ORS 200.075, the affected District shall not permit that Person to participate in that District's Contracts.

(C) For a Disqualification under ORS 279A.110, the District may disqualify a Person if the District finds that the Person discriminated against a disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business enterprise, or a veteran-owned business, Contract with that District.

(2) Notice of Intent to Disqualify. The District shall notify the Person in writing of a proposed Disqualification personally or by registered or certified mail, return receipt requested. This notice shall:

(a) State that the District intends to disqualify the Person;

(b) Set forth the reasons for the Disqualification;

(c) Include a statement of the Person's right to a hearing if requested in writing within a time period established by the District and that if the District does not receive the Person's written request for a hearing within the time stated, the Person shall have waived its right to a hearing;

(d) Include a statement of the authority under which the hearing will be held;

(e) Include a reference to the particular sections of the statutes and rules involved;

(f) State the proposed disqualification period; and

(g) State that the Person may be represented by legal counsel.

(3) Hearing. The Superintendent will schedule a hearing upon the District's receipt of a timely hearing request. Within a reasonable time prior to the hearing, the Superintendent will notify the Person of the time and place of the hearing and provide information on hearing procedures, right to representation and other matters relating to the conduct of the hearing. Following the hearing, the Superintendent will make a decision on whether to disqualify the Person.

(4) Notice of Disqualification. The District shall notify the Person in writing of its Disqualification, personally or by registered or certified mail, return receipt requested. The notice shall contain:

(a) The effective date and period of Disqualification;

(b) The grounds for Disqualification; and

(c) A statement of the Person's appeal rights and applicable appeal deadlines as provided in section (5) of this rule.

(5) Appeal of Disqualification.

(a) Any Person who wishes to appeal a decision by the Superintendent to disqualify the Person under this section shall, within three business days after receipt of the notice of intent to Disqualify under section (4) of this rule, file written notice with the District that the Person appeals the decision. The District shall notify the Contract Review Board and schedule the appeal hearing before the Contract Review Board.

(b) Immediately upon receipt of the prospective bidder's or Proposer's notice of appeal, the District shall notify the appropriate Local Contract Review Board.

(c) Upon the receipt of notice from the District under section (2) of this rule, the Contract Review Board shall promptly notify the Person appealing and the District of the time and place of the hearing. The Contract Review Board shall conduct the hearing and decide the appeal within 30 days after receiving the notice from the District. The Contract Review Board shall set forth in writing the reasons for the hearing decision.

(d) At the hearing the Contract Review Board shall consider de novo the notice of disqualification, the reasons for disqualification set forth in section (1) of this rule on which the District based the disqualification, and any evidence provided by the parties. Hearings before a Contract Review Board shall be conducted under rules of procedure adopted by the Contract Review Board.

(e) The Contract Review Board may allocate the Contract Review Board's costs for the hearing between the Person appealing and the District. The allocation shall be based on facts found by the Contract Review Board and stated in the final order that, in the Contract Review Board's opinion, warrant such allocation of costs. If the final order does not allocate the costs for the hearing, the costs shall be paid as follows:

(A) If the decision to disqualify the Person is upheld, the costs shall be paid by the Person appealing the decision.

(B) If the decision to disqualify a Person is reversed, the costs shall be paid by the District.

(f) Judicial review of any decision by the Contract Review Board shall be as set forth in ORS 279C.450.

PPS 49-0380 Bid or Proposal Evaluation Criteria

(1) General. A Public Improvement Contract, if awarded, shall be awarded to the Responsible bidder submitting the lowest Responsive Bid, or to the Responsible Proposer submitting the best Responsive proposal. See PPS 49-0390 and rules for Alternative Contracting Methods at PPS 49-0600 to 49-0690.

(2) Bid Evaluation Criteria. Invitations to Bid may solicit lump-sum Offers, unit-price Offers, or a combination of the two.

(a) Lump Sum. If the ITB requires a lump-sum bid without additive or deductive alternates, or if the District elects not to award additive or deductive alternates, Bids shall be compared on the basis of lump-sum prices, or lump-sum base-bid prices, as applicable. If the ITB calls for a lump-sum base bid, plus additive or deductive alternates, the total bid price shall be calculated by adding to

or deducting from the base bid those alternates selected by the District for the purpose of comparing Bids.

(b) Unit Price. If the bid includes unit pricing for estimated quantities, the total bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the bidder, and adjusting for any additive or deductive alternates selected by the District for the purpose of comparing Bids. The District shall specify within the Solicitation Document the estimated quantity of the procurement to be used for determination of the low bidder. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the bidder, the unit price governs. See PPS 49-0350(2)(b).

(3) Proposal Evaluation Criteria. If the District has exempted the procurement of a Public Improvement from the competitive Bidding requirements of ORS 279C.335(1) and has directed the District to use an Alternative Contracting Method under ORS 279C.335(4), the District shall set forth the evaluation criteria in the Solicitation Documents. See PPS 49-0640, 49-0650, 49-0670, 049-0690, ORS 279C.335 and 279C.405.

PPS 49-0390 Offer Evaluation and Award; Determination of Responsibility

(1) General. If awarded, the District shall award the Contract to the Responsible bidder submitting the lowest Responsive Bid or the Responsible Proposer or Proposers submitting the best, Responsive proposal or Proposals, provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract (See ORS 279C.375(3)(a)) or is ineligible for award as a nonresident education service district (ORS 279C.325). The District may award by item, groups of items, or the entire Offer provided such award is consistent with the Solicitation Document and in the public interest. Where award is based on competitive Bids, ORS 279C.375(5) permits multiple Contract awards when specified in the ITB.

(2) Determination of Responsibility. Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before awarding a Contract, the District shall have information that indicates that the Offeror meets the standards of responsibility set forth in ORS 279C.375(3)(b). To be a Responsible Offeror, the District shall determine that the Offeror:

(a) Has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all Contractual responsibilities;

(b) Holds current licenses that businesses or service professionals operating in this state shall hold in order to undertake or perform the work specified in the Contract;

(c) Is covered by liability insurance and other insurance in amounts the District requires in the Solicitation Documents;

(d) Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407, or has elected coverage under ORS 656.128;

(e) Has made the disclosure required under ORS 279C.370.

(f) Has completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this subparagraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement, and otherwise performed the contract in a satisfactory manner. The District should carefully scrutinize an Offeror's record of contract performance if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the Contracting Agency should determine whether the Offeror's deficient performance was expressly

excused under the terms of the contract, or whether the Offeror took appropriate corrective action. The District may review the Offeror's performance on both private and public contracts in determining the Offeror's record of contract performance. The District shall make its basis for determining an Offeror not Responsible under this paragraph part of the Solicitation file;

(g) Has a satisfactory record of integrity. An Offeror may lack integrity if the District determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. A Contracting Agency may find an Offeror not Responsible based on the lack of integrity of any Person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under PPS 49-0370 may be used to determine an Offeror's integrity. The District may find an Offeror non-responsible based on previous conviction id offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Offeror's performance of a contract or subcontract. The District shall make its basis for determining that an Offeror is not responsible under this paragraph in the Solicitation file;

(h) Is legally qualified to contract with the District; and

(a) Has supplied all necessary information in connection with the inquiry concerning responsibility. If an Offeror fails to promptly supply information requested by the District concerning responsibility, the District shall determine the Offeror's responsibility based on any available information, or may find that the Offeror is not responsible.

(3) Documenting Agency Determinations. The District shall document its compliance with ORS 279C.375(3) and the above sections of this rule on a Responsibility Determination Form substantially as set forth in 279.375(3)(c), and file that form with the Construction Contractors Board within 30 days after Contract award.

(4) District Evaluation. The District shall evaluate an Offer only as set forth in the Solicitation Document and in accordance with applicable law. The District shall not evaluate an Offer using any other requirement or criterion.

(5) Offeror Submissions.

(a) The District may require an Offeror to submit Product Samples, Descriptive Literature, technical data, or other material, and may also require any of the following prior to award:

(A) Demonstration, inspection, or testing of a product for characteristics such as compatibility, quality, or workmanship;

(B) Examination of such elements as appearance or finish; or

(C) Other examinations to determine whether the product conforms to specifications.

(b) The District shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation Document to determine that a product is acceptable. The District shall reject an Offer providing any product that does not meet the Solicitation Document requirements. The District's rejection of an Offer because it offers nonconforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.

(6) Evaluation of Bids. The District shall use only objective criteria to evaluate Bids as set forth in the ITB. The District shall evaluate Bids to determine which Responsible Offeror Offers the lowest Responsive Bid.

(a) Nonresident bidders. In determining the lowest Responsive Bid, the District shall add a percentage increase to the Bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.

(b) Clarifications. In evaluating Bids, the District may seek information from a bidder only to clarify the bidder's Bid. Such clarification shall not vary, contradict, or supplement the Bid. A bidder shall submit written and signed clarifications and such clarifications shall become part of the bidder's Bid.

(c) Negotiation Prohibited. The District shall not negotiate scope of work or other terms or conditions under an Invitation to Bid process prior to award.

(7) Evaluation of Proposals. See PPS 49-0650 regarding rules applicable to Requests for Proposals.

PPS 49-0395 Notice of Intent to Award

(1) Notice. At least seven days before the award of a Public Improvement Contract, the District shall issue to each bidder (pursuant to ORS 279C.375(2)) and each Proposer (pursuant to ORS 279C.410(7)), or post electronically or otherwise, a notice of the District's intent to award the Contract. This requirement does not apply to award of a Small or Intermediate (informal competitive quotes) Public Improvement Contract awarded under ORS 279C.335(1)(c) or (d).

(2) Form and Manner of Posting. The form and manner of posting notice shall conform to customary practices within the District's procurement system, and may be made electronically.

(3) Finalizing Award. The District's award shall not be final until the later of the following:

(a) Seven days after the date of the notice, unless the Solicitation Document provided a different period for protest; or

(b) The District provides a written response to all timely filed protests that denies each protest and affirms the award.

(4) Prior Notice Impractical. Posting of notice of intent to award shall not be required when the District determines that it is impractical due to unusual time constraints in making prompt award for its immediate procurement needs, documents the Solicitation file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

PPS 49-0400 Documentation of Award; Availability of Award Decisions

(1) Basis of Award. After award, the District shall make a record showing the basis for determining the successful Offeror part of the District's Solicitation file.

(2) Contents of Award Record for Bids. The District's record shall include:

(a) All submitted Bids;

(b) Completed bid tabulation sheet; and

(c) Written justification for any rejection of lower Bids.

(3) Contents of Award Record for Proposals. Where the use of Requests for Proposals is authorized as set forth in PPS 49-0650, the District's record shall include:

(a) All submitted Proposals;

(b) The completed evaluation of the Proposals;

(c) Written justification for any rejection of higher-scoring Proposals or for failing to meet mandatory requirements of the Request for proposal; and

(d) If the District permitted negotiations in accordance with PPS 49-0650, the District's completed evaluation of the initial Proposals and the District's completed evaluation of final Proposals.

(4) Contract Document. The District shall deliver a fully executed copy of the final Contract to the successful Offeror.

(5) Bid Tabulations and Award Summaries. Upon request of any Person, the District shall provide tabulations of awarded Bids or evaluation summaries of Proposals for a nominal charge which may be payable in advance. Requests shall contain the Solicitation Document number and, if requested, be accompanied by a self-addressed, stamped envelope. The District may also provide tabulations of Bids and Proposals awarded on designated Web site or the District's Electronic Procurement System.

(6) Availability of Solicitation Files. The District shall make completed Solicitation files available for public review at the District.

(7) Copies from Solicitation Files. Any Person may obtain copies of material from Solicitation files upon payment of a reasonable copying charge.

PPS 49-0410 Time for District Acceptance; Extension

(1) Time for Offer Acceptance. An Offeror's bid, or proposal submitted as a Firm Offer (see PPS 49-0280), is irrevocable, valid, and binding on the Offeror for not less than 60 days from Closing unless otherwise specified in the Solicitation Document.

(2) Extension of Acceptance Time. The District may request, orally or in writing, that Offerors extend, in writing, the time during which the District may consider and accept their Offer(s). If an Offeror agrees to such extension, the Offer shall continue as a Firm Offer, irrevocable, valid, and binding on the Offeror for the agreed-upon extension period.

PPS 49-0420 Negotiation With Bidders Prohibited

(1) Bids. Except as permitted by ORS 279C.340 and PPS 49-0430 when all bids exceed the cost estimate, the District shall not negotiate with any bidder prior to Contract award. After award of the Contract, the District and the Contractor may only modify the resulting Contract by change order or amendment to the Contract in accordance with PPS 49-0910.

(2) Requests for Proposals. The District may only conduct discussions or negotiations with Proposers in accordance with the requirements of PPS 49-0650.

PPS 49-0430 Negotiation When Bids Exceed Cost Estimate

(1) Generally. In accordance with ORS 279C.340, if all Responsive Bids from Responsible bidders on a competitively bid project exceed the District's Cost Estimate, prior to Contract award the District may negotiate Value Engineering and Other Options with the Responsible bidder submitting the lowest Responsive bid in an attempt to bring the project within the District's Cost Estimate. The subcontractor disclosure and substitution requirements of PPS 49-0360 do not apply to negotiations under this rule.

(2) Definitions. The following definitions apply to this rule:

(a) "Cost Estimate" means the District's most recent pre-bid, good faith assessment of anticipated Contract costs, consisting either of an estimate of an architect, engineer, or other qualified professional, or confidential cost calculation work sheets, where available, and otherwise consisting of formal planning or budgetary documents.

(b) "Other Options" means those items generally considered appropriate for negotiation in the RFP process, relating to the details of Contract performance as specified in PPS 49-0650, but excluding any material requirements previously announced in the Solicitation process that would likely affect the field of competition.

(c) **"Project"** means a Public Improvement.

(d) **"Value Engineering"** means the identification of alternative methods, materials, or systems which provide for comparable function at reduced initial or life-time cost. It includes proposed changes to the plans, specifications, or other Contract requirements that may be made, consistent with industry practice, under the original Contract by mutual agreement in order to take advantage of potential cost savings without impairing the essential functions or characteristics of the Public Improvement. Cost savings include those resulting from life cycle Costing, which may either increase or decrease absolute costs over varying time periods.

(3) **Rejection of Bids**. In determining whether all Responsive Bids from Responsible bidders exceed the Cost Estimate, only those Bids that have been formally rejected, or Bids from bidders who have been formally disqualified by the District, shall be excluded from consideration.

(4) **Scope of Negotiations**. The District shall not proceed with Contract award if the scope of the project is significantly changed from the original bid. The scope is considered to have been significantly changed if the pool of competition would likely have been affected by the change; that is, if other bidders would have been expected by the District to participate in the Bidding process had the change been made during the Solicitation process rather than during negotiation. This rule shall not be construed to prohibit re-solicitation of trade subcontracts.

(5) **Discontinuing Negotiations**. The District may discontinue negotiations at any time, and shall do so if it appears to the District that the apparent low bidder is not negotiating in good faith or fails to share cost and pricing information upon request. Failure to rebid any portion of the project, or to obtain subcontractor pricing information upon request, shall be considered a lack of good faith.

(6) **Limitation**. Negotiations may be undertaken only with the lowest Responsive, Responsible bidder pursuant to ORS 279C.340. That statute does not provide any additional authority to further negotiate with bidders next in line for Contract award.

(7) **Public Records**. To the extent that a bidder's records used in Contract negotiations under ORS 279C.340 are public records, they are exempt from disclosure until after the negotiated Contract has been awarded or the negotiation process has been terminated, at which time they are subject to disclosure pursuant to the provisions of the Oregon Public Records Law, ORS 192.311 through 192.478.

PPS 49-0440 Rejection of Offers

(1) **Rejection of an Offer.**

(a) The District may reject any Offer upon finding that to accept the Offer may impair the integrity of the procurement process or that rejecting the Offer is in the public interest.

(b) The District shall reject an Offer upon the District's finding that the Offer:

(A) Is contingent on the District's acceptance of terms and conditions (including specifications) that differ from the Solicitation Document,

(B) Takes exception to terms and conditions (including specifications),

(C) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation Document or in contravention of applicable law;

(D) Offers Work that fails to meet the specifications of the Solicitation Documents;

(E) Is late; or

(F) Is not in substantial compliance with the Solicitation Document; or

(G) Is not in substantial compliance with all prescribed public solicitation procedures.

(c) The District shall reject an Offer upon the District's finding that the Offeror:

(A) Has not been prequalified under ORS 279C.430 and the District required mandatory prequalification;

(B) Has been Disqualified;

(C) Has been declared ineligible under ORS 279C.860 by the Commissioner of the Bureau of Labor and Industries and the Contract is for a Public Work;

(D) Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;

(E) Has not met the requirements of ORS 279A.105 if required by the Solicitation Document;

(F) Has not submitted properly executed bid or proposal security as required by the Solicitation Document;

(G) Has failed to provide the certification required under section (3) of this rule; or

(H) Is not Responsible. See PPS 49-0390(2) regarding District determination that the Offeror has met statutory standards of responsibility.

(2) Form of Business. For purposes of this rule, the District may investigate any Person submitting an Offer. The investigation may include that Person's officers, directors, owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and PPS 49-0370.

(3) Certification of Non-Discrimination. The Offeror shall certify and deliver to the District written certification, as part of the Offer, that the Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or a veteran-owned business, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

(4) Contract and Subcontract Conditions. If the District awards a Contract to an Offeror that has been determined to be responsible under ORS 200.005(8)5 and 200.045(3),6 or awards a Contract under ORS 279A.100:7

(a) The District shall provide, as a material condition of the Contract:

(A) That the Contractor shall maintain its certification under ORS 200.055 throughout the term of the Contract and any extensions (if the Contracting Agency used the certification as a factor in or as a basis for the award of the Contract);

(B) That the Contractor shall promptly pay each subcontractor that is certified under ORS 200.055 in accordance with ORS 279B.220, or 279C.570 and ORS 279C.580, whichever apply to the Contract;

(C) That the Contractor shall include, in any subcontract the Contractor establishes in connection with the Contract, a provision that requires the subcontractor to maintain the subcontractor's

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[5] A bidder or proposer that the Governor's Policy Advisor for Economic and Business Equity determines has undertaken both a policy and a practice of actively pursuing participation by minority-owned businesses, women-owned businesses, businesses that veterans own or emerging small businesses in all of the bidder's or proposer's bids or proposals, both public and private.
[6] A bidder or proposer has made good faith efforts to encourage required participants to participate by taking all of the actions list in ORS 200.045(3).
[7] An affirmative action program adopted under ORS 279A.100 for goods and services contracts or any other contract under $50,000.

certification under ORS 200.055 throughout the term of the subcontract and any extensions (if the Contractor used the certification as a factor in or as a basis for the award of the subcontract);

(D) That the District may require the Contractor to terminate a subcontract with a subcontractor that fails to maintain its certification under ORS 200.055 throughout the term of the subcontract and any extensions.

(b) In the administration of Contracts that are subject to section (4) of this rule, the District shall verify the Contractor's and any subcontractor's compliance with Subsection (4)(a) of this rule.

(c) Subparagraph (4)(a)(A) of this section does not apply to an emerging small business that ceases to qualify as a tier one firm or a tier two firm (as ORS 200.005 defines those terms) due to the growth in the business's number of full-time equivalent employees or in average annual gross receipts during the term of the Contract. This section (4) does not apply to an emerging small business for which a certification under ORS 200.055 expires during the term of the Contract or any extensions.

(5) Rejection of All Offers. The District may reject all Offers for Good Cause upon the District's written finding that it is in the public interest to do so. The District shall notify all Offerors of the rejection of all Offers, along with the good-cause justification and finding.

(6) Criteria for Rejection of All Offers. The District may reject all Offers upon a written finding that:

(a) The content of or an error in the Solicitation Document or the Solicitation process unnecessarily restricted competition for the Contract;

(b) The price, quality, or performance presented by the Offerors is too costly or of insufficient quality to justify acceptance of the Offer;

(c) Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;

(d) Causes other than legitimate market forces threaten the integrity of the competitive procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct, and inadvertent or intentional errors in the Solicitation Document;

(e) The District cancels the Solicitation in accordance with PPS 49-0270; or

(f) Any other circumstance indicating that awarding the Contract would not be in the public interest.

PPS 49-0450 Protest of Contractor Selection, Contract Award

(1) Purpose. An adversely affected or aggrieved Offeror shall exhaust all avenues of administrative review and relief before seeking judicial review of the District's Contractor selection or Contract award decision.

(2) Notice of Competitive Range. Unless otherwise provided in the RFP, when the competitive proposal process is authorized under PPS 49-0650, the District shall provide written notice to all Proposers of the District's determination of the Proposers included in the competitive Range. The District's notice of the Proposers included in the competitive Range shall not be final until the later of the following:

(a) 10 days after the date of the notice, unless otherwise provided therein; or

(b) Until the District provides a written response to all timely filed protests that denies the protest and affirms the notice of the Proposers included in the competitive Range.

(3) Notice of Intent to Award. Unless otherwise provided in the Solicitation Document, the District shall provide written notice to all Offerors of the District's intent to award the Contract as provided in PPS 49-0395.

(4) Right to Protest Award.

(a) An adversely affected or aggrieved Offeror may submit to the District a written protest of the District's intent to award within seven days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation Document.

(b) The Offeror's protest shall be in writing and shall specify the grounds on which the protest is based.

(c) An Offeror is adversely affected or aggrieved only if the Offeror is eligible for award of the Contract as the Responsible bidder submitting the lowest Responsive bid or the Responsible Proposer submitting the best Responsive proposal and is next in line for award, i.e., the protesting Offeror shall claim that all lower bidders or higher-scored Proposers are ineligible for award:

(A) Because their Offers were nonresponsive; or

(B) The District committed a substantial violation of a provision in the Solicitation Document or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been the Responsible bidder offering the lowest bid or the Responsible Proposer offering the highest ranked proposal.

(d) The District shall not consider a protest submitted after the time period established in this rule or such different period as may be provided in the Solicitation Document. A Proposer may not protest the District's decision not to increase the size of the competitive Range above the size of the competitive Range set forth in the RFP.

(5) Right to Protest Competitive Range.

(a) An adversely affected or aggrieved Proposer may submit to the District a written protest of the District's decision to exclude the Proposer from the competitive Range within seven days after issuance of the notice of the competitive Range, unless a different protest period is provided under the Solicitation Document. (See procedural requirements for the use of RFPs at PPS 49-0650.)

(b) The Proposer's protest shall be in writing and shall specify the grounds on which the protest is based.

(c) A Proposer is adversely affected only if the Proposer is responsible and submitted a Responsive proposal and is eligible for inclusion in the competitive Range, i.e., the protesting Proposer shall claim it is eligible for inclusion in the competitive Range if all ineligible higher-scoring Proposers are removed from consideration, and that those ineligible Proposers are ineligible for inclusion in the competitive Range because:

(A) Their Proposals were not Responsive; or

(B) The District committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been included in the competitive Range.

(d) The District shall not consider a protest submitted after the time period established in this rule or such different period as may be provided in the Solicitation Document. A Proposer may not

protest the District's decision not to increase the size of the competitive Range above the size of the competitive Range set forth in the RFP.

(6) Authority to Resolve Protests. The Superintendent may settle or resolve a written protest submitted in accordance with the requirements of this rule.

(7) Decision. If a protest is not settled, the Superintendent, or such Person's designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.

(8) Award. The successful Offeror shall promptly execute the Contract after the award is final. The District shall execute the Contract only after it has obtained all applicable required documents and approvals.

PPS 49-0460 Performance and Payment Security; Waiver

(1) Public Improvement Contracts. Unless the required performance bond is waived under ORS 279C.380(1)(a) or this rule, excused in cases of emergency under ORS 279C.380(4), or unless the District exempts a Contract or classes of Contracts from the required performance bond and payment bond pursuant to ORS 279C.390, the Contractor shall execute and deliver to the District a performance bond and a payment bond each in a sum equal to the Contract Price for all Public Improvement Contracts. This requirement applies only to Public Improvement Contracts with a value, estimated by the District, of more than $100,000 or, in the case of Contracts for highways, bridges and other transportation projects, more than $50,000. See 279C.380(5). Also see OAR 137-049-0815 and BOLI rules at 839-025-0015 regarding the separate requirement for a Public Works bond.

(2) Other Construction Contracts. The District may require performance security for other construction Contracts that are not Public Improvement Contracts. Such requirements shall be expressly set forth in the Solicitation Document.

(3) Requirement for Surety Bond. The District shall accept only a performance bond furnished by a surety company authorized to do business in Oregon unless otherwise specified in the Solicitation Document (i.e., the District may accept a cashier's check or certified check in lieu of all or a portion of the required performance bond if specified in the Solicitation Document). The payment bond shall be furnished by a surety company authorized to do business in Oregon, and in an amount equal to the full Contract Price.

(4) Time for Submission. The apparent successful Offeror shall promptly furnish the required performance security at the District's request. If the Offeror fails to furnish the performance security as requested, the District may reject the Offer and award the Contract to the Responsible bidder with the next lowest Responsive bid or the Responsible Proposer with the next highest-scoring Responsive proposal, and, at the District's discretion, the Offeror shall forfeit its bid or proposal security.

PPS 49-0470 Substitute Contractor

If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute contractor to complete performance of the Contract. A substitute contractor shall perform all remaining Contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the award of a new Contract and shall not be subject to the competitive procurement provisions of ORS 279C.

PPS 49-0490 Foreign Contractor

If the Contract Price exceeds $10,000 and the Contractor is a Foreign Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration, and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report shall be

forwarded to the District. The District shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

ALTERNATIVE CONTRACTING METHODS

PPS 49-0600 Alternative Contracting Methods; Purpose

These PPS 49-0600 to PPS 49-0690 rules are intended to provide guidance to the District regarding the use of Alternative Contracting Methods for Public Improvement Contracts, as may be directed by the Contract Review Board under ORS 279C.335. These Alternative Contracting Methods include, but are not limited to, the following forms of contracting: Design-Build, Energy Savings Performance, and the Construction Manager/General Contractor Method. To the extent any such Alternative Contracting Methods are utilized within the competitive bidding process set forth in ORS 279C.335(1), these OAR 137-049-0600 to 137-049-0690 rules are advisory only and may be used or referred to by the District in whole, in part or not at all, within the discretion of the District. As to ESPC contracting, these PPS 49-0600 through PPS 49-0690 rules implement the requirements of ORS 279C.335 pertaining to the adoption of Model Rules appropriate for use by the entire District to govern the procedures for entering into ESPCs. As to contracting for Construction Manager General Contractor services, requiring an exemption from competitive bidding under ORS 279C.335(2), PPS 49-0600 to 49-0690 include mandatory and optional provisions pertaining to the procurement of Construction Manager/General Contractor services, pursuant to the requirements of ORS 279C.337.

PPS 49-0610 Definitions for Alternative Contracting Methods

The following definitions shall apply to rules PPS 49-0600 to 49-0690, unless the context requires otherwise:

(1) **Affiliate** has the meaning set forth in ORS 279C.332(1).

(2) **Alternative Contracting Methods** mean innovative techniques for procuring or performing Public Improvement Contracts, utilizing processes other than the traditional methods involved in the design-bid-build construction contracting method (with award of a Public Improvement Contract based solely on price, in which a final design is issued with formal bid documents, construction services are obtained by sealed bid awarded to the Responsible bidder submitting the lowest Responsive bid, and the project is built in accordance with those documents). In industry practice, such methods commonly include variations of Design-Build contracting, CM/GC forms of contracting, and ESPCs, which are specifically addressed in these PPS 49-0600 to 49-0690 rules. These methods also include other developing techniques which include but are not limited to general "performance contracting," "cost-plus-time " contracting, (as more particularly described in ORS 279C.332(3)(b)(D)(iii)(I)) and "qualifications plus project approach" contracting (as more particularly described in ORS 279C.332(3)(b)(D)(iii)(II)). Procedural requirements for these methods are identified in these PPS 49-0600 to 49-0690 rules when the District uses an Alternative Contracting Method in a procurement that requires an exemption from competitive bidding under ORS 279C.335(2) or in an ESPC procurement that is excepted from competitive bidding under ORS 279.335(1).

(3) **Construction Manager/General Contractor** (or **"CM/GC"**) has the meaning set forth in ORS 279C.332(2).

(4) **Construction Manager/General Contractor Method** (or **"CM/GC Method"**) means the Alternative Contracting Method which involves a District's selection of a CM/GC to perform CM/GC services for a project or projects.

(5) **Construction Manager/General Contractor Services** (or **"CM/GC Services"**) has the meaning set forth in ORS 279C.332(3).

(6) **Design-Build** means a form of procurement that results in a Public Improvement Contract in which the construction Contractor also provides or obtains specified design services, participates on the project team with the District, and manages both design and construction. In this form of Contract, a single Person

provides the District with all of the Personal services and construction Work necessary to both design and construct the project.

(7) Early Work means construction services, construction materials and other Work authorized by the parties to be performed under the CM/GC Contract in advance of the establishment of the GMP, fixed price or other maximum, not-to-exceed price for the project. Permissible Early Work shall be limited to early procurement of materials and supplies, early release of bid or proposal packages for site development and related activities, and any other advance Work related to important components of the project for which performance prior to establishment of the GMP will materially and positively affect the development or completion of the project.

(8) Energy Conservation Measures (or "ECMs") (also known as **"energy efficiency measures"**) means, as used in ESPC procurement, any equipment, fixture, or furnishing to be added to or used in an existing building or structure, and any repair, alteration, or improvement to an existing building or structure that is designed to reduce energy consumption and related costs, including those costs related to electrical energy, thermal energy, water consumption, waste disposal, and future contract-labor costs and materials costs associated with maintenance of the building or structure. For purposes of these PPS 49-0600 to 49-0690 rules, use of either or both of the terms "building" or "structure" shall be deemed to include existing energy, water, and waste disposal systems connected or related to or otherwise used for the building or structure when such system(s) are included in the project, either as part of the project together with the building or structure, or when such system(s) are the focus of the project. Maintenance services are not Energy Conservation Measures for purposes of these PPS 49-0600 to 49-0690 rules.

(9) Energy Savings Guarantee means the energy savings and performance guarantee provided by the ESCO under an ESPC procurement, which guarantees to the District that certain energy savings and performance will be achieved for the project covered by the RFP through the installation and implementation of the agreed-upon ECMs for the project. The Energy Savings Guarantee shall include, but shall not be limited to, the specific energy savings and performance levels and amounts that will be guaranteed, provisions related to the financial remedies available to the District in the event the guaranteed savings and performance are not achieved, the specific conditions under which the ESCO will guarantee energy savings and performance (including the specific responsibilities of the District after final completion of the design and construction phase), and the term of the energy savings and performance guarantee.

(10) Energy Savings Performance Contract (or "ESPC") means a Public Improvement Contract between the District and a Qualified Energy service Company for the identification, evaluation, recommendation, design, and construction of Energy Conservation Measures, including a Design-Build Contract, that guarantee energy savings or performance.

(11) General Conditions Work (or "GC Work") means a general grouping of project Work required to support construction operations on the project that is not included within the Contractor's overhead or fee.

(12) Guaranteed Maximum Price (or "GMP") has the meaning set forth in ORS 279C.332(4), pertaining to procurements for CM/GC services. For Alternative Contracting Methods other than the CM/GC Method, "Guaranteed Maximum Price" or "GMP" means the total maximum price provided to the District by the Contractor, and accepted by the District, that includes all reimbursable costs of and fees for completion of the Contract Work, and any particularly identified contingency amounts as defined by the Public Improvement Contract.

(13) Measurement and Verification (or "M & V") means, as used in ESPC procurement, the examination of installed ECMs using the International Performance Measurement and Verification Protocol ("IPMVP"), or any other comparable protocol or process, to monitor and verify the operation of energy-using systems pre-installation and post-installation.

(14) Project Development Plan means a secondary phase of Personal services and Work performed by an ESCO in an ESPC procurement when the ESCO performs more extensive design of the agreed-upon ECMs

for the project, provides the detailed provisions of the ESCO's Energy Savings Guarantee that the fully installed and commissioned ECMs will achieve a particular energy savings level for the building or structure, and prepares an overall report or plan summarizing the ESCO's services during this secondary phase of the work and otherwise explaining how the agreed-upon ECMs will be implemented during the design and construction phase of the work. The term "project development plan" can also refer to the report or plan provided by the ESCO at the conclusion of this phase of the work.

(15) Qualified Energy Service Company (or "ESCO") means, as used in ESPC procurement, a company, firm, or other legal Person with the following characteristics: demonstrated technical, operational, financial, and managerial capabilities to design, install, construct, commission, manage, measure and verify, and otherwise implement Energy Conservation Measures and other Work on building systems or building components that are directly related to the ECMs in existing buildings and structures; a prior record of successfully performing ESPCs on projects involving existing buildings and structures that are comparable to the project under consideration by the District; and the financial strength to effectively guarantee energy savings and performance under the ESPC for the project in question, or the ability to secure necessary financial measures to effectively guarantee energy savings under an ESPC for that project.

(16) Savings has the meaning set forth in ORS 279C.337(4), pertaining to CM/GC services procurements. For other Alternative Contracting Methods, "Savings" means a positive difference between a Guaranteed Maximum Price or other maximum not-to-exceed price set forth in a Public Improvement Contract and the actual cost of the Contractor's performance of the Contract Work payable by the District under the terms of the Contract, including costs for which the District reimburses a Contractor and fees, profits or other payments the Contractor earns.

(17) Technical Energy Audit, means, as used in ESPC procurement, the initial phase of services to be performed by an ESCO that includes a detailed evaluation of an existing building or structure, an evaluation of the potential ECMs that could be effectively utilized at the facility, and preparation of a report to the District of the ESCO's findings during this initial phase of the work. The term "Technical Energy Audit" can also refer to the report provided by the ESCO at the conclusion of this phase of the work.

PPS 49-0620 Use of Alternative Contracting Methods

(1) Competitive Bidding Exemptions. ORS 279C requires a competitive bidding process for Public Improvement Contracts unless a statutory exception applies, a class of Contracts has been exempted from the competitive bidding process, or an individual Contract has been exempted from the competitive bidding process in accordance with 279C.335 and any applicable District rules. Use of Alternative Contracting Methods may be directed by the District if that use is within the competitive bidding process if feasible, or through an available statutory exception to the competitive bidding process. Use of Alternative Contracting Methods shall be directed through the District's Local Contract Review Board, however, when use of the Alternative Contracting Method requires an exemption to the prescribed competitive bidding requirement of ORS 279C.335. In any of these circumstances, use of Alternative Contracting Methods shall be justified in accordance with any applicable Code and District requirements and, if require, these PPS 049-0600 to 049-0690 rules. See PPS 49-0630 regarding required findings and restrictions on exemptions from the competitive bidding requirements under ORS 279C.335.

(2) Energy Savings Performance Contracts. ESPCs are excepted from the competitive Bidding requirements for Public Improvement Contracts pursuant to ORS 279C.335(1)(f) if the District complies with the procedures set forth in these PPS 49-0600 through 49-0690 or parallel administrative rules meeting the requirements of ORS 279A.065 related to the Solicitation, rules related to the solicitation, negotiation and contracting for ESPC Work. If those procedures are not followed, an ESPC procurement may still be exempted from competitive bidding requirements by following the general exemption procedures within ORS 279C.335.

(3) Post-Project Evaluation. ORS 279C.355 requires that the District prepare a formal post-project evaluation of Public Improvement projects in excess of $100,000 when the District does not use the competitive bidding process required by ORS 279C.335. The purpose of this evaluation is to determine whether it was actually in the District's best interest to use an Alternative Contracting Method outside the competitive bidding process. The evaluation shall be delivered to the Contract Review Board of the District as applicable within 30 days of the date the District "accepts" the Public Improvement project, which event is typically defined in the Contract. In the absence of such definition, acceptance of the project occurs on the later of the date of final payment or the date of final completion of the Contract Work. ORS 279C.355 describes the timing and content of this evaluation, with three required elements:

(a) Financial information, consisting of cost estimates, any GMP changes, and actual costs;

(b) A narrative description of successes and failures during design, engineering, and construction; and

(c) An objective assessment of the use of the Alternative Contracting Method as compared to the exemption findings.

PPS 49-0630 Findings, Notice, and Hearing

(1) Cost Savings and Other Substantial Benefits Factors. When findings are required under ORS 279C.335 to exempt a Contract or class of Contracts from the competitive Bidding requirements, the "substantial cost savings" and "other substantial benefits "criteria at ORS 279C.335(2)(b) require consideration of the type, cost, the amount of the Contract and, to the extent applicable, the other factors set forth in 279C.335(2)(b). If a particular factor has no application whatsoever to the particular Public Improvement Contract or class of Public Improvement Contracts, the District Local Contract Review Board does not need to consider that factor, and the District is not required to address the factor, other than to explain why the factor has no application whatsoever to the particular Public Improvement Contract or class of Public Improvement Contracts.

(2) Required Information. The statutory definition of "findings" at ORS 279C.330(2) which applies to exemptions from competitive bidding means the justification for the District's conclusion regarding the factors listed in both ORS 279C.335(2)(a) and 279C.335(2)(b) or, in the alternative, both ORS 279C.335(2)(a) and 279C.335(2)(c).

(3) Addressing Cost Savings. Accordingly, when the Contract or class of Contracts under consideration for an exemption contemplates the use of Alternative Contracting Methods, the "substantial cost savings and other substantial benefits" requirement may be addressed by a combination of:

(a) Specified findings that address the factors and other information specifically identified by statute, including, but not limited to, an analysis or reasonable forecast of present and future cost savings and other substantial benefits; and

(b) Additional findings that address industry practices, surveys, trends, past experiences, evaluations of completed projects required by ORS 279C.355, and related information regarding the expected benefits and drawbacks of particular Alternative Contracting Methods. To the extent practicable, such findings shall relate back to the specific characteristics of the project or projects at issue in the exemption request; and

(c) As an alternative to the "substantial cost savings and other substantial benefits" requirement in ORS 279C.335(2)(b), if an Alternative Contracting Method has not been previously used, the District may make a finding that identifies the project as a "pilot project" under ORS 279C.335(2)(c). Nevertheless, the District shall still make the findings required in ORS 279C.335(2)(a).

(4) Favoritism and Competition. The criteria at ORS 279C.335(2)(a) that the exemption "is unlikely to encourage favoritism" or "substantially diminish competition" may be addressed in contemplating the use of Alternative Contracting Methods by specifying the manner in which an RFP process will be utilized, that the procurement will be formally advertised with public notice and disclosure of the planned Alternative Contracting Method, competition will be encouraged, award will be made based upon identified selection criteria, and an opportunity will be given to protest that award.

(5) Descriptions. findings supporting a competitive bidding exemption shall describe with specificity any Alternative Contracting Method to be used in lieu of competitive bidding, including, but not limited to, whether a one-step (Request for proposal), two-step (beginning with a Request for Qualification, followed by a Request for proposal) or other solicitation process will be utilized. The findings may also describe anticipated characteristics or features of the resulting Public Improvement Contract. However, the purpose of an exemption from competitive bidding is limited to a determination of the procurement method. Any unnecessary or incidental descriptions of the specific details of the anticipated Contract within the supporting findings are not binding upon the District. The parameters of the Public Improvement Contract are those characteristics or specifics that are announced in the Solicitation Document.

(6) Class Exemptions. In making the findings supporting a class exemption, the District shall clearly identify the class with respect to its defining characteristics, pursuant to the requirements of ORS 279C.335(3). The class shall meet the following requirements:

(a) The class cannot be based on a single characteristic or factor, so that an Agency directly or indirectly creates a class whereby the Agency uses, for example, the CM/GC Method for all Agency construction projects or all Agency construction projects over a particular dollar amount, unidentified future Agency construction projects of a particular work category, or all Agency construction projects from a particular funding source such as the sale of bonds; and

(b) The class shall include a combination of factors, be defined by the Agency through characteristics that reasonably relate to the exemption criteria set forth in ORS 279C.335(2) and shall reflect a detailed evaluation of those characteristics so that the class is defined in a limited way that effectively meets the Agency's objectives while allowing for impartial and open competition, and protecting the integrity of the exemption process. An example of a class that might be permitted under the statute is a series of projects, such as a specific group of building renovation projects, that:

(A) involve renovations for a common purpose;

(B) require completion on a related schedule in order to avoid unnecessary disruption of District operations;

(C) share common characteristics, such as historic building considerations, the presence of asbestos or other hazardous substances, or the presence of agency staff during construction;

(D) otherwise possess characteristics that meet the requirements of ORS 279C.335(2); and

(E) otherwise meet the requirements of the Director of the District Local Contract Review Board.

(7) Public Hearing. Before final adoption of findings exempting a Public Improvement Contract from the requirement of competitive Bidding, the District shall give notice and provide interested with the opportunity to request a public hearing as required by ORS 279C.335(5). The notice must state that, in response to a written request, the District will hold a public hearing for the purpose of taking comments on the draft Findings for an exemption from the competitive bidding requirement. If the District does not receive a written request from an interested party to hold a public hearing, the District may hold a public hearing, but

is not required to hold a public hearing. If a hearing is requested, the District will hold a public hearing for the purpose of receiving public comment on the District's draft findings.

PPS 49-0640 Competitive Proposals; Procedure

The District may utilize the following RFP process for Public Improvement Contracts, allowing flexibility in both proposal evaluation and Contract negotiation, only in accordance with ORS 279C.330 to 279C.337, ORS 279C.400 through 279C.410 and PPS 49-0600 through 49-0690, unless other applicable statutes control the District's use of competitive Proposals for Public Improvement Contracts. Also see the section of rules in this division entitled Formal procurement rules, PPS 49-0200 through 49-0450, and RFP-related rules under the Alternative Contracting Methods section at PPS 49-0640 through 49-0660. For ESPCs, the following RFP process as further specified in PPS 049-0645, 049-0650, 049-0660 and 049-0680 shall be utilized if the District desires the procurement process to be exempt from the competitive Bidding requirements of ORS 279C.335. The RFP process for the Alternative Contracting Methods identified in PPS 49-0600 through 49-0690 includes the following steps:

(1) Proposal Evaluation. Factors in addition to price may be considered in the selection process, but only as set forth in the RFP. proposal evaluation shall be as objective as possible. Evaluation factors need not be precise predictors of future costs and performance, but to the extent possible such evaluation factors shall:

- **(a)** Be reasonable estimates based on information available to the District;
- **(b)** Treat all Proposals equitably; and
- **(c)** Recognize that public policy requires that Public Improvements be constructed at the least overall cost to the District. See ORS 279C.305.

For ESPC proposal evaluations, the District may provide in the RFP that qualifications-based evaluation factors will outweigh the District's consideration of price-related factors, due to the fact that prices for the major components of the work to be performed during the ESPC process contemplated by the RFP will likely not be determinable at the time of proposal evaluation. For CM/GC services proposal evaluations, the District shall comply with ORS 279C.337.

(2) Evaluation Factors.

- **(a)** In basic negotiated construction contracting where the only reason for an RFP is to consider factors other than price, those factors may consist of firm and personnel experience on similar projects, adequacy of equipment and physical plant, sources of supply, availability of key personnel, financial capacity, past performance, safety records, project understanding, proposed methods of construction, proposed milestone dates, references, service, and related matters that could affect the cost or quality of the work.
- **(b)** In CM/GC contracting, in addition to subsection (a) above, those factors may also include the ability to respond to the technical complexity or unique character of the project, analyze and propose solutions or approaches to complex project problems, analyze and propose value engineering options, analyze and propose energy efficiency measures or alternative energy options, coordinate multiple disciplines on the project, effectively utilize the time available to commence and complete the improvement, and related matters that could affect the cost or quality of the work.
- **(c)** In Design-Build contracting, in addition to subsections (a) and (b) above, those factors may also include design professional qualifications, specialized experience, preliminary design submittals, technical merit, design-builder team experience, and related matters that could affect cost or quality of the work.

(d) In ESPC contracting, in addition to the factors set forth in subsections (a), (b), and (c) above, those factors may also include sample Technical Energy Audits from similar projects, sample M & V reports, financial statements and related information of the ESCO for a time period established in the RFP, financial statements and related information of joint ventures comprising the ESCO, the ESCO's capabilities and experience in performing energy baseline studies for facilities (independently or in cooperation with an independent third-party energy baseline consultant), past performance of the ESCO in meeting energy guarantee contract levels, the specific Person that will provide the Energy Savings Guarantee to be offered by the ESCO, the ESCO's management plan for the project, information on the specific methods, techniques, and equipment that the ESCO will use in the performance of the work under the ESPC, the ESCO's team members and consultants to be assigned to the project, the ESCO's experience in the energy savings performance contracting field, the ESCO's experience acting as the prime contractor on previous ESPC projects (as opposed to a subcontractor or consultant to a prime ESCO), the ESCO's vendor and product neutrality related to the development of ECMs, the ESCO's project history related to removal from an ESPC project or the inability or unwillingness of the ESCO to complete an ESPC project, the ESCO's M & V capabilities and experience (independently or in cooperation with an independent third-party M & V consultant), the ESCO's ability to explain the unique risks associated with ESPC projects and the assignment of risk in the particular project between the District and the ESCO, the ESCO's equipment performance guarantee policies and procedures, the ESCO's energy savings and cost savings guarantee policies and procedures, the ESCO's project cost guarantee policies and procedures, the ESCO's pricing methodologies, the price that the ESCO will charge for the Technical Energy Audit phase of the work, and the ESCO's fee structure for all phases of the ESPC project.

(3) Contract Negotiations. Contract terms may be negotiated to the extent allowed by the RFP and PPS 49-0600 through PPS 49-0690, provided that the general Work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the Solicitation Document. See PPS 49-0650. Terms that may be negotiated consist of details of Contract performance; methods of construction, timing, and assignment of risk in specified areas; fee; and other matters that could affect the cost or quality of the work. For the CM/GC Method, terms that may be negotiated also include the specific scope of pre-construction services, the GC Work, any Early Work and other construction Work to be performed by the CM/GC, and any other terms that the District has identified as being subject to negotiation, consistent with the requirements of OAR 137-049-0690. In ESPC contracting, terms that may be negotiated also include the scope of preliminary design of ECMs to be evaluated by the parties during the Technical Energy Audit phase of the work, the scope of services to be performed by the ESCO during the project Development Plan phase of the work, the detailed provisions of the Energy Savings Guarantee to be provided by the ESCO, and scope of work, methodologies, and compensation terms and conditions during the design and construction phase and M & V phase of the work, consistent with the requirements of PPS 49-0680.

PPS 49-0645 Requests for Qualifications ("RFQ")

As provided by ORS 279C.405(1), the District may utilize a Request for Qualifications, (RFQ) to obtain information useful in the preparation or distribution of a Request for Proposals (RFPs). When using an RFQ as the first step in a two-step solicitation process in which distribution of the RFPs will be limited to the firms identified as most qualified through their submitted statements of qualification, the District shall first advertise and provide notice of the RFQ in the same manner in which RFPs are advertised, specifically stating that RFPs will be distributed only to the firms selected in the RFQ process. In such cases, the District shall also provide within the RFQ a protest provision substantially in the form of PPS 49-0450(5) regarding protests of the competitive Range. Thereafter, the District may distribute RFPs to the selected firms without further advertisement of the Solicitation.

PPS 49-0650 Requests for Proposals ("RFP")

(1) Generally. The use of competitive Proposals shall be specially authorized for a Public Improvement Contract under the competitive Bidding exception and exemption requirements of ORS 279C.335, PPS 49-0130, and PPS 49-0600 through 49-0690. Also see ORS 279C.337 and ORS 279C.400 to 279C.410 for statutory requirements regarding competitive Proposals, and PPS 49-0640 regarding competitive proposal procedures.

(2) Solicitation Documents. In addition to the Solicitation Document requirements of PPS 49-0200, this rule applies to the requirements for RFPs. RFP Solicitation Documents shall conform to the following standards:

(a) The District shall set forth selection criteria in the Solicitation Document. Examples of evaluation criteria include price or cost, quality of a product or service, past performance, management, capability, personnel qualification, prior experience, compatibility, reliability, operating efficiency, expansion potential, experience of key personnel, adequacy of equipment or physical plant, financial wherewithal, sources of supply, references, and warranty provisions. See PPS 49-0640 regarding proposal evaluation and evaluation factors. Evaluation factors need not be precise predictors of actual future costs and performance, but to the extent possible, such factors shall be reasonable estimates based on information available to the District. Subject to 279(C).410(4), the Solicitation Document may provide for discussions with Proposers to be conducted for the purpose of proposal evaluation prior to award or prior to establishing any competitive Range;

(b) When the District is willing to negotiate terms and conditions of the Contract or allow submission of revised Proposals following discussions, the District shall identify the specific terms and conditions in or provisions of the Solicitation Document that are subject to negotiation or discussion and authorize Offerors to propose certain alternative terms and conditions in lieu of the terms and conditions the District has identified as authorized for negotiation. The District shall describe the evaluation, discussion, and negotiation process, including how the District shall establish the competitive Range, if any;

(c) The anticipated size of any competitive Range shall be stated in the Solicitation Document but may be decreased if the number of Proposers that submit responsive Proposals is less than the specified number, or may be decreased as provided in PPS 49-0650(4)(a).

(d) When the District intends to award Contracts to more than one Proposer, the District shall identify in the Solicitation Document the manner in which it will determine the number of Contracts it will award. The District shall also include the criteria it will use to determine how the District shall endeavor to achieve optimal value, utility, and substantial fairness when selecting a particular Contractor to provide Personal services or Work from those Contractors awarded Contracts.

(3) Evaluation of Proposals.

(a) Evaluation. The District shall evaluate Proposals only in accordance with criteria set forth in the RFP and applicable law. The District shall evaluate Proposals to determine the Responsible Proposer or Proposers submitting the best Responsive proposal or Proposals.

(A) Clarifications. In evaluating Proposals, the District may seek information from a Proposer to clarify the Proposer's proposal. A Proposer shall submit written and signed clarifications and such clarifications shall become part of the Proposer's proposal.

(B) Limited Negotiation. If the District did not permit negotiation in its Request for proposal, the District may, nonetheless, negotiate with the highest ranked Proposer, but may then only negotiate the:

(i) Statement of work; and

(ii) Contract Price as it is affected by negotiating the statement of work.

The process for discussions or negotiations that is outlined and explained in Sections (5)(b) and (6) of this rule does not apply to this limited negotiation.

(b) Discussions; Negotiations. If the District permitted discussions or negotiations in the Request for proposal, the District shall evaluate Proposals and establish the competitive Range, and may then conduct discussions and negotiations in accordance with this rule.

(A) If the Solicitation Document provided that discussions or negotiations may occur at the District's discretion, the District may forego discussions and negotiations and evaluate all Proposals in accordance with this rule.

(B) If the District proceeds with discussions or negotiations, the District shall establish a negotiation team tailored for the acquisition. The District's team may include legal, technical, auditing, and negotiating personnel.

(c) Cancellation. Nothing in this rule shall restrict or prohibit the District from canceling the Solicitation at any time.

(4) Competitive Range; Protest; Award.

(a) Determining Competitive Range.

(A) If the District does not cancel the Solicitation, after the Opening the District shall evaluate all Proposals in accordance with the evaluation criteria set forth in the RFP. After evaluation of all Proposals in accordance with the criteria set forth in the RFP, the District shall rank the Proposers based on the District's scoring and determine the competitive Range.

(B) The District may increase the number of Proposers in the competitive Range if the District's evaluation of Proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial competitive Range are closely competitive or have a reasonable chance of being determined the best Proposer after the District's evaluation of revised Proposals submitted in accordance with the process described in this rule.

(b) Protesting Competitive Range. The District shall provide written notice to all Proposers identifying Proposers in the competitive Range. A Proposer that is not within the competitive Range may protest the District's evaluation and determination of the competitive Range in accordance with PPS 49-0450.

(c) Intent to award; Discuss or Negotiate. After the protest period provided in accordance with these rules expires, or after the District has provided a final response to any protest, whichever date is later, the District may either:

(A) Provide written notice to all Proposers in the competitive Range of its intent to award the Contract to the highest ranked Proposer in the competitive Range.

(i) An unsuccessful Proposer may protest the District's intent to award in accordance with PPS 49-0450.

(ii) After the protest period provided in accordance with PPS 49-0450 expires, or after the District has provided a final response to any protest, whichever date is later, the District shall commence final Contract negotiations with the highest ranked Proposer in the competitive Range; or

(B) Engage in discussions with Proposers in the competitive Range and accept revised Proposals from them, and, following such discussions and receipt and evaluation of revised Proposals, conduct negotiations with the Proposers in the competitive Range.

(5) Discussions; Revised Proposals. If the District chooses to enter into discussions with and receive revised Proposals from the Proposers in the competitive Range, the District shall proceed as follows:

(a) Initiating Discussions. The District shall initiate oral or written discussions with all of the Proposers in the competitive Range regarding their Proposals with respect to the provisions of the RFP that the District identified in the RFP as the subject of discussions. The District may conduct discussions for the following purposes:

(A) Informing Proposers of deficiencies in their initial Proposals;

(B) Notifying Proposers of parts of their Proposals for which the District would like additional information; and

(C) Otherwise allowing Proposers to develop revised Proposals that will allow the District to obtain the best proposal based on the requirements and evaluation criteria set forth in the RFP.

(b) Conducting Discussions. The District may conduct discussions with each Proposer in the competitive Range necessary to fulfill the purposes of this section, but need not conduct the same amount of discussions with each Proposer. The District may terminate discussions with any Proposer in the competitive Range at any time. The District shall, however, offer all Proposers in the competitive Range the opportunity to discuss their Proposals with the District before the District notifies Proposers of the date and time pursuant to this section that revised Proposals will be due.

(A) In conducting discussions, the District:

(i) Shall treat all Proposers fairly and shall not favor any Proposer over another;

(ii) Shall not discuss other Proposers' Proposals;

(iii) Shall not suggest specific revisions that a Proposer should make to its proposal, and shall not otherwise direct the Proposer to make any specific revisions to its proposal.

(B) At any time during the time allowed for discussions, the District may:

(i) Continue discussions with a particular Proposer;

(ii) Terminate discussions with a particular Proposer and continue discussions with other Proposers in the competitive Range; or

(iii) Conclude discussions with all remaining Proposers in the competitive Range and provide notice to the Proposers in the competitive Range to submit revised Proposals.

(c) Revised Proposals. If the District does not cancel the Solicitation at the conclusion of the District's discussions with all remaining Proposers in the competitive Range, the District shall give all remaining Proposers in the competitive Range notice of the date and time by which they shall submit revised Proposals. This notice constitutes the District's termination of discussions, and Proposers shall submit revised Proposals by the date and time set forth in the District's notice.

(A) Upon receipt of the revised Proposals, the District shall evaluate the revised Proposals based on the evaluation criteria set forth in the RFP and rank the revised Proposals based on the District's scoring.

(B) The District may conduct discussions with and accept only one revised proposal from each Proposer in the competitive Range unless otherwise set forth in the RFP.

(d) Intent to Award; Protest. The District shall provide written notice to all Proposers in the competitive Range of the District's intent to award the Contract. An unsuccessful Proposer may protest the District's intent to award in accordance with PPS 49-0450. After the protest period provided in accordance with that rule expires, or after the District has provided a final response to any protest, whichever date is later, the District shall commence final Contract negotiations.

(6) Negotiation.

(a) Initiating Negotiations. The District may determine to commence negotiations with the highest ranked Proposer in the competitive Range following the:

(A) Initial determination of the competitive Range; or

(B) Conclusion of discussions with all Proposers in the competitive Range and evaluation of revised Proposals.

(b) Conducting Negotiations

(A) Scope: The District may negotiate:

(i) The statement of work;

(ii) The Contract Price as it is affected by negotiating the statement of work; and

(iii) Any other terms and conditions reasonably related to those expressly authorized for negotiation in the RFP. Accordingly, Proposers shall not submit, and the District shall not accept, for negotiation any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP.

(c) Continuing Negotiations. If the District terminates negotiations with a Proposer, the District may then commence negotiations with the next highest-scoring Proposer in the competitive Range, and continue the process described in this rule until the District has:

(A) Determined to award the Contract to the Proposer with whom it is currently negotiating; or

(B) Completed one round of negotiations with all Proposers in the competitive Range, unless the District provided for more than one round of discussions or negotiations in the Request for proposal, in which case the District may proceed with any authorized further rounds of negotiations.

(7) Terminating Discussions or Negotiations. At any time during discussions or negotiations conducted in accordance with this rule, the District may terminate discussions or negotiations with the Proposer with whom it is currently conducting discussions or negotiations if the District reasonably believes that:

(a) The Proposer is not discussing or negotiating in good faith; or

(b) Further discussions or negotiations with the Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.

PPS 49-0660 RFP Pricing Mechanisms

(1) An RFP may result in a Contract with a lump-sum Contract Price or a fixed Contract Price, as in the case of competitive Bidding. Alternatively, a Request for proposal may result in a cost reimbursement Contract with a GMP or some other maximum price specified in the Contract.

(2) Economic incentives or disincentives may be included to reflect stated District purposes related to time of completion, safety, or other Public Contracting objectives, including but not limited to total least-cost mechanisms such as life cycle Costing.

(3) A Guaranteed Maximum Price may be used as the pricing mechanism for CM/GC services Contracts where a total Contract Price is provided in the design phase in order to assist the District in determining whether the project scope is within the District's budget and allowing for design changes during preliminary design rather than after final design services have been completed.

- **(a)** If the collaborative process described above in this section (3) is successful, the Contractor shall propose a final GMP, which may be accepted by the District and included within the Contract.
- **(b)** If the collaborative process described above in this section (3) is not successful and no mutually agreeable resolution on the GMP for the project construction Work can be achieved with the Contractor, then the District shall terminate the Contract. The District may then proceed to negotiate a new Contract (and GMP) with the Proposer that was next-ranked in the original selection process, or employ other means for continuing the project under ORS 279C.

(4) When Cost Reimbursement Contracts are utilized, regardless of whether a GMP is included, the District shall provide for audit controls that will effectively verify rates and ensure that costs are reasonable, allowable, and properly allocated.

PPS 49-0670 Design-Build Contracts

(1) General. The Design-Build form of contracting, as defined at PPS 49-0610(3), has technical complexities that are not readily apparent. The District shall use this contracting method only with the assistance of knowledgeable staff or Consultants who are experienced in its use. In order to use the Design-Build process, the District shall be able to reasonably anticipate the following types of benefits:

- **(a)** Obtaining, through a Design-Build team, engineering design, plan preparation, value engineering, construction engineering, construction, quality control, and required documentation as a fully integrated function with a single point of responsibility;
- **(b)** Integrating value engineering suggestions into the design phase, as the construction Contractor joins the project team early with design responsibilities under a team approach, with the potential of reducing Contract changes;
- **(c)** Reducing the risk of design flaws, misunderstandings, and conflicts inherent in construction Contractors building from designs in which they have had no opportunity for input, with the potential of reducing Contract claims;
- **(d)** Shortening project time as construction activity (early submittals, mobilization, subcontracting, and advance Work) commences prior to completion of a "Biddable" design, or where a design solution is still required (as in complex or phased projects); or
- **(e)** Obtaining innovative design solutions through the collaboration of the Contractor and design team, which would not otherwise be possible if the Contractor had not yet been selected.

(2) Authority. The District shall utilize the Design-Build form of contracting only in accordance with the requirements of these PPS 49-0600 through 49-0690 rules. See particularly PPS 49-0620 pertaining to Alternative Contracting Methods and PPS 49-0680 pertaining to ESPCs.

(3) Selection. Design-Build selection criteria may include those factors set forth above in PPS 49-0640(2)(a), (b), and (c).

(4) QBS Inapplicable. Because the value of construction services predominates the Design-Build form of Contracting, the qualifications-based selection ("QBS") process mandated by ORS 279C.110 for the District in certain circumstances in obtaining certain Consultant services is not applicable.

(5) Licensing. If a Design-Build Contractor is not an Oregon-licensed design professional, the District shall require that the Design-Build Contractor disclose in its written Offer that it is not an Oregon-licensed design professional, and identify the Oregon-licensed design professional(s) who will provide design services. See ORS 671.030(5) regarding the offer of Architectural services, and ORS 672.060(11) regarding the offer of Engineering services that are appurtenant to construction services.

(6) Performance Security. ORS 279C.380(1)(a) provides that for Design-Build Contracts, the surety's obligation on performance bonds, or the bidder's obligation on cashier's or certified checks accepted in lieu thereof, includes the preparation and completion of design and related professional services specified in the Contract. This additional obligation, beyond performance of construction services, extends only to the provision of professional services and related design revisions, corrective Work, and associated costs prior to final completion of the Contract (or for such longer time as may be defined in the Contract). The obligation is not intended to be a substitute for professional liability insurance, and does not include errors and omissions or latent defects coverage.

(7) Contract Requirements. The District shall conform their Design-Build contracting practices to the following requirements:

(a) Design Services. The level or type of design services required shall be clearly defined within the procurement documents and Contract, along with a description of the level or type of design services previously performed for the project. The services to be performed shall be clearly delineated as either design specifications or performance standards, and performance measurements shall be identified.

(b) Professional Liability. The Contract shall clearly identify the liability of design professionals with respect to the Design-Build Contractor and the District, as well as requirements for professional liability insurance.

(c) Risk Allocation. The Contract shall clearly identify the extent to which the District requires an express indemnification from the Design-Build Contractor for any failure to perform, including professional errors and omissions, design warranties, construction operations, and faulty Work claims.

(d) Warranties. The Contract shall clearly identify any express warranties made to the District regarding characteristics or capabilities of the completed project (regardless of whether errors occur as the result of improper design, construction, or both), including any warranty that a design will be produced that meets the stated project performance and budget guidelines.

(e) Incentives. The Contract shall clearly identify any economic incentives and disincentives, the specific criteria that apply, and their relationship to other financial elements of the Contract.

(f) Honoraria. If allowed by the RFP, honoraria or stipends may be provided for early design submittals from qualified finalists during the Solicitation process on the basis that the District is benefited from such deliverables.

PPS 49-0680 Energy Savings Performance Contracts

(1) Generally. These PPS 49-0600 through PPS 49-0690 rules include a limited, efficient method for the District to enter into ESPCs outside the competitive Bidding requirements of ORS 279C.335 for existing buildings or structures, but not for new construction. If the District chooses not to utilize the ESPC procurement method provided for by these PPS 49-0600 through 49-0690 rules, the District may still enter into an ESPC by complying with the competitive Bidding exemption process set forth in ORS 279C.335, or by otherwise complying with the procurement requirements applicable to any district not subject to all the requirements of ORS 279C.335.

(2) ESPC Contracting Method. The ESPC form of contracting, as defined at PPS 49-0610(6), has unique technical complexities associated with the determination of what ECMs are feasible for the District, as well as the additional technical complexities associated with a Design-Build Contract. The District shall only utilize the ESPC contracting method with the assistance of knowledgeable staff or Consultants who are experienced in its use. In order to utilize the ESPC contracting process, the District shall be able to reasonably anticipate one or more of the following types of benefits:

(a) Obtaining, through an ESCO, the following types of integrated Personal services and Work: facility profiling, energy baseline studies, ECMs, Technical Energy Audits, project development planning, engineering design, plan preparation, cost estimating, life cycle Costing, construction administration, project management, construction, quality control, operations and maintenance staff training, commissioning services, M & V services, and required documentation as a fully integrated function with a single point of responsibility;

(b) Obtaining, through an ESCO, an Energy Savings Guarantee;

(c) Integrating the Technical Energy Audit phase and the project Development Plan phase into the design and construction phase of work on the project;

(d) Reducing the risk of design flaws, misunderstandings, and conflicts inherent in the construction process, through the integration of ESPC Personal services and Work;

(e) Obtaining innovative design solutions through the collaboration of the members of the ESCO integrated ESPC team;

(f) Integrating cost-effective ECMs into an existing building or structure so that the ECMs pay for themselves through savings realized over the useful life of the ECMs;

(g) Preliminary design, development, implementation, and an Energy Savings Guarantee of ECMs into an existing building or structure through an ESPC as a distinct part of a major remodel of that building or structure that is being performed under a separate remodeling Contract; and

(h) Satisfying local energy efficiency design criteria or requirements.

(3) Authority. The District desiring to pursue an exemption from the competitive Bidding requirements of ORS 279C.335 (and, if applicable, ORS 351.086) shall utilize the ESPC form of contracting only in accordance with the requirements of these PPS 49-0600 to 49-0690 rules.

(4) No Findings Required. The District is only required to comply with the ESPC contracting procedures set forth in PPS 49-0600 through 49-0690 of these rules in order for the ESPC to be exempt from the competitive Bidding processes of ORS 279C.335. No findings are required for an ESPC to be exempt from the competitive Bidding process for Public Improvement Contracts pursuant to ORS 279C.335, unless the District is subject to the requirements of ORS 279C.335 and chooses not to comply with the ESPC contracting procedures set forth in these PPS 49-0600 through 49-0690 rules.

(5) Selection. ESPC selection criteria may include those factors set forth above in PPS 49-0640(2)(a), (b), (c), and (d). Since the Energy Savings Guarantee is such a fundamental component in the ESPC contracting process, Proposers shall disclose in their Proposals the identity of any Person providing (directly or indirectly) any Energy Savings Guarantee that may be offered by the successful ESCO during the course of the performance of the ESPC, along with any financial statements and related information pertaining to any such Person.

(6) Qualifications Based Selection (QBS). Because the value of construction services predominates in the ESPC method of contracting, the QBS process mandated by ORS 279C.110 for the State Contracting Agencies in obtaining certain Consultant services is not applicable.

(7) Licensing. If the ESCO is not an Oregon-licensed design professional, the District shall require that the ESCO disclose in the ESPC that it is not an Oregon-licensed design professional, and identify the Oregon-licensed design professional(s) who will provide design services. See ORS 671.030(5) regarding the offer of architectural services, and ORS 672.060(11) regarding the offer of engineering services that are appurtenant to construction Work.

(8) Performance Security. At the point in the ESPC when the parties enter into a binding Contract that constitutes a Design-Build Contract, the ESCO shall provide a performance bond and a payment bond, each for 100 percent of the full Contract Price, including the construction and design and related professional services specified in the ESPC Design-Build Contract, pursuant to ORS 279C.380(1)(a). For ESPC Design-Build Contracts, these "design and related professional services" include conventional design services, commissioning services, training services for the District's operations and maintenance staff, and any similar professional services provided by the ESCO under the ESPC Design-Build Contract prior to final completion of construction. M & V services, and any Personal services and Work associated with the ESCO's Energy Savings Guarantee, are not included in these ORS 279C.380(1)(a) "design and related professional services." Nevertheless, the District may require that the ESCO provide performance security for M & V services and any services associated with the ESCO's Energy Savings Guarantee, if the District so provides in the RFP.

(9) Contracting Requirements. The District shall conform their ESPC contracting practices to the following requirements:

(a) General ESPC Contracting Practices. An ESPC involves a multi-phase project, which includes the following contractual elements:

(A) A contractual structure which includes general Contract terms describing the relationship of the parties, the various phases of the work, the contractual terms governing the Technical Energy Audit for the project, the contractual terms governing the project Development Plan for the project, the contractual terms governing the final design and construction of the project, the contractual terms governing the performance of the M & V services for the project, and the detailed provisions of the ESCO's Energy Savings Guarantee for the project.

(B) The various phases of the ESCO's Work will include the following:

(i) The Technical Energy Audit phase of the work;

(ii) The project Development Plan phase of the work;

(iii) A third phase of the work that constitutes a Design-Build Contract, during which the ESCO completes any plans and specifications required to implement the ECMs that have been agreed to by the parties to the ESPC, and the ESCO performs all construction, commissioning, construction administration, and related Personal services and Work to actually construct the project; and

(iv) A final phase of the work whereby the ESCO, independently or in cooperation with an independent Consultant hired by the District, performs M & V services to ensure that the Energy Savings Guarantee identified by the ESCO in the earlier phases of the work and agreed to by the parties has actually been achieved.

(b) Design-Build Contracting Requirements in ESPCs. At the point in the ESPC when the parties enter into a binding Contract that constitutes a Design-Build Contract, the District shall conform its Design-Build contracting practices to the Design-Build contracting requirements set forth in PPS 49-0670(7).

(c) Pricing Alternatives. The District may utilize one of the following pricing alternatives in an ESPC:

(A) A fixed price for each phase of the Personal services and Work to be provided by the ESCO;

(B) A cost reimbursement pricing mechanism, with a maximum not-to-exceed price or a GMP; or

(C) A combination of a fixed fee for certain components of the Personal services to be performed, a cost reimbursement pricing mechanism for the construction Work to be performed with a GMP, a single or annual fixed fee for M & V services to be performed for an identified time period after final completion of the construction Work, and a single or annual Energy Savings Guarantee fixed fee payable for an identified time period after final completion of the construction Work that is conditioned on certain energy savings being achieved at the facility by the ECMs that have been implemented by the ESCO during the project (in the event an annual M & V services fee and annual Energy Savings Guarantee fee is utilized by the parties, the parties may provide in the Design-Build Contract that, at the sole option of the District, the ESCO's M & V services may be terminated prior to the completion of the M & V/Energy Savings Guarantee period and the District's future obligation to pay the M & V services fee and Energy Savings Guarantee fee will likewise be terminated, under terms agreed to by the parties).

(d) Permitted ESPC Scope of Work. The scope of work under the ESPC is restricted to implementation and installation of ECMs, as well as other Work on building systems or building components that are directly related to the ECMs, and that, as an integrated unit, will completely pay for themselves or substantially pay for themselves over the useful life of the ECMs installed. The permitted scope of work for ESPCs resulting from a solicitation under these PPS 49-0600 through PPS 49-0690 rules does not include maintenance services for the project facility.

PPS 49-0690 Construction Manager/General Contractor Services ("CM/GC Services")

(1) General. The CM/GC Method is a technically complex project delivery system. The District shall use this contracting method only with the assistance of legal counsel with substantial experience and necessary expertise in using the CM/GC Method, as well as knowledgeable staff, consultants, or both staff and consultants who have a demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, public contracting, and project management. Unlike the Design-Build form of contracting, the CM/GC Method does not contemplate a "single point of responsibility" under which the CM/GC is responsible for successful completion of all Work related to a performance specification. The CM/GC has defined Contract obligations, including responsibilities as part of the project team along with the District and design professional, although with the CM/GC Method there is a separate contract between the District and design professional. In order to utilize the CM/GC Method, the District shall be able to reasonably anticipate the following types of benefits:

(a) Time Savings. With the CM/GC Method, the Public Improvement has significant schedule ramifications, such that concurrent design and construction are necessary in order to meet critical deadlines and shorten the overall duration of construction. The District may consider operational and financial data that show significant savings or increased opportunities for generating revenue as a result of early completion, as well as less disruption to public facilities as a result of shortened construction periods;

(b) Cost Savings. With the CM/GC Method, early CM/GC input during the design process is expected to contribute to significant cost savings. The District may consider value engineering, building systems analysis, life cycle Costing analysis, and construction planning that lead to cost savings. The District shall specify any special factors influencing this analysis, including high rates of inflation, market uncertainty due to material and labor fluctuations or scarcities, and the need for specialized construction expertise due to technical challenges; or

(c) Technical Complexity. With the CM/GC Method, the Public Improvement presents significant technical complexities that are best addressed by a collaborative or team effort between the District, design professionals, any District project management or technical consultants and the CM/GC, in which the CM/GC will assist in addressing specific project challenges through preconstruction services. The District may consider the need for CM/GC input on issues such as operation of the facility during construction, tenant occupancy, public safety, delivery of an early budget or GMP, financing, historic preservation, difficult remodeling projects, and projects requiring complex phasing or highly coordinated scheduling.

(2) Authority. The District shall use the CM/GC form of contracting only in accordance with the requirements of these division 49 rules and ORS 279C.337, when a competitive bidding exemption is approved. See particularly PPS 49-0600 on "Purpose" and PPS 49-0620 on "Use of Alternative Contracting Methods."

(3) Selection. CM/GC selection criteria may include those factors set forth in PPS 49-0640(2)(b).

(4) Basis for Payment. The CM/GC process adds specified construction manager Personal services to traditional design-bid-build general contractor Work, requiring full Contract performance within a negotiated GMP, fixed Contract Price or other maximum Contract Price. For a GMP pricing method, the basis for payment is reimbursable direct costs as defined under the Contract, plus a fee constituting full payment for construction Work and Personal services rendered, which together shall not exceed the GMP. See GMP definition at PPS 49-0610(7) and pricing mechanisms at PPS 49-0660.

(5) Contract Requirements. The District shall conform their CM/GC contracting practices to the following requirements:

(a) Nature of the Initial CM/GC Services Contract Document. A solicitation for CM/GC services is a procurement for a Public Improvement, since the scope of the procurement includes not only pre-construction Personal services to be performed by the CM/GC, but also construction Work that is expected to result in a completed Public Improvement. In the traditional CM/GC services contracting approach, the text of the resulting CM/GC services Contract will include comprehensive contract provisions that will not only fully govern the relationship between the District and the CM/GC for the pre-construction Personal services, but will also include the general contract provisions that will control the CM/GC's providing of the construction Work necessary to complete the project (with any remaining necessary construction-related contract provisions being added through Early Work amendments to the Contract, the GMP amendment to the Contract or, if necessary, a conventional amendment to the Contract). The traditional CM/GC services contracting approach, however, also contemplates that the District shall only authorize the CM/GC to perform the preconstruction Personal services when the Contract is first executed unless construction Work is specifically included in the initial CM/GC Contract. Under this approach, the construction phase or phases of the CM/GC services project are not yet authorized and the Contract only becomes a Public Improvement Contract once the parties amend the Contract, through an Early Work or a GMP amendment, to authorize the construction of a portion of the project or the entire project. See also OAR 839-025-0020, regarding the Bureau of Labor and Industries' determination of when a Contract for CM/GC services becomes a "public works" Contract for purposes of paying prevailing wage rates for construction Work under the CM/GC Contract.

(b) Setting the GMP, Fixed Contract Price or Other Maximum Contract Price. The GMP fixed Contract price or other maximum Contract Price shall be set at an identified time consistent with industry practice and project conditions and after supporting information reasonably considered necessary to its use has been developed, which will normally take place at the end of the design development phase of the project. The supporting information for the GMP shall define both what Personal services and construction Work are included and excluded from the GMP, fixed

Contract price or other maximum Contract Price. A set of project drawings and specifications shall be produced establishing the scope of construction Work contemplated by the GMP fixed Contract price or other maximum Contract Price.

(c) Adjustments to the GMP Fixed Contract Price or Other Maximum Contract Price. The Contract shall clearly identify the standards or factors under which changes or additional construction Work will be considered outside of the Work scope other warrants an increase in the GMP, fixed Contract Price or other maximum Contract Price, as well as criteria for decreasing the GMP, fixed Contract Price or other maximum Contract Price. The GMP, fixed Contract Price or other maximum Contract Price shall not be increased without a concomitant increase to the scope of the work defined at the establishment of the GMP, fixed Contract Price or other maximum Contract Price or most recent amendment to the GMP, fixed Contract Price or other maximum Contract Price. An increase to the scope of the work may take the form of conventional additions to the project scope, as well as corrections to the Contract terms and conditions, additions to insurance coverage required by the District and other changes to the work.

(d) Cost Savings. The Contract shall clearly identify the disposition of any Cost Savings resulting from completion of the work below the GMP; fixed Contract price or other maximum Contract price, that is, under what circumstances, if any, the CM/GC might share in those Cost Savings, or whether the Cost Savings accrue only to the District's benefit. Unless there is a clearly articulated reason for sharing the Cost Savings set forth in the Contract, the Cost Savings shall accrue to the District.

(e) Cost Reimbursement. The Contract shall clearly identify what items or categories of items are eligible for cost reimbursement within the GMP or other maximum Contract Price, including any category of GC Work, and may also incorporate a mutually agreeable cost-reimbursement standard.

(f) Audit. Cost reimbursements shall be made subject to final audit adjustment, and the Contract shall establish an audit process to ensure that Contract costs are allowable, properly allocated, and reasonable.

(g) Fee. Compensation for the CM/GC's Personal services and construction Work, where the Contract uses a GMP, shall include a fee that is inclusive of profit, overhead, and all other indirect or non-reimbursable costs. Costs determined to be included within the fee shall be expressly defined in the Contract terms and conditions at the time the District selects the GM/GC. The fee, which may be expressed as either a fixed dollar amount or as a proposed percentage of all reimbursable costs, shall be identified during and become an element of the selection process. It shall subsequently be expressed as a fixed amount for particular construction Work authorized to be performed, when Early Work is added to the Contract through an amendment and when the GMP is established. The CM/GC fee does not include any fee paid to the CM/GC for performing pre-construction services during a separate pre-construction phase.

(h) Incentives. The Contract shall clearly identify any economic incentives, the specific criteria that apply, and their relationship to other financial elements of the Contract (including the GMP, fixed Contract Price or other maximum Contract Price).

(i) Controlled Insurance Programs. For projects where an owner-controlled or contractor-controlled insurance program is permitted under ORS 737.602, the Contract shall clearly identify whether an owner-controlled or contractor-controlled insurance program is anticipated or allowable. If so, the Contract shall clearly identify (1) anticipated cost savings from reduced premiums, claims reductions, and other factors, (2) the allocation of cost savings, and (3) safety responsibilities, incentives or both safety responsibilities and incentives.

(j) Early Work. The RFP shall clearly identify, whenever feasible, the circumstances under which any Early Work may be authorized and undertaken for compensation prior to establishing the GMP, fixed Contract price, or other maximum Contract Price.

(k) Subcontractor Selection. Subcontracts under the Contract are not Public Contracts within the meaning of the Code. However, the Contract shall include provisions that clearly meet the requirements of ORS 279C.337(3) and other District requirements. Within the scope of ORS 279C.337(3), the CM/GC's subcontractor selection process shall meet the following parameters:

(A) Absent a written justification prepared by the CM/GC and approved by the District as more particularly provided for in this section, the CM/GC's Subcontractor selection process shall be "competitive," meaning that the process should include publicly-advertised subcontractor solicitations and be based on a low-bid competitive method, a low-quote competitive method for contracts in a specified dollar range agreeable to the District, or a method whereby both price and qualifications of the subcontractors are evaluated in a competitive environment, consistent with the RFP and Contract requirements;

(B) When the Subcontractor selection process for a particular Work package will not be "competitive" as provided for in this section, the process shall meet the following requirements:

(i) The CM/GC shall prepare and submit a written justification to the District, explaining the project circumstances that support a non-competitive Subcontractor selection process for a particular Work package, including, but not limited to, Emergency circumstances, the CM/GC's need to utilize a key Subcontractor member of the CM/GC's project team consistent with the CM/GC's project proposal, the need to meet other specified Contract requirements, the continuation or expansion of an existing Subcontractor agreement that was awarded through a competitive process along with facts supporting the continuation or expansion of the Subcontractor agreement, or a sole source justification;

(ii) For a sole source selection of a subcontractor to proceed, the District shall evaluate the written justification provided by the CM/GC and shall find that critical project efficiencies require utilization of labor, services or materials from one subcontractor; that technical compatibility issues on the project require labor, services or materials from one subcontractor; that particular labor, services or materials are needed as part of an experimental or pilot project or as part of an experimental or pilot aspect of the project; or that other project circumstances exist to support the conclusion that the labor, services or materials are available from only one subcontractor;

(iii) The CM/GC shall provide an independent cost estimate for the work package that will be subject to the non-competitive process, if required by the District;

(iv) The CM/GC shall fully respond to any questions or comments submitted to the CM/GC by the District; and

(v) The District shall approve the CM/GC's use of the non-competitive Subcontractor selection process prior to the CM/GC's pursuit of the non-competitive process.

(C) A competitive selection process may be preceded by a publicly advertised sub-contractor pre-qualification process, with only those subcontractors meeting the pre-qualification requirements being invited to participate in the later competitive process through which the CM/GC will select the subcontractor to perform the construction Work described in the selection process;

(D) If the CM/GC or an Affiliate or subsidiary of the CM/GC will be included in the subcontractor selection process to perform particular construction Work on the project, the CM/GC shall disclose that fact in the selection process documents and announcements. The Contract shall also identify the conditions, processes and procedures the CM/GC will utilize in that competitive process in order to make the process impartial, competitive and fair, including but not limited to objective, independent review and opening of bids or proposals for the elements of work involved, by a representative of the District or another independent third party.

(l) Subcontractor Approvals and Protests. The Contract shall clearly establish whether the District shall approve subcontract awards, and to what extent, if any, the District shall resolve or be involved in the resolution of protests of the CM/GC's selection of subcontractors and suppliers. The procedures and reporting mechanisms related to the resolution of subcontractor and suppler protests shall be established in the Contract with certainty, including the CM/GC's roles and responsibilities in this process and whether the CM/GC's subcontracting records are considered to be public records. In any event, the District shall retain the right to monitor the subcontracting process in order to protect the District's interests and to confirm the CM/GC's compliance with the Contract and with applicable statutes, administrative rules and other legal requirements.

(m) CM/GC Self-Performance or Performance by CM/GC Affiliates or Subsidiaries Without Competition. Consistent with the requirements of ORS 279C.337(3)(c), the Contract shall establish the conditions under which the CM/GC or an Affiliate or subsidiary of the CM/GC may perform elements of the construction Work without competition from subcontractors, including, for example, job-site GC Work. Other than for GC Work, in order for the CM/GC or an Affiliate or subsidiary of the CM/GC to perform elements of the construction Work without competition from subcontractors, the CM/GC shall provide, or shall have included in the CM/GC's RFP proposal to perform CM/GC services for the project, a detailed proposal for performance of the work by the CM/GC or an Affiliate or subsidiary of the CM/GC. If required by the District, the CM/GC's proposal to perform the construction Work shall be supported by at least one independent cost estimate prior to the work being included in the Contract.

(n) Unsuccessful Subcontractor Briefing. ORS 279C.337(3)(e) is designed to allow a subcontractor who was not selected by the CM/GC to perform a particular element of the construction Work to obtain specific information from the CM/GC, and meet with the CM/GC to discuss the subcontractor qualification and selection process involved and the CM/GC's subcontractor selection decisions, in order to better understand why the subcontractor was not successful in being selected to perform the particular element of the work and to improve the subcontractor's substantive qualifications or the subcontractor's methods in competing for elements of the work for the particular project involved, or for future projects. The briefing meetings may be held with individual subcontractors or, if the subcontractors agree, in groups of subcontractors, with those groups established by bid package or other designation agreed to by the contracting agency and the CM/GC. Nevertheless, the CM/GC is not obligated to provide this briefing opportunity unless the CM/GC receives a written request from a subcontractor to discuss the subcontractor qualification and selection process involved. Unless the District and the CM/GC agree on a different schedule, the CM/GC Contract should include provisions:

(A) Allowing a subcontractor 60 days from the CM/GC's notice of award of a subcontract for a particular Work package to request, in writing, a post-selection meeting with the CM/GC under this section; and

(B) Requiring the CM/GC to set a meeting with the subcontractor under this section within 45 days of the subcontractor's written request.

(o) Performance and Payment Bonds. Provided no construction Work is included with the preconstruction services to be performed under the initial form of the CM/GC Contract, no performance bond or payment bond is required to be provided by the CM/GC at the time of Contract signing, consistent with ORS 279C.380. Once construction Work is included in the Contract and authorized by the District to be performed by the CM/GC, however, the CM/GC shall provide a performance bond and payment bond each in the full amount of any Early Work to be performed by the CM/GC, or the full amount of the GMP, fixed Contract price or other maximum Contract Price, as applicable. Furthermore, in the event additional Early Work is added to the CM/GC Contract after the initial Early Work or in the event an amendment to the CM/GC Contract is made so that the GMP, fixed price or other maximum contract price shall be increased, the performance bond and the payment bond shall each be increased in an amount equal to the additional Early Work or the increased GMP, fixed price or other maximum contract price.

(p) Independent Review of CM/GC Performance; Conflicts of Interest. If the District requires independent review, monitoring, inspection or other oversight of a CM/GC's performance of pre-construction Personal services, construction Work or both pre-construction Personal services and construction Work, the District shall obtain those independent review services from a Contractor independent of the CM/GC, the CM/GC's Affiliates and the CM/GC's Subcontractors, pursuant to the requirements of ORS 279C.307. However, ORS 279C.307 does not prohibit the following:

(A) The CM/GC's performance of both pre-construction Personal services and construction Work that are included within the definition of CM/GC services, consistent with ORS 279C.307(2); or

(B) The CM/GC's performance of internal quality control services, quality assurance services or other internal peer review of CM/GC work product that is intended to confirm the CM/GC's performance of the CM/GC Contract according to its terms.

(q) Socio-Economic Programs. The Contract shall clearly identify conditions relating to any required socio-economic programs (such as Affirmative Action or Prison Inmate Labor Programs), including the manner in which such programs affect the CM/GC's subcontracting requirements, the enforcement mechanisms available, and the respective responsibilities of the CM/GC and the District.

CONTRACT PROVISIONS

PPS 49-0800 Required Contract Clauses

Except as provided by PPS 49-0150 and 49-0160, the District shall include in all Solicitation Documents for Public Improvement Contracts all of the ORS 279C-required Contract clauses, as set forth in the checklist contained in PPS 49-0200(1)(c) regarding Solicitation Documents. The following series of rules provides further guidance regarding particular Public Contract provisions.

PPS 49-0810 Waiver of Delay Damages Against Public Policy

The District shall not place any provision in a Public Improvement Contract purporting to waive, release, or extinguish the rights of a Contractor to damages resulting from the District's unreasonable delay in performing the Contract. However, Contract provisions requiring notice of delay, providing for alternative dispute resolution such as arbitration (where allowable) or mediation, providing other procedures for settling contract disputes, or providing for reasonable liquidated damages are permissible.

PPS 49-0815 BOLI Public Works Bond

Pursuant to ORS 279C.830(2), the specifications for every Public Works Contract shall contain a provision stating that the Contractor and every subcontractor shall have a Public Works bond filed with the

Construction Contractors Board before starting Work on the project, unless otherwise exempt. This bond is in addition to performance bond and payment bond requirements. See BOLI rule at OAR 839-025-0015.

PPS 49-0820 Retainage

(1) Withholding of Retainage. The District shall not retain an amount in excess of 5 percent of the Contract Price for Work completed. If the Contractor has performed at least 50 percent of the Contract Work and is progressing satisfactorily, upon the Contractor's submission of written application containing the surety's written approval, the District may, in its discretion, reduce or eliminate Retainage on any remaining progress payments. The District shall respond in writing to all such applications within a reasonable time. When the Contract Work is 97½ percent completed, the District may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the remaining unperformed Contract Work. The District may at any time reinstate Retainage. Retainage shall be included in the final payment of the Contract Price.

(2) Form of Retainage. Unless the District finds in writing that accepting a bond or instrument described in section (2)(a) or (2)(b) of this rule poses an extraordinary risk that is not typically associated with the bond or instrument, the District, in lieu of withholding moneys from payment, shall accept from a Contractor:

(a) Bonds, securities, or other instruments that are deposited and accepted as provided in section (4)(a) of this rule; or

(b) A surety bond deposited as provided in section (4)(b) of this rule.

(3) Deposit in Interest-Bearing Accounts. Upon request of the Contractor, the District shall deposit cash Retainage in an interest-bearing account in a bank, savings bank, trust company, or savings association, for the benefit of the District. Earnings on such account shall accrue to the Contractor. The District shall establish the account through the State Treasurer.

(4) Alternatives to Cash Retainage. In lieu of cash Retainage to be held by the District, the Contractor may substitute one of the following:

(a) Deposit of bonds, securities, or other instruments.

(A) The Contractor may deposit bonds, securities, or other instruments with the District or in any bank or trust company to be held for the benefit of the District. If the District accepts the deposit, the District shall reduce the cash Retainage by an amount equal to the value of the bonds and securities, and reimburse the excess to the Contractor.

(B) Bonds, securities, or other instruments deposited or acquired in lieu of cash Retainage shall be of a character approved by the District, including, but not limited to:

(i) Bills, certificates, notes, or bonds of the United States.

(ii) Other obligations of the United States or agencies of the United States.

(iii) Obligations of a corporation wholly owned by the federal government.

(iv) Indebtedness of the Federal National Mortgage Association.

(v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.

(vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

(C) Upon the District's determination that all requirements for the protection of the District's interests have been fulfilled, it shall release to the Contractor all bonds and securities deposited in lieu of Retainage.

(b) Deposit of Surety Bond. The District, at its discretion, may allow the Contractor to deposit a surety bond in a form acceptable to the District in lieu of all or a portion of funds retained or to be retained. A Contractor depositing such a bond shall accept surety bonds from its subcontractors and suppliers in lieu of Retainage. In such cases, Retainage shall be reduced by an amount equal to the value of the bond, and the excess shall be reimbursed.

(5) Recovery of Costs. The District may recover from the Contractor all costs incurred in the proper handling of Retainage by reduction of the final payment.

(6) Additional Retainage When Certified Payroll Statements Not Filed. Pursuant to ORS 279C.845(7), if a Contractor is required to file certified payroll statements and fails to do so, the District shall retain 25 percent of any amount earned by the Contractor on a Public Works Contract until the Contractor has filed such statements with the District. The District shall pay the Contractor the amount retained under this provision within 14 days after the Contractor files the certified statements, regardless of whether a subcontractor has filed such statements (but see ORS 279C.845(1) regarding the requirement for both Contractors and subcontractors to file certified statements with the District). See BOLI rule at OAR 839-025-0010.

PPS 49-0830 Contractor Progress Payments

(1) Request for Progress Payments. Each month the Contractor shall submit to the District their written request for a progress payment based on an estimated percentage of Contract completion. At the District's discretion, this request may also include the value of material to be incorporated in the completed Work, which has been delivered to the premises and appropriately stored. The sum of these estimates is referred to as the "value of completed Work." With these estimates as a base, the District shall make a progress payment to the Contractor, which shall be equal to:

(a) The value of completed Work;

(b) Less those amounts that have been previously paid;

(c) Less other amounts that may be deductible or owing and due to the District for any cause; and

(d) Less the appropriate amount of Retainage.

(2) Progress Payments Do Not Mean Acceptance of work. Progress payments shall not be construed as an acceptance or approval of any part of the work, and shall not relieve the Contractor of responsibility for defective workmanship or material.

PPS 49-0840 Interest

(1) Prompt Payment Policy. The District shall pay promptly all payments due and owing to the Contractor on Contracts for Public Improvements.

(2) Interest on Progress Payments. Late payment interest shall begin to accrue on payments due and owing on the earlier of 30 days after receipt of invoice or 15 days after District approval of payment (the "Progress Payment Due Date"). The interest rate shall equal three times the discount rate on 90-day commercial paper in effect on the Progress Payment Due Date at the Federal Reserve Bank in the Federal Reserve District that includes Oregon, up to a maximum rate of 30 percent.

(3) Interest on Final Payment. Final payment on the Contract Price, including Retainage, shall be due and owing no later than 30 days after Contract completion and acceptance of the work. Late-payment interest on such final payment shall thereafter accrue at the rate of one and one-half percent per month until paid.

(4) Settlement or Judgment Interest. In the event of a dispute as to compensation due a Contractor for Work performed, upon settlement or judgment in favor of the Contractor, interest on the amount of the settlement or judgment shall be added to, and not made part of, the settlement or judgment. Such interest, at

the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon, shall accrue from the later of the Progress Payment Due Date, or 30 days after the Contractor submitted a claim for payment to the District in writing or otherwise in accordance with the Contract requirements.

PPS 49-0850 Final Inspection

(1) Notification of Completion; Inspection. The Contractor shall notify the District in writing when the Contractor considers the Contract Work completed. Within 15 days of receiving the Contractor's notice, the District shall inspect the project and project records, and will either accept the work or notify the Contractor of remaining Work to be performed.

(2) Acknowledgment of Acceptance. When the District finds that all Work required under the Contract has been completed satisfactorily, the District shall acknowledge acceptance of the work in writing.

PPS 49-0860 Public Works Contracts

(1) Generally. ORS 279C.800 to 279C.870 regulates Public Works Contracts, as defined in ORS 279C.800(6), and requirements for payment of prevailing wage rates. Also see the administrative rules of the Bureau of Labor and Industries (BOLI) at OAR Chapter 839.

(2) Required Contract Conditions. As detailed in the above statutes and rules, every Public Works Contract shall contain the following provisions:

- **(a)** District authority to pay certain unpaid claims and charge such amounts to Contractors, as set forth in ORS 279C.515(1).
- **(b)** Maximum hours of labor and overtime, as set forth in ORS 279C.520(1).
- **(c)** Employer notice to employees of hours and days that employees may be required to Work, as set forth in ORS 279C.520(2).
- **(d)** Contractor-required payments for certain services related to sickness or injury, as set forth in ORS 279C.530.
- **(e)** A requirement for payment of prevailing rate of wage, as set forth in ORS 279C.830(1). If both state and federal prevailing rates of wage apply, the contract and every subcontract shall provide that all workers shall be paid the higher of the applicable state or federal prevailing rate of wage.
- **(f)** A requirement for filing a public works bond by the contractor and every subcontractor, as set forth in ORS 279(C).830(2).

(3) Requirements for Specifications. The specifications for every Public Works Contract, consisting of the procurement package (such as the project Manual, bid or proposal booklets, Request for quotes, or similar procurement specifications), shall contain the following provisions:

- **(a)** The state prevailing rate of wage, and, if applicable, the federal prevailing rate of wage, as required by ORS 279C.830(1)(a):
  - **(A)** Physically contained within or attached to hard copies of procurement specifications;
  - **(B)** Included by a statement incorporating the applicable wage rate publication into the specifications by reference in compliance with OAR 839-025-0020; or
  - **(C)** When the rates are available electronically or by Internet access, the rates may be incorporated into the specifications by referring to the rates and providing adequate information on how to access them in compliance with OAR 839-025-0020.

(b) If both state and federal prevailing rates of wage apply, a requirement that the Contractor shall pay the higher of the applicable state or federal prevailing rate of way to all workers. See BOLI rules at OAR 839-025-0020 and-0035.

(c) A requirement for filing a public works bond by the Contractor and every subcontractor, as set forth in ORS 279C.830(2).

PPS 49-0870 Specifications; Brand Name Products

(1) Generally. The District's Solicitation Document shall not expressly or implicitly require any product by brand name or mark, nor shall it require the product of any particular manufacturer or seller, except pursuant to an exemption granted under ORS 279C.345(2).

(2) Equivalents. The District may identify products by Brand Names as long as the following language: "approved equal," "or equal," "approved equivalent," or "equivalent," or similar language is included in the Solicitation Document. The District shall determine, in its sole discretion, whether an Offeror's alternate product is "equal" or "equivalent."

(3) Product Exemption. The Superintendent is delegated the authority to exempt products from the prohibition in section (1) of this rule, pursuant to ORS 279C.345(2), upon any of the following written findings:

(a) It is unlikely that the exemption will encourage favoritism in the awarding of Public Improvement Contracts or substantially diminish competition for Public Improvement Contracts;

(b) The specification of a product by Brand Name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the District;

(c) There is only one manufacturer or seller of the product of the quality required; or

(d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

PPS 49-0880 Records Maintenance; Right to Audit Records

(1) Records Maintenance; Access. Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document (i) their performance, and (ii) any claims arising from or relating to their performance under a Public Contract. Contractors and subcontractors shall make all records pertaining to their performance and any claims under a Contract (the books, fiscal records, and all other records, hereafter referred to as "Records") accessible to the District at reasonable times and places, whether or not litigation has been filed as to such claims.

(2) Inspection and Audit. The District may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the Records of any Person that has submitted cost or pricing data according to the terms of a Contract to the extent that the Records relate to such cost or pricing data. If the Person shall provide cost or pricing data under a Contract, the Person shall maintain such Records that relate to the cost or pricing data for three years from the date of final payment under the Contract, unless a shorter period is otherwise authorized in writing.

(3) Records Inspection; Contract Audit. The District and its authorized representatives shall be entitled to inspect, examine, copy, and audit any Contractor's or subcontractor's Records, as provided in section (1) of this rule. The Contractor and subcontractor shall maintain the Records and keep the Records accessible and available at reasonable times and places for a minimum period of three years from the date of final payment under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy, or litigation arising out of or related to the Contract, whichever date is later, unless a shorter period is otherwise authorized in writing.

PPS 49-0890 District Payment for Unpaid Labor or Supplies

(1) Contract Incomplete. If the Contract is still in force, the District may, in accordance with ORS 279C.515(1), pay a valid claim to the Person furnishing the labor or services, and charge the amount against payments due or to become due to the Contractor under the Contract. If the District chooses to make such a payment as provided in ORS 279C.515(1), the Contractor and the Contractor's surety shall not be relieved from liability for unpaid claims.

(2) Contract Completed. If the Contract has been completed and all funds disbursed to the prime Contractor, all claims shall be referred to the Contractor's surety for resolution. The District shall not make payments to subcontractors or suppliers for Work already paid for by the District.

PPS 49-0900 Contract Suspension; Termination Procedures

(1) Suspension of work. In the event the District suspends performance of work for any reason considered by the District to be in the public interest other than a labor dispute, the Contractor shall be entitled to a reasonable extension of Contract time and to reasonable compensation for all costs, including a reasonable allowance for related overhead, incurred by the Contractor as a result of the suspension.

(2) Termination of Contract by Mutual Agreement for Reasons Other Than Default.

(a) Reasons for termination. The parties may agree to terminate the Contract or a divisible portion thereof if:

(A) The District suspends Work under the Contract for any reason considered to be in the public interest (other than a labor dispute, or any judicial proceeding relating to the work filed to resolve a labor dispute); and

(B) Circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

(b) Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section (2), the District shall pay the Contractor a reasonable amount of compensation for preparatory Work completed, and for costs and expenses arising out of termination. The District shall also pay for all Work completed based on the Contract Price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of Contract completed. No claim for loss of anticipated profits will be allowed.

(3) Public Interest Termination by the District. The District may include in its Contracts terms detailing the circumstances under which the Contractor shall be entitled to compensation as a matter of right in the event the District unilaterally terminates the Contract for any reason considered by the District to be in the public interest.

(4) Responsibility for Completed Work. Termination of the Contract or a divisible portion thereof pursuant to this rule shall not relieve either the Contractor or its surety of liability for claims arising out of the work performed.

(5) Remedies Cumulative. The District may, at its discretion, avail itself of any or all rights or remedies set forth in these rules, in the Contract, or available at law or in equity.

CONTRACT AMENDMENTS AND CHANGE ORDERS

PPS 49-0910 Public Improvement Contract Amendments and Changes to the Work

(1) Definitions for Rule. As used in this rule with regard to Public Improvement Contracts:

(a) "Amendment" means a written modification to the terms and conditions of a Public Improvement Contract, other than by Changes to the work, within the general scope of the original procurement that requires mutual agreement between the District and the Contractor.

(b) **"Changes to the work"** means a mutually agreed-upon change order, or a construction change directive or other written order issued by the District or its authorized representatives to the Contractor requiring a Change in the work within the general scope of a Public Improvement Contract and issued under its Changes provisions in administering the Contract and, if applicable, adjusting the Contract Price or Contract time for the Changed Work.

(2) Change Orders. Changes to the work are anticipated in construction and, accordingly, the District shall include Change provisions in all Public Improvement Contracts that detail the scope of the Changes clause, provide pricing mechanisms, authorize the District or its authorized representative(s) to issue Changes to the work, and provide a procedure for addressing Contractor claims for additional time or compensation. When Changes to the work are agreed to or issued consistent with the Contract's Changes provisions, they are not considered to be new procurements, and an exemption from competitive Bidding is not required for their issuance by the District. Change orders that are approved pursuant to the terms of a construction contract are not subject to the contract amendment procedures of these rules except as provided in Subsection 5 of this section.

(3) Change Order Authority. The District may establish internal limitations and delegations for authorizing Changes to the work, including dollar limitations. Dollar limitations on Changes to the work are not set by these rules, but such Changes are limited by the above definition of that term.

(4) Contract Amendments. Public Improvement Contract amendments within the general scope of the original procurement are not considered to be new procurements, and an exemption from competitive Bidding is not required in order to add components or phases of work specified in or reasonably implied from the Solicitation Document. Amendments to a Public Improvement Contract may be made only when:

(a) They are within the general scope of the original procurement;

(b) The field of competition and Contractor selection would not likely have been affected by the Contract modification. Factors to be considered in making that determination include similarities in Work, project site, relative dollar values, differences in risk allocation, and whether the original procurement was accomplished through competitive Bidding, competitive Proposals, competitive quotes, sole-source, or Emergency Contract;

(c) In the case of a Contract obtained under an Alternative Contracting Method, any additional Work was specified or reasonably implied within the findings supporting the competitive Bidding exemption; and

(d) The amendment is made consistent with this rule and other applicable legal requirements.

~~**(5) Reporting Requirement for Amendments/Change Orders That Exceed 125 Percent of Original Contract Price**.~~

(e) ~~A Contract Amendment or Change Order or cumulative Contract Amendments or Change Orders that increase the total Contract Price to greater than 125 percent of the original Contract Price shall be reported to the School Board, except in any of the following circumstances:~~

~~**(D)** The Original Contract Price does not exceed $500,000.~~

~~**(E)** The Superintendent determines that the Amendment, additional scope, or alternative work was contemplated in the original procurement and provided for in the original Contract, and the School Board previously approved the entire scope and/or maximum renewal terms. (Examples include a solicitation and contract that provides for renewal or extension for subsequent terms or a contract that specifically allows for alternates or additional work.)~~

~~**(F)** Where a CM/GC or Design/Build Contract authorizes Early Work Amendments and requires execution of the GMP amendment to establish the total Contract Price, the GMP amendment shall establish the "Original Contract Price" for purposes of this Rule.~~

(f) ~~Contracts subject to the reporting requirement under this Rule shall be reported to the School Board a second time if subsequent Amendments or Change Orders increase the total Contract Price to greater than 150 percent of the original Contract Price.~~

(g) ~~Contracts subject to the reporting requirement under this Rule shall be reported to the Board at the next regular business meeting of the Board following approval of the amendment or change triggering the reporting requirement. The report shall include an explanation of the basis for the amendment or change order.~~

END OF DIVISION

RESOLUTION No. 7258

Expenditure Contracts that Exceed $150,000 for Delegation of Authority

RECITAL

Portland Public Schools ("District") Public Contracting Rules PPS-45-0200 ("Authority to Approve District Contracts; Delegation of Authority to Superintendent") requires the Board of Education ("Board") enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds $150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Office of General Counsel Network	3/11/2026 Through 6/30/2027	Legal Services LS 97579	Legal services for continuity of service	$180,000	S. Toncray Fund: 101 Dept: 5460	WBE

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source
BH Photo	3/11/2026 Through 9/30/2028 Option to renew through 9/30/2030	Region 4 Education Service Center COA 97549	Provides photo, video, and pro audio supplies on an as-needed basis via PPS Private Marketplace.	$400,000	M. Morrison Funding Source Varies

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 7259

Revenue Contracts that Exceed $150,000 for Delegation of Authority

RECITAL

Portland Public Schools ("District") Public Contracting Rules PPS-45-0200 ("Authority to Approve District Contracts; Delegation of Authority to Superintendent") requires the Board of Education ("Board") enter into contracts, except as otherwise expressly authorized. Contracts exceeding $150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source
Procedeo, LLC	2/23/2026 Through 2/28/2029	Lease Agreement / Revenue LA/R 97611	Lease agreement for space in 1 North Building	$197,162.43	J. Franco

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments to Existing Revenue Contracts

Resolution No. 7260

Resolution to Appoint Student Representative to a Portland Public Schools Board of Education Committee

RECITALS

A. The Portland Public Schools Board of Education Policy 1.20.014-P Board Committees authorizes Board committees to appoint, subject to Board approval, advisory members from the student body or community in order to obtain internal and external stakeholder input; and to determine the length of term for such advisory members.

B. Policy 1.20.014-P also states that advisory members may not be counted toward quorum requirements and may not vote on recommendations made to the Board.

C. Additionally, 1.20.012-P Student Representative and District Student Council Policy states that the Student Representative shall present opportunities to members of the District Student Council (DSC) to advise Board and District committees and task forces on issues of significance to the DSC and to Portland Public Schools students.

D. The Portland Public Schools Board of Education values student voice and seeks to strengthen student voice and engagement in the work of Board committees by appointing a Student Representative member from the District Student Council.

RESOLVED

The Portland Public Schools Board of Education hereby appoints Alexander Olbeter, District Student Council Representative, to serve as a student advisory member on the Board of Education Facilities Improvement and Oversight Committee through June 30, 2026

RESOLUTION No. 7261

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for the dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.

RESOLUTION No. 7262

Contract Extension for Teachers

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the employment contracts of the contract teachers listed below be extended.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby extends the employment contracts of the following persons until June 2028, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Aaker	Daniel
Aaron	Alana
Aaron	Olufemi
Abbott	Danielle
Abel	Abigail
Abel	Tivon
Abney	Kandice
Abusiewiez	Leah
Accuardi	Nicole
Aceves	Anthony
Aceves	Lisa
Ackerman-Harvie	Adrian
Acuna	Miguel
Acuna-Lujan	Richard
Adams	Lisa
Adams	Ramey
Adams	Sadie
Adams-Brown	Christina
Adamski	Debra
Adana	Camille
Adkisson	Daniel
Afenegus	Biniam
Afryl	Marni
Agre	Ashley
Aguilar	Fredy
Aguirre	Rodrigo
Ahern	Sean
Ajjarapu	Elijah
Akin	Kayoko
Aksay	Evin
Al Faiz	Miriam
Alabarca	Erika

Albright	Rebecca
Alderman	Amy
Alekel	Carly
Alex	Lindsay
Alfrey	Alivia
Allen	Hanna
Allen	Maleka
Allen	Noelle
Allen	Quiana
Allen	Thomas
Almazan-Lopez	Oscar
Almeida	Richard
Alonso	Amanda
Alonso	Ricardo
AlSuhaimi	Miriam
Altman	Christopher
Alvarez	Francisca
Alvarez	Leticia
Alvarez	Vanessa
Alvarez Ruberte	Jose
Alvstad	Rebecca
Amato	Olga
Amaya-Gonzalez	Berenice
Amundson	David
Andanen	Graham
Anderson	Caryn
Anderson	Celina
Anderson	Haley
Anderson	Jeffrey
Anderson	Katharine
Anderson	Kent
Anderson	Kimberly
Anderson-Rubin	Heidi
Anello	Heather
Angell	Amy
Anglada-Cordero	Pedro
Angulo	Caitlyn
Anishchenko	Natalia
Annen	Megan
Ansara-Henderson	Nicole
Ansell	Aram

Aquino	Emmanuel
Arce	Denley Michael
Archer	Megan
Ardila Vega	Maira Alejandra
Arellano	Rosario
Arias	Adora
Arias	Bianca
Arias	Erin
Arias	Laura
Armgardt	Emily
Armstrong	Jami
Arney	Jessica
Arras	Katrina
Arthur	Laura
Arthurs	Erica
Arze Torres Goitia	Camila
Asare	Alexis
Askari-Tamu	Malaika
Atagabe	Beth
Atkinson	Sarah
Aubrecht	William
Aubry	Dominique
Aucutt	Christina
Auda-Capel	Laurel
Audel	Steffanie
Aung	Myat
Austrie	Amanda
Avila	Chloe
Avila	Obdulia
Avila	Yudy
Avison	James
Awo	Hafsa
Axon	Laura
Axtman	Lisa
Ayala	Kelly
Ayala	Lauren
Aye	Stacie
Azzaro-Budak	Gina
Baca	Carlos
Bach	Robert

Backer	Ella
Backner	William
Bacon	Annette
Bae	SeungJin
Baez Hernandez	Selene
Baier	Brian
Baier	Kellie
Baik	Jessica
Bailey	Kathryn
Bailey	Torrey
Baker	Courtney
Baker	Katherine
Baker	Kimberly
Bakker-Gbordzoe	Zoe
Baldauf-Wilcox	Suzanna
Baley	Tatiana
Ballman	Joseph
Bamer	Jennifer
Bander	Adam
Bangura	Carrie
Bannon	Kelly
Barajas	Monica
Barber	Ricardo
Bardeschewski	Andrew
Barlow	Rebecca
Barnes	Brian
Barnes	Dereck
Barnes	Julie
Barnes	Sharon
Barnett	Henry
Barnhardt	Alana
Barnhart	Lydia
Barrentine	Scott
Barron	Christian
Barrow Strange	Kealy
Barry	Patricia
Barry	Sean
Bartlett	Casey
Bartlett	Jacqueline
Bartlo	Christopher

Bartos	Kari
Bass	Kori
Bassaloff	Kristin
Batchelor	Laura
Batsch	Jennifer
Batten	Sarah
Battison	Maximillian
Battle	Lynda
Bauer	Michael
Baxter	Jarryd
Bayne	Kerry
Beals	Carmen
Bean	Andrea
Bearre	Benjamin
Beck	John
Beck	Nathan
Beck	Sara
Beckler	David
Beeler	Natasha
Belcher	Rachel
Belknap	Rebecca
Beltz	Lillian
BenAziz	Randa
Bengtson	Erik
Benner	Gretchen
Bennett	Emilie
Bennett	Jennifer
Bennett	Katherine
Bennett	Kenneth
Bennett	Michael
Bennett	Neressa
Bennett	Remy
Bennon	Brady
Benny Leo	Cara
Benoit	Hilary
Benson	Mikael
Berg	Marta
Bergren-Dizon	Greta
Berkowitz	Marcy
Berman Beeck	Sydney
Bernardo	Anna
Berning	Carolyn

Bernt	Michelle
Berryman	Kendra
Berten	Anne
Bertolone-Logan	Carla
Bessas	Soumountha
Best	Duane
Best	May
Bestor	Sarah
Bettinger	Cory
Bevan	Ashley
Bewley	Travis
Biagini	Beth
Bibb	Rumi
Bibo	Cassidy
Bickford	Jessica
Bidney	Jacqueline
Biehl	Gina
Biello	Gena
Bielman	Candice
Bingham	Tracy
Biornstad	Kaoru
Birt	Laura
Bishop	Bella
Bishop	Sylvie
Bitzer	Mary
Blackford	Elicia
Blackwood	Charlie
Blair	Chelsea
Blake	Michael
Blakemore	Amanda
Blanton	Kristina
Blattner	Julia
Blechman	Nicholas
Blei	Jessica
Blevins	Scott
Bliss	Kim
Bloch	Andrea
Block	Abby
Blocker	Bradley
Bloemink	Bastiaan
Bloom	Lisa
Blount	Melissa

Blue	Bobi
Blum	Carolyn
Blumhardt-Braga	Tammy
Boardman	Rosemary
Bockelman	Samara
Boehm	Andrew
Bogdanoff	Rachel
Bokoske	Mary
Bolden	Kawanna
Boldman	Emily
Bolgioni	Dawn
Bolich	Amanda
Bonetti	Gary
Bonhomme	Kendra
Bonilla	Angela
Bookman	Emily
Bordioug	Olessia
Bordwell	Holly
Borean	Jacqueline
Bossard	Maureen
Bostick	Jessica
Bostwick	Lindsey
Bottman	Tereza
Bowe	Elizabeth
Bowen	Eric
Boyd	Christine
Boyd	Heather
Boyea	Kathryn
Boyeas	Megan
Boyer	Matthew
Braaten	Leslie
Bradach	Daniel
Bradley	Amber
Braia	Anne
Brandt-Lazar	Matthew
Branham	Tara
Brant	Mary
Braun	Christina
Breaker	Jason
Breaux	Laura
Brennan	Caitlin
Brennan	Rhonda

Brenner	Conni
Brent	Rachel
Brewer	Brittanie
Brey	Taylor
Bridges	Keixa
Brilman	Larissa
Brinks-Detzer	Harmony
Brinton-Anderson	Kristina
Brisbee	Emily
Brislin	Jeffrey
Broadwell	Emily
Brockmann	Jennifer
Brockway	Shannon
Broderick	Sarah
Brooks	Ashlee
Brooks	Nora
Brooks	Yulia
Brown	Alec
Brown	Amber
Brown	Christina
Brown	Cole
Brown	Gabriel
Brown	Hillary
Brown	Kayleigh
Brown	Kristin
Brown	Sahjo
Brown	Tara
Brown	Tracey
Brucato	Kurt
Bruce	Tina
Bruer	Ilsa
Brunak	Eugene
Brunson	Mary
Bryan	Martha
Bryant-Capellas	Alexa
Bryson	Ronette
Bubl	Paul
Buchanan	Jennifer
Buchanan	Kristin
Bucknam	Jessica
Buckwald	Alex

Buehler	Christopher
Buell	Alexis
Buelow	Elizabeth
Buhler	Kristen
Bui	Huy
Bui	Van Anh
Bullard	Laura
Bullock	Treothe
Bulow	Annelies
Bund	Wayne
Bundu-Kamara	Isata
Bundy	Elizabeth
Burchell	Cain
Burger	Erica
Burgess	Jill
Burgess	LeeAnne
Burke	Brandon
Burke	Erin
Burke	Rosario
Burkhead	Gregory
Burmester	David
Burnham	Blaine
Burns	Bradi
Burny	Alana
Burton	Mandy
Bush	Elsa
Bush	Kevin
Bussey	Dana
Butcher	Bryan
Buted	Micaiah
Butenhoff	Trevor
Button	Ann
Buvinger-Wild	Gabrielle
Byer	Aaron
Byers	Colton
Byrkit	Margaret
Byrne	Michela
Cady Russell	Michael
Cahill	Kelly
Cain	ShaShuna
Calderon	Adrian
Caldwell	Benjamin

Caldwell	Nicholas
Caleal	Katherine
Calley	Katherine
Callis	Paul
Camacho	Rhianna
Camelio	Natalie
Cameron Miller	Bradleigh
Camp	Ian
Campanella	Christine
Campbell	Gwen
Campbell	Kara
Campeau	Matthew
Canales	Cassandra
Canales Reyes	Andres
Cancro	Chad
Cannon	Elizabeth
Cano	Raul
Canseco-Gomez	Angelina
Canterberry	Sarah
Capistran	Mayra
Capps	Kali
Carabajal	Melina
Caraboa	Brittney
Caravia-DeGroot	Monica
Cardenas	Kali
Cardwell	Colin
Carlson	Matthew
Carmichael	Tara
Carolan	John
Caron	Ceyriss
Carpenter	Brenda
Carr	Jonathan
Carranza	Duncan
Carranza	Samara
Carrera Padilla	Maricruz
Carrigg	Amanda
Cartagena	Max
Carter	Robert
Cary	Susan
Casciato	Heather

Casey	Allyson
Cash	Colleen
Casillas	Omar
Casper	Hillary
Cassell	Santha
Catabay	Monty
Caton	Christine
Causey	Jayme
Centerwall	Sarah
Cha	Mary
Cha	Richard
Chalich	Lacey
Challender	Matthew
Chamberlain	Rhiannon
Chaney	Heather
Chaplin	Nicole
Chapman	Gaye
Chapman	Katherine
Charlston	Katie
Chase	Richard
Chasse	Loren
Chavez	Alisha
Chedester	Shannon
Chenot	Anne
Chimuku	Denetia
Chou	William
Christensen	Tracy
Christy	Ross
Clark	Andrew
Clark	Jordan
Clark	Kristen
Clark	Lisa
Clark	Molly
Clay	Adam
Cleary	Jennifer
Cleary	Megan
Clegg	Lionel
Clement	Christen
Cleveland	Heather
Close	Amy
Clyde	Chelsea
Coffey	Daniel

Coffman	Lisa
Cohen	Dylan
Cohen	Rebecca
Cohen Glebe	Rose
Coholan	Caroline
Coia	Margaret
Colard-Tyler	Isabelle
Colby	Trask
Coleman	Crystal
Coleman	JoAnna
Coleman	Kendra
Colon	Elizabeth
Condron	Kimberly
Cone	Christina
Conley	Sarah
Connelly	Elisabeth
Connelly	Kyle
Connelly	Meghan
Conner	Emily
Connolly	Kelly
Connolly	Wendy
Connors	Anna
Connors	Rachel
Conroy	Kevin
Cook	Nancy
Cooke	Kyle
Coombs	Jimmy
Cooper	Heather
Cooper	Suzanne
Copacino	Allyson
Corbett	Claire
Corenthal	Michael
Cornet	Lindsay
Cornett	E
Cortinas	Leticia
Corwin	Caryn
Costa	Susan
Coste	Aurel
Costello	Nicole
Cottrell	Allison
Cowley	Leslie
Cowley	Maurice

Coyne	Jennifer
Craft	Selma
Craig-McFarland	Amy
Cranley	Stephanie
Crawford	Debra
Crawford	Jacqueline
Crews	Deborah
Criswell	Erinn
Crock	Vanessa
Cronen	Susanna
Croney	Alyson
Crosby	Valerie
Crosman	Nathaniel
Cross	Shianne
Croteau	Shawn
Crouser	Julie
Crouser	Martin
Crow	Elizabeth
Cuda	Matthew
Cudjoe	Jessica
Cunningham	Jaclyn
Cunningham	Jennifer
Cunningham	Kevin
Cunningham	Molly
Cunningham-Parmeter	Kendall
Curl	Tricia
Curley	Stephen
D'Aurora	Shannon
D'Cruz	Stephanie
Da Rosa	Gladis
Da Rosa	Jeremy
Dagostino	Joseph
Dahl	Ingrid
Dai	Daniel
Daley	Cadie
Dalla Corte	Nancy
Dallaire	Stephanie
Dang	Tina
Daniel	Kristin
Daniell	Zachary
Daniels	Darlene

Daniels	Matthew
Danielson	Andre
Danon	Eva
Danzer	Kellie
Darling	Jessica
Darling-Budner	Rebecca
Date	Brooke
David Ochoa	Rita
Davidson	Amy
Davidson	Elizabeth
Davidson	Lisa
Davis	Elizabeth
Davis	Jessica
Davis	Mary
Davis	Mary Gage
Davis	Stephanie
Dawson	Alexander
Day	Sean
de Boer	Jennifer
de Boer	Katrina
De La Cruz	Tina
De Lagrave	Nicole
De Lara-Vargas	Melissa
Decker	Joshua
Deede	Sara
Dekker	Betsy
Del Buono	Mary Anne
dela Houssaye	Philip
Deland	Anthony
DeLashmutt	Max
Delgado	Deanna
Dell	Jeremy
Delwisch	Meghan
Deming	Chandler
DeMonte	Scott
DeNiro	Meghan
Denison	Emily
Deniston	Nicole
Denlinger	Seth
Denney	Alicia
Dennis	Kathryn
Dennison	Franki

Dennison	Thaddeus
Denton	Charles
Derrickson	Sara
DesCamp	Margaret
DeTurk	Bethany
Devicq	Devon
Dewson	Nichole
Deych	Yulia
Diamond	Kathleen
Diaz	Jessica
Dicker	Ryan
Dickerson	Aaron
Dickerson	Jeremy
Dickinson	Heather
Dickstein	Galen
Diemand-Yauman	Katelyn
Dilg	Kevin
Dillavou	Leslie
Diller	Lynnette
Dillon	Melinda
Dilworth	Kate
DiPasquale	Angela
Dishman	Carolyn
Dixon	Jacqueline
Dixon	Maggie
Do	Janet
Docken	Elizabeth
Dodson	Kirk
Doern	Margie
Doersam	Karen
Doht-Barron	Karlyn
Doiel	Zachary
Doler	Nicole
Dominguez Lopez	Gabriel
Donaldson	Mikaila
Donkers	Paul
Donovan	Stacey
Dorresteyn	Ian
Dorris	Brittany
Doughty	Marlene
Douglass	Martin

Downing	Emma
Downs	Hannah
Doyle	Jessica
Draper	Rachel
Drew	Amy
Drexler	Judith
Droge	Elyssa
Duckwell	James
Dudareva	Elena
Duff	Ryan
Dugan	Christine
Duggan	Andrew
Dulin	Heather
Dunn	Marie
Duong	Don
Duran-Martinez	Josefina
Durant	Erika
Durham	Amy
Durocher	Anna
Dutter	Michael
Dwan	Elizabeth
Dwight	Kelly
Dyer	Brian
Dykman	Bryan
Dysinger	Pamela
Dyste	Sarah
Eames	Carlyn
Early	Elisabeth
Earnest	Carolyn
Eaton	Gerald
Echenique Arduz	Lily
Edgar	Mehera-Rosa
Edington	Linda
Edler	Jennifer
Edwards	DeAngelo
Edwards	Mila
Egan	Theresa
Eichman	Katharine
Eickmeyer	Christina
Eigo	Meghan
Einarsson	Samantha

Eisemann	John
Eisenberg	Rebecca
Ekberg	Calley
Ekelof	Ingela
Eldredge-Burns	Ann
Ellenwood	Benjamin
Eller-Isaacs	Jessica
Elliott	Amanda Jane
Elliott	Susan
Ellsworth	Alison
Elobt	Emilie
Eltagonde	Peaches
Elwell	Donald
Elwer	Aarika
Emenina	Eka
English	Kelly
Engstrom	Christopher
Engstrom	Kristina
Enyeart	Jason
Epifano	Lauren
Epp	Mackenzie
Ereckson	Ezra
Erickson	Kristian
Erickson	Sarah
Erksa	Brian
Esbensen	Thor-Aage
Escalada	Helena
Escovedo	LaPrincea
Espinoza	Renee
Estrada	Brianna
Estrada	Monica
Estrella-Diaz	Arturo
Etcheverry	Natalie
Eustice	Ellen
Evers	Joseph
Eversole	Danielle
Everton	Adrianne
Ewers	Cindy
Extine	Melissa
Fadel	Todd
Fagan	Alexandra
Fain	Brian

Fale	Kelly
Fanning	Michael
Fantz	Travis
Fantz-Sands	Kayla
Farrell	Miki
Fass	Eric
Fast	Jennifer
Fealk	Rachel
Fedorenko	Anna
Feitelberg	Matthew
Fell	Erin
Fellers	Heather
Fenger	Nicholas
Fennema	Brian
Ferguson	Allison
Ferguson	Joseph
Ferguson	Joseph
Ferguson	Leesa
Fernandez	Rebecca
Ferns	Hope
Ferrer Tamayo	Margarita
Feutrier	Meggie
Fields	Frank
Fields	Jennifer
Fig	Nicole
Figueroa	Denesyn
Files	Lauryn
Finamori	Melody
Finch	Benjamin
Finch Contreras	Thomas
Finke	Jennifer
Finley	Aaron
Finnigan	Ruth
Fischer	Jonathon
Fisher	Carolyn
Fisher	Hannah
Fisher	Laura
Fisher	Samantha
Fisher	Samuel
Fitzgerald	Lara
Fitzhenry Juarez	AnnMarie

Flanagan	Claire
Flechas Chaparro	Juliana
Fleegle	Bradley
Fleischman	Katia
Fleming	Julie
Flores	Melody
Flores	Moises
Flores	Samantha
Flores	Sarah
Flores-Herrera	Ivonn
Flowerday	Chadrick
Floyd	Jessica
Floyd	Sherman
Flye	Travis
Fogg	Julia
Foley-Weintraub	Maia
Foltz	Emily
Ford	Joel
Ford	Windy
Foreman	Jessica
Forrest	Sharon
Forsberg	LeAnne
Forsythe	Joshua
Fosik	Kristina
Fossen	Garth
Foster	David
Foster	Emily
Fox	Ami
Foxley	Shannon
Frager	Ariel
Frager	Maureen
Francis	Brad
Francis	Katie
Franklin	Krista
Franks	Chase
Fransen	Jacqueline
Fraser	Denholm
Fraser	Eric
Fraser	Eva
Frazee	Ayn
Frederick	Kathryn

Freeman	Allanah
Freeman	Cheyenne
Freeman	Laura
Freeman	Sierra
Fretel	Pamela
Friedman	Levia
Friend	Adrienne
Frisby	Barry
Frisch	Molly
Frisina	Salvatore
Fritz	Julia
Fronk	Anthony
Fuentes	Lauren
Fujiwara	Adelyn
Fujiwara	Ritsuko
Fuller	James
Fuller	Mary
Furrer-Hatzikos	Patricia
Furtado	Nicolas
Gadbow	Kenneth
Gaede	Adam
Gaiero	Meghan
Galen	Marcus
Gallusser	Megan
Ganey	Gretchen
Gao	Ruiyuan
Garcia	Francisco
Garcia	Greg
Garcia	Lesly
Garcia	Merri
Garcia Arriola	Alfonso
Gardiner	Stephen
Gardner	Alyssa
Gardner	Elizabeth
Gardner	Jesse
Gardner	Natalie
Gardner	Sara
Garvey	Molly
Garza-Cano	Adolfo
Gassner	Sarah
Gavitte	Donald
Gawronski	Peter

Gay	Christina
Gayler	Holly
Gaynor	Sarah
Gebbie	Lindsay
Geiger-Baker	Alicia
Geiszler	Steve
Geller	Kasey
Gellert	Sarah
Gelrod	Lia
Gemperle	Alison
Gentile	Jeff
Geoghegan	Patrick
George	Lourdes
Georgetta	Emma
Georgilas	Nicole
Gerber	Brian
Gerolami	Mark
Gershuny	Jason
Gervais	Breanna
Gervich	Asa
Ghan	Ryan
Giackino-Baisch	Tiffany
Gibson	Neil
Gilbertson	Amelia
Giles	Jason
Gilkey	Nancy
Gill	Darshanpreet
Gilley	Kerry
Gilmore	Melissa
Gilson	Kirey
Gilson	Maria de la Luz
Gintz	Makenzie
Glasgow	Samuel
Goad	Spencer
Godoy	Robin
Goertzen	Heide
Goh	Fong
Goldbloom	Stefanie
Golden	Cedar
Golden	John
Golden	Kathryn

Golden	Whitney
Golden-Fields	Emily
Goldstein	Adam
Goldstein	David
Goldstein	Meagan
Goldstone	Jeremy
Gomes	Kelly
Gomez	Virginia
Gonzales	Steve
Gonzalez	Ana
Gonzalez	Mario
Good	Kaitlin
Goodman	Bich
Goodman	Kala
Goodrich	Saima
Goodwin	Ria
Gordon	Brenda
Gordon	Dawn
Gordon-Koven	Samuel
Gorman	Bronwynn
Gothard	Margarita
Goudiaby	Adama
Gouveia	Paul
Graham	Amanda
Graham	Holly
Graham	Timothy
Grant	Sally
Grassmeyer	Chelsea
Gray	Gina
Gray	Rhonda
Green	Alisha
Green	Amber
Greenberg	Liliana
Greene	Geoffrey
Greenfield	Katherine
Gregerson	Elena
Gretencort	Amy
Gretzinger	Jessica
Griffin	Abigail
Griffin	Kay
Griffin	Luke
Griffith	Jessica

Griffith	Margaret
Grigg	Christopher
Grigori	Cassandra
Grillo	Carolyn
Grillo	Megan
Grimm	Gillian
Grivel	Julien
Grohn	Michela
Gromko	Emily
Groom	Roger
Grosscup	Benjamin
Guin	Margaret
Guitron Commeree	Edith
Gunderson	Mark
Gunn	Sean
Gunther	Natalia
Gunvalson	Stephen
Gustafson	Ian
Gustafson	Maalaea
Gustin	Mitchell
Guth	Jacob
Guthrie	Andrea
Guthrie	Laura
Guthrie	Melanie
Gutierrez	Kathleen
Gutierrez Valiente	Mario
Gutlerner	Jordan
Guzman	Arlene
Haas	Stephanie
Hackman	Marion
Haddon	Blair
Haffenreffer	Moriah
Hagen	Alexandra
Haight	Allison
Hakam	David
Halberg	Brian
Halbig	Rebecca
Hale	Erica
Hale	Erin
Hale	Phillip
Hales	Charlotte

Hall	Brandi
Hall	Johnathan
Hall	Ronda
Hall Rockne	Portia
Hallinan	Sheila
Hallman	Craig
Halpern	Mark
Halvorson	Betsy
Hamler	Adam
Hammel	Marcelle
Hammericksen	Melanie
Hammett	LeeAnn
Hampton	Madelyn
Hanashian	Sophie
Hanawa	Emi
Hanawalt	Joel
Hanawalt	Oona
Hanes	Rachel
Hanlon	Kathryn
Hanna	Skye
Hansen	Amy
Hansen	Audrey
Hansen	Ky
Hanson	Ann
Hara	Sujata
Harbolt	Mary
Hardaway	Michelle
Harding	Karen
Harding	Tara
Hardy	Ashley
Hardy	Sarah
Hargaden	Christina
Hargrave	Amy
Harkness	Devin
Harkness	Edward
Harold-Golden	Stacey
Harper Nimmers	Norelle
Harpster	Clinton
Harrah	Lindsey
Harrelson	Evan
Harrington	Terri
Harris	Gaelle

Harris-Wastradowski	Donna
Harrison	Benjamin
Harrold	Elysia
Harrop	Kelsey
Hartel	Nicholas
Hartfelder	Miles
Hartle	Jennifer
Hartley	William
Hashimoto	James
Haskell	April
Hatzipavlou	Athanasia
Havermann	Kristin
Havner	Keira
Havran	Joanne
Hawk	Rebecca
Hawking	Christopher
Hawkins	Colin
Hawkins	Lauren
Hawksford	Anjanette
Hay	Susan
Hayes	Jessica
Hazard	Paige
Hazen	Alicia
Hazzard	Laurel
Headley	Alice
Heard	Martha
Heath	Derek
Heath	James
Heaton	Jennifer
Hedlund	Karin
Heeney	Kevin
Heggem	Deborah
Hehn	Andrea
Heisler	Mike
Held	Laureen
Heller	Chelsea
Hellis	Jacqueline
Henderson	Alexis
Henderson	Kathryn
Hennessy	Blair
Hennrich	Shannon
Henry	Marissa

Hensley	Emily
Herbage	Jennifer
Herman	Matthew
Hermansen	Rachel
Hermes	Leah
Hernandez	Cesar
Hernandez	Josuee
Hernandez-Solis	Janeth
Hessney	Joseph
Heyerly	Logan
Heywood	Molly
Hidalgo	Elaine
Hidle	Caley
Hieggelke	Jason
Higbee	Keith
Hilbers	Mikalene
Hilbourne	Amber
Hildebrant	Alison
Hildner	Benjamin
Hill	Olivia
Hill	Robert
Hill	Zachary
Hillenberg	Jamie
Hilsen	Rachel
Hilton	Kimberly
Hilyard	Kevin
Himmelstein	Julia
Hinatsu	Melia
Hirata	Marisa
Hirth	Sydney
Hjorth	Mercedes
Hoang	Michael
Hobby	Holly
Hockett	Jacob
Hoda	Stephan
Hoeflein	Andrew
Hoemmen	Caitlin
Hoerauf	Jason
Hoffelt	Andrea
Holben	Melinda
Holcomb	Tara

Holden-Williams	Demetria
Holdren	Caitlin
Holladay	Sailor
Holland	Casey
Holland	Monnica
Holloway	Danielle
Hollyfield-Melz	Jessica
Holsclaw	Dina
Holstein	Kirsten
Holstine	Janice
Holt	Cale
Holt	Meredith
Holt-Seavy	Grady
Homberg	Jamie
Honeyman-Colvin	Katherine
Hood	Angeline
Hook	Ryan
Hooper	Jennifer
Hopkins	Jennifer
Hopson Hicks	Anyika
Hopson-Willis	Chanell
Horner	Martha
Horrigan	Michael
Horton	Elizabeth
Horton	Kyle
Horton	LaTasha
Hoshi	Keiko
Hotchkiss	Luke
Houghton	Mary
Howard	Adrienne
Howard	Branic
Howard	Kaylee
Howard	Kimberly
Howard	Ruth
Howard	Susan
Howdyshell	Jill
Hryncewich	James
Huang	Nuan
Huber	Erica
Huckaba	Dave

Huerta	Hilary
Huerta	Javier
Huerta Murphy	Casandra
Hughes	Jennifer
Hughes	Keri
Hughes	Veronica
Hughes-Bond	Kasey
Hui	Stefanie
Huizar	Ginger
Hull	Megan
Huls	Jessica
Hummel	Addison
Humphrey	Laura
Humphreys	Megan
Hunt	Kyle
Hunt-Warren	Nicole
Hunter	Grace
Hunter	Jesse
Hunter	Kyle
Huntington	Gregory
Huntley	Ian
Hutchison	Jess
Hutsell	Kennedy
Hytowitz	Teresa
Ibrahim	Bashar
Immesoete	Melissa
Incorvia	Jamie
Ingraham	Jessica
Inman-Balanzar	Paula
Interian	Michele
Interian Ucan	Mario
Irikawa	Michael
Irons	Michelle
Irwin	Kristin
Irwin Acosta	Alicia
Ivester	Elizabeth
Iwamoto	Keli
Jablon	Joel
Jablonski	Anna
Jacobs	Kelly
Jacobs	Tina
Jaeger	Haleigh

Jahn	Candace
James	William
Jamesbarry	Anthony
Jamesbarry	Sarah
Jansa	Michael
Jarad	Ruqayya
Jardine	Dawn
Jarvis	Kimberly
Jaynes	David
Jeffery	Julie
Jeffrey-West	James
Jendrzejek	Jessica
Jenkins	Brittney
Jenkins	Jennifer
Jenness	Laura
Jensen	Mercadiez
Jensen	Rachell
Jensen	Sonya
Jeppesen	Paula
Jepson	Lucas
Jett	Wilma
Jeudy	Melanie
Jewel	Sharese
Jewell	Remy
Jin	Anne
Joglekar	Surabhi
Johansson	Eric
Johnsen	Holly
Johnson	Alexis
Johnson	Bradley
Johnson	Daniel
Johnson	Erika
Johnson	Franchesca
Johnson	Justin
Johnson	Katharine
Johnson	Kenneth
Johnson	Melissa
Johnson	Melissa
Johnson	Nicholas
Johnson	Rebecca
Johnson	Sean
Johnson	Thomas

Johnson-Greenough	Noah
Johnson-Medinger	Tara
Johnston	Colleen
Johnstone	Ian
Jonas-Closs	Jacob
Jones	Chelsea
Jones	Hang
Jones	Jessica
Jones	Joshua
Jones	Keith
Jones	Kelly
Jones	Kira
Jordan	Amanda
Joseph	Teri
Joshi	Gillian
Juarez	Katarina
Jue	Meredith
Jugel	Lynn
Kabza	Matthew
Kahn	Meghan
Kaiser	Jeramie
Kaleshnik	Kelly
Kaller	Susan
Kaller	Venus
Kallfelz	Karen
Kaman	Emily
Kamata	Yoshiko
Kane	Ethan
Kane	Teresa
Kangas	Molly
Kanof	Kimberly
Kanz	Holly
Kaplan	Alexandra
Kaplan	David
Kaplan	Molly
Kaplan-Miner	Haven
Kaplin	Gwendolyn
Kapranos	Jaina
Kapranos	Nicholas
Kassouf	Suzanna
Kaufman	Michael

Kauzer	Case
Kavehrad	Christina
Kawasaki	Osamu
Keefer	Debbie
Keeler	Tara
Keene	Carson
Keener	John
Keil	Virginia
Keith	Althea
Keith	Lesley
Kellar	Michele
Keller	Allison
Keller	Damon
Kellermann	Sonia
Kelley	Robert
Kelley	Stephanie
Kelley	Wade
Kellogg	Kelli
Kelly	Heather
Kelso	Shelah
Kemp	James
Kemper	Keska
Kempster	Karen
Kendall	Megan
Kendall	Sheila
Kennedy	Ana
Kennedy	Christopher
Kennedy	David
Kenny	Maureen
Kennybrew	Adam
Kennybrew	Melissa
Kenyon	Kimberly
Keo	Kelly
Kerr	Shawn
Kertesz	Matthew
Kessler	Addy
Ketel	Faith
Keudell	Allyson
Khalsa	Nam Kirn
Khrustalyov	Andriy
Kidder	Maria
Kiernan	Elizabeth

Kilgour	Kevin
Kilkenny	Sarah
Kilmer	Mark
Kilpatrick-White	David
Kim	ReCher
Kimball-Martinez	Brittney
Kimlinger	Lauren
Kincaid	Diana
Kincaid	Matt
Kindred	Megan
King	Andrew
King	Emily
King	Torin
Kinigopoulos	Maria
Kinney	Emily
Kino Harris	Mariko
Kiriazis	Nicole
Kirk	Alexa
Kirk	Karey
Kirkelie	Maia
Kirkpatrick	Julia
Kirsch	Elizabeth
Kirsch-McMaster	Megan
Kittrick	Shannon
Kjome	Kristin
Klein-Wolf	Lisa
Knauss	Ian
Kniser	Timothy
Knoblich	Jeffrey
Knochel	Kate
Knoerzer	Catrina
Knowlton	Aubin
Knutsen	Kristin
Kobak	Jared
Kobs	Lisbeth
Koelbel	Jennifer
Koenig	Misty
Kohn	Sarah
Kolb	Melissa
Kondylis	Katherine

Kordahl	Elin
Korn Becerra	Karin
Kosher	Lisa
Koshy	Elizabeth
Kosmas	Pantelis
Kouchek-Hoseini	Anahita
Kowalski	Amy
Koyama Lane	Tiffany
Kozil	Andrea
Krakow	David
Kray	Shelby
Kreuz	Cameron
Kreuzer	Sara
Krom	Julie
Kugler	Shelby
Kuhlman	Joseph
Kuhlman	Lih
Kuhn	Jennifer
Kulak	Andrew
Kumanchik	Jennifer
Kuntz	Erin
Kurzer	Micah
Kutchinsky	Alon
Kuznetsov	Michael
Kwintner	Jennifer
Kwong	Chelsea
Kyriss	Rachel
Lageson	Tina
Lake	Bea
Lam	Carol
Lamanna	Tina
Lambert	Stephen
Lammert	Lisa
Lamoreaux	Michelle
Lampus	John
Lancaster	Steven
Lancaster	Valoree
Lane	Jeffrey
Lane	Jo
Laney	Joel
Laney	Renee
Langton	Bradley

Lanigan	Alison
Lanners	Eric
Lannigan	Elizabeth
Lannom	Samantha
Lanzas	Cassandre
LaPorte	David
Largo	Abby
Larkin Miller	Jennifer
LaRosa-Peters	Amy
Larriva	Amanda
Larsen	Penelope
Larson	Carl
Larson	Jamie
Lathrop	Fei
Laurence	Drew
Laurent	Stephen
Lauretti	Leslie
Law	Duncan
Law	Elayne
Law	Iris
Lawhon	Kevin
Lawler	Beth
Lawrence	Tracy
Le	Thuy-Linh
Le Chevallier	Grace
Le-Hui	Van Anh
Leahy	Dianne
Leatham	Cory
LeDoux-Leos	Sheree
Lee	Aaron
Lee	Jennifer
Lee	Min
Lee	Sarah
Lee	Sitti
Leech	Andrea
Leeman	Dylan
LeeWehage	Elizabeth
Lefere	Karen
Lefor	Bridget
Lehman	Samuel
Leishman	Rosalie
Leitch	Sarabeth

LeMay	Adrianne
Lemen	Elizabeth
LeMeune	Kieran
Lemma	Laura
Lendo	Nicole
Lenon	Alexander
Leon Moreno	Karen
Leong	Verna
Lepore	Melinda
Lepp	Adina
Leslie	Natalie
Lesniak	Melissa
Levine	Eric
Levine	Nina
Lewis	Grace
Lewis	Jack
Lewis	Kari
Lewis	Matthew
Lewis	Sarah
Liao	Karen
Licurse	Anne
Lieberman	Lori
Liesinger	Madison
Liggio	Stephen
Lightbourne-Maynard	Susannah-Jean
Lile	Amy
Limb	Daniel
Lin	Yuzhen
Linah	Sai
Lind	Patrick
Lindstrom	Kari
Lingenfelter	Jessica
Lingo	Rosalie
Lipson	Andrew
Lipson	Dana
Lisensky	Laura
Liu	Ye
Livengood	Elysia
Livesay	Kimberly
Livingood	Ashley
Lloyd-Knox McDonald	Kendra

Locarno	Jenny
Locascio	Kevin
Locke	Britni
Lockett	Christina
Lodore	Christopher
Loebs	Jennifer
Lofquist	Eric
Logan	Cheri
Lommen	Hannah
London Tinsel	Jamin
Longanecker	Kayla
Longfellow	Jay
Longstreet	Cori
Longstreth	Katharine
Looney	Liberty
Lopez	Alodie
Lopez	Ashley
Lorenzo Vento	Arien
Losoya	Jose
Lossner	Christi
Loupe	Kristin
Love	Elise
Loveland	Jennifer
Loveless	Timothy
Lowe	Chrysann
Lowery	Anthony
Lozano	Mehira
Luboff	Alexander
Lundgren	Nicole
Luria	Alexandra
Luther	Erika
Lyerla	Jessica
Lyle	Jamie
Lyons	Pamela
Mabry	Mellissa
Mac	Frank
MacDicken	Derek
MacDonald	Rachel
Macdonald	Stephanie
Maceo	Jorge
Machado	Michele
Machuca	Eliana

Mack	Catherine
Mackaness	Kate
Mackenzie	Lyndsey
MacKinnon	Amy
Macklin	William
MacMillan	Connor
MacNeill	Marla
Macy-Gustafson	Ericka
Madden	Peter
Maddy	Courtney
Madrid	Fernando
Maestas	Marlena
Mafara	Kathleen
Mafchir	Anna
Magee	Mackenzie
Magee-Jenks	Patrick
Mahony	Erin
Mahrt	Alexandra
Mahurin	Michael
Maier	Christine
Maier	Elizabeth
Mainwaring	Julie
Mak	Korey
Makowski	Rayne
Maletz	Abraham
Mandell	Doug
Manian	Mark
Mankowski	Heather
Mann	Kathrine
Mann	Robyn
Manson	Wesley
Mansour	Michael
March	Ayako
Marchello	Rustin
Marchyok	Matthew
Margerum	Amanda
Margolis	Jason
Mariano	Krystal
Marienburg	Nicole
Markewitz	Emily
Markey	Maureen
Markovich	Elizabeth

Marquardt	Kevin
Marquardt	Serena
Marquis	Carissa
Marrinan	Jennifer
Marron	Deanna
Marsh	David
Marshall	Ty
Martin	Joseph
Martin	Joshua
Martin	Kara
Martin	Rachel
Martin	Sara
Martin	Sara
Martinez	Matilde
Martinez Bustos	Juan
Martins	Sara
Marx	Kara
Mashia	Jeanetta
Mask	Mark
Masters	Nicole
Mathews	Frank
Matsen	Jeremy
Matteri	Dominic
Mauney	Amelia
Maurer	Hannah
Maurer	Ian
Maves	Randall
May	Kellie
Mayer	Elizabeth
Mayer	Keelin
Mayik	James
Maynard	Allyson
Mayo	Alexander
Mayo	Jennifer
Mayock	Steven
Maza	David
Mazur	Julia
McAdams	Amy
McAleer	Brittney
McAlexander	Stephanie
McArthur	Martha
McBride	Amy

McBride	Haylee
McCann	Luke
McCants	Ryan
McCarthy	Elizabeth
McCarthy	Ellen
McCartney	Kathryn
McCarty	Christine
McCarty	Scott
McClain	Brandan
McClain	Stephanie
McClanen	Meredith
McClary	Alan
McClean	Jedidiah
McCleave	Bruce
McCollister	Wakana
McCormack	Marieta
McCormick	Glenn
McCoy	Caroline
McCoy	Stephanie
McCracken Ferro	Erin
McCrory	Jennifer
McCulloch	Caroline
McCurdy	Christopher
McDaid	Heather
McDermott	Ryan
McDonald II	Robert
McDowell	Elizabeth
McFadden	Morgan
McFaul-Amadoro	Sunshine
McGarvey	Zachary
McGee	John
McGlothlin	Ellen
McGlotten	James
McGlynn	Justin
McGowan	Maya
McHaley Foley	Saneun
McIntyre	Brian
McKay	Andrew
McKay	Diana
McKay	Michelle
McKee	Sarah

McKelvey	Da'Anyel
McKenzie	Sharitha
McKie	Donald
McKie	Jessica
McKinney-Heiney	Hilary
McKinstry	Samuel
McLaughlin	John
McLaughlin	Shannon
McLawhorn	Susan
McLean	Oksana
McMahon	Jill
McMaster	Matthew
McMillan	Julie
McMillan	Michelle
McNairy	Michaela
McNeal	Jeffrey
McNeely	James
McNulty	Erin
McNulty	Teri
McNutt	Nicole
McQueen	Adam
McShane	Joyce
McSherry	Danielle
McVicar	Laura
Mead	Christopher
Mease	Sara
Meditz	Cori
Medrano	Naomi
Mehretab	Temerza
Mella	Douglas
Mellgren	Erik
Mello	Brittney
Melson	Alexander
Melton	Julia
Mendels	Sharon
Mendez-Rodriguez	Demetrio
Mendola	Adam
Mendro	Jacqueline
Menke-Thielman	Forest
Mermelstein	Catherine

Merrill	Gracia
Merrill	Kelly
Merz	Emily
Mesa Falcon	Lisandra
Meskimen	John
Meskin	Brielle
Metcalf	Megan
Metz	John
Meyden	Yukiko
Meyer	Brian
Meyer	Catherine
Meyer	Elizabeth
Meyer	Jennifer
Meyer	Jessica
Meyer	Kendra
Michel-Midelfort	Siri
Michels	Rose
Mickanen	Nicole
Mico	Kristen
Middleton	Elizabeth
Mikolitch	Jessica
Milford	Kelly
Miller	Brandi
Miller	Elena
Miller	Hilary
Miller	Jamie
Miller	Jason
Miller	John
Miller	Julie
Miller	Julie
Miller	Seth
Millerman	Brandy
Millis	Stephanie
Millon	Claire
Milton	Elizabeth
Miner	Amy
Miracle	Kathrin
Miranda	Tracy
Mirsepassi	Eric
Misi	Madison
Misumi	Angela
Mitchell	Daniela

Mitchell	Jill
Mitchell	Kelli
Mitchell	Timothy
Mitchell McVay	Angela
Mogi	Eriko
Mohamed	Mohamed
Mohler	Kevin
Moist	Dennis
Moldovan	Doina
Moller	Erika
Monroy Benitez	Laurel
Montanaro	Scott
Montejo	Julia
Montfort	Alex
Moog	Leah
Moore	Christopher
Moore	Darrell
Moore	Kathryn
Moore	Michael
Moore	Rachel
Mootz	Sophia
Mora	Kayla
Morales	Paola
Morales-Galicia	Brenda
Morano	Jenna
Morden	Donna
Morell-Hart	Daniel
Moren	Michael
Morgan	Jennifer
Morgan	Robert
Morgan	Ronald
Morioka	Hannah
Morley	David
Morlock	Leigh
Morrell	Lisa
Morris	Jacy
Morris	Melanie
Morrison	Tracy
Morrow	Jasper
Morse-Rao	Cynthia

Morton	Rebecca
Moser	Victor
Mosqueda	Martha
Mote	Ashley
Moule	Matthew
Moye	Damian
Moyer	Megan
Moyers	Sahnzi
Mulvihill	Michele
Munana	Anabel
Muncie-Jarvis	Ashley
Munoz	Deborah
Munteanu	Crina
Muralidharan	Sruthi
Muraoka	Kenneth
Murchison	Jessica
Murdock	Melinda
Murphy	Brooke
Murphy-Cairns	Daniel
Murray	Jessica
Murray-Balto	Kayci
Musgnung	Noel
Muska	Sarah
Mussio	Sarah
Myers	Carolyn
Myers	Thomas
Mykkanen	Sarah
Nagarajan	Surya
Nagle	David
Nahurski	Andrea
Napoli	Michael
Nary	Megan
Nations	Katherine
Navarrete	Rubendario
Navarro	Neomi
Nealon	Sarah
Nearing	Patrick
Neary-Hills	Rhys
Neff	Suzanne
Nelson	Courtney
Nelson	Heather
Nelson	Kasey

Nelson	Susan
Nemesi	Emily
Neufeld-Griffin	Teri
Newport	Elyse
Ngai	Lillian
Nguyen	Alyssa
Nguyen	Catherine
Nguyen	Rich
Nguyen	Thuy
Nguyen	Tyler
Nicholas	Timothy
Nicholl	Alicia
Nichols	Katherine
Nicola	Jill
Nicola	Michelle
Niebergall-Eltagonde	Christopher
Niebergall-Eltagonde	Keala
Nielsen	Nancy
Noble	Heather
Noel	Anna
Nogueira	Julia
Nohner	Nicholas
Noonan	Kristen
Nordstrom	Elizabeth
Nordstrom	Lisa
Nordwall Keller	Genevieve
Norgaard	Kasandra
Norquist	Melissa
Nossaman	Cali
Nowak	Carri
Nowland	Sean
Nunn	Amy
Nutter	Jennifer
Nweke	ReShawn
O'Barrow	Salaad
O'Brien	Jeanne
O'Connor	Jessica
O'Doherty	Megan
O'Halloran	Deanna
O'Hara	Mary

O'Leary	Alicia
O'Leary	Elizabeth
O'Leary	Megan
O'Loughlin	Emily
O'Neill	Juliana
O'Neill	Michael
O'Shanecy	Emelia
O'Toole	Carrie
Ocon	Erin
Oeding	Emory
Ogletree	Derek
Oleson	Matthew
Olivares	Anna
Olsen	Aaron
Olsen	Martin
Olson	William
Olson-Mosby	Holly
Olsson	Janet
Omey	Denise
Onnis	Nicola
Orchard	Janell
Ordaz	Maggie
Ordway	Kirk
Orellana	Jocelyn
Oriard	Colin
Orr	Sofia
Ortega	Fanny
Ortiz	David
Ortiz	Gloria
Ortiz	Melissa
Oster	Cameron
Osuna Mondragon	Hector
Otero	Mijail
Otten	Michal
Overlund	Margaret
Owens	Jason
Padua	Irynne
Pagenstecher	Aubrey
Palmer	Courtney
Palmer	Megan
Palmer	Ryan
Pan	Andrew

Pan	Michelle
Parada	Kelsey
Parada	Renato
Parish	Graham
Park	Nathaniel
Parker	Catherine
Parker	Emily
Parker	Kira
Parker	Matthew
Parker	Sarah
Parker	Shoko
Parker	Trevor
Parks	Kylene
Parks	Laura
Pasion-Yang	Abigail
Patterson	Craig
Patterson	Jacob
Patterson	Lindsay
Patterson	Miles
Patterson de Tarr	Gavriel
Paul	Jessica
Paulson	Alex
Payne	James
Pazmino	Maria
Peacock	Valerie
Peake	Michelle
Pearl	Stephanie
Pearson	Marie
Pearson	Melissa
Peck	Scott
Pedersen	Julie
Pederson	Ellen
Peloquin	Sara
Pena	Izabella
Pennington	Phillip
Penoncello	Nicole
Peoples	Margarett
Pepper	Kristin
Pepperwood	Paige
Perez	Nahir
Perez	Susan
Perez Vargas	Celene

Perez-Gonzalez	Nelson
Perkins	Audrienne
Perry	Ronald
Pesicek	Mindy
Peterka	Sky
Peters	Diana
Peters	Paul
Petersen	Irene
Petersen	Maya
Peterson	Gabrielle
Peterson	Russell
Peterson	Stacy
Petraglia	Anthony
Petrocchi	Timothy
Pettit	Cara
Phan	Anne
Phan	Cristal
Phan Mende	Chau
Phillips	Maurice
Phommachack	Crissy
Picton	Sophie
Pier	Nathan
Pierce	David
Pierce	Xavier
Pierre	Patrice
Pierson	Benjamin
Pila Beltran	Wesme
Pill-Kahan	Lili
Pine	Michael
Pineo	Angie
Pinkston	Scott
Piper	Shyla
Pires	Wendy
Pittock	Suzanne
Pixley	Emily
Plank	Cynthia
Plein	Michael
Polansky	Sarah
Pollock	Sean
Polzin	Amy
Ponz	Ana
Pope	Jodi

Porter	Joshua
Porter	Kelsey
Porter	Kristina
Porter	Patrisha
Post	Brian
Potasznik	Alyssa
Potestio	Michele
Powell	Charity
Powell	Iris
Prahl	Alexandria
Prahl	Isaac
Prakken	Jennifer
Pratt	Emily
Prelosky	Madeline
Price	Evan
Price	Margaret
Priddy	Sarah
Proctor	Michelle
Prohaska	Holli
Puhvel	Peter
Qian	Kun
Qualey	Greg
Quigley	Julieanne
Quinlan	Shea
Quinonez	Alexis
Quintana	Gabrielle
Quiros	Yailine
Rabe	Rheta
Raczek	Margaret
Radler-Okby	Cynthia
Raffaele	Michael
Rainbow	Allegra
Raisman	Elizabeth
Ramirez	Daniel
Ramos	Brenda
Ramos	Brigette
Ramos	Jason
Ramstead	Holly
Rangel	Gregorio
Rangel	Natalie
Ranjani	Krishnan
Ransom	Christopher

Rappaport	Jennifer
Rasmussen	Maijah Ellisiv
Raspone	Sara
Rau	Coren
Rau	Elsbeth
Rawls	Brandon
Ray	Dawn
Ray	Rachel
Rebholz	Jill
Rebischke	Tammy
Rechner	Mary
Recker	Laura
Redd	Bonnie
Reddekopp	Julianne
Redhead	Clare
Redmond	Cynthia
Redmond-Davenport	Kathleen
Redrejo	Jean
Reed	Brennon
Reed	Nicole
Reed	Taylor
Reep	Olivia
Reese	Karin
Reeser	Ellen
Reeves	Jennifer
Refvem	Emilee
Reich	Rachel
Reid	Anne
Reid	Anne-Marie
Reid	Kathleen
Reilly	Allison
Reinholt	Jeremy
Relaford	Rosemary
Remington	Erewyn
Renauer	Molly
Rentz	Gina
Revay	Akiko
Rey	Krista
Reyes Herrera	Jesus
Reyes Simon	Greidys
Reynolds	Alix
Reynolds	Koll

Reynolds	Mark
Reynolds	Matthew
Rhoades	Jessica
Rhoades	Trisha
Riccardi	Jerry
Richardson	Emily
Richardson	Kevin
Richman	Christian
Richman	Melissa
Riedel	Gavin
Riffel	Lisa
Riggs	Tyler
Riler	Gary
Rindfusz	Laura
Rintoul	Richard
Riscol	Nichole
Rishel	Jay
Rissetto	Kristina
Ritter	Alexander
Rittman	Michael
Ritzinger	Karen
Rivera	Toshiko
Rivera Coca	Evelyn
Robayo Trujillo	Gloria
Robb	Bonnie
Robbins	Amy
Roberts	Dawn
Roberts	Kenneth
Roberts	Ryan
Robertson	Courtney
Robertson	Heather
Robins	Emily
Robinson	Miles
Robinson	Sean
Rocha	Michael
Rochford	Melissa
Rockness	Karen
Rockness	Tor
Rockwell	Melody
Rode	Jane
Rodecap	Zachary
Rodgers	Victoria

Rodhe	Casey
Rodriguez	Ana
Rodriguez	David
Rodriguez	Kate
Rodriguez	Marisol
Rodriguez Marin	Cecilia
Rodriguez Salinas	Romina
Rodriguez-Adair	Ermila
Roix	Clair
Rolfe-Redding	Ian
Romero-Corral	Juan
Rood	Jeffrey
Rooklyn	Miles
Roosevelt	Adam
Roosevelt	Kristen
Rosales	Krista
Rosales	Laura
Rosario	Eduardo
Rose	Ashley
Rosemus	Miranda
Roser	Jennifer
Roska	Jane
Rosoff	Stacy
Ross	Carmel
Ross	Rivkah
Rossington	Donald
Rosteck	Darlene
Roth	Alexandra
Rothery	Rebecca
Rothwell	Kristina
Routtenberg	Yael
Rowan	Christine
Rowe	Joseph
Rowey	Diana
Roy	Rosalyn
Rozell	Scott
Rozewski	Joseph
Rozman	Linda
Ruberte	Karina
Rudnick	Darcy

Ruebenson	Kate
Rueck	William
Rueppell	David
Ruhoff	Kathryn
Ruiz Riehl	June
Rundle	Kelly
Russell	Marie-Louise
Russell	Shannon
Russell	Susan
Ryan	Lori
Ryan	Samantha
Ryczek	John
Rydberg	Rebecca
Ryland	Justin
Sabga	Melissa
Saffer	Daniel
Safranek	Nicole
Sahler	Brian
Sakai	Yuki
Salem	Aml
Salmon	Michael
Salvador	Joseph
Salvatore	Holly
Sammons	Kimberly
Sams	Marci
Sams	Markelle
Sanborn	Emily
Sanchez	Kathryn
Sanchez Marquez	Rosa
Sanders	Gretchen
Sandri	Shannon
Sanford	Quinn
Sansom	Merritt
Sapienza	Anna
Satoorian	Stephanie
Satter	Rachel
Sauer	Charles
Savage	Magdalene
Sawyer	Jessica
Sayler	Laura
Scantling	Jeanette
Schacker	Sarah

Schaedig	Liesl
Schalk	Bryan
Schardt	E
Scheiman	Anne
Scheirer	Andrew
Scheller Fronk	Mackinsey
Scher	Alexis
Scherzinger	Jennifer
Schiavo	Stephanie
Schlegel	Elizabeth
Schlosser	Jessica
Schlottmann	Kelly
Schmidt	Andrea
Schmidt	Gillian
Schmidt	Jeremy
Schmidtke	Elizabeth
Schmuck	Kate
Schneider	Erika
Schoening	Barbette
Scholten	David
Schopmeyer	Eric
Schreib	Zachary
Schroth	Andrew
Schulte	Tessalie
Schultz	Kristine
Schulze	Timothy
Schweizer	Christopher
Schwing	Emilia
Scott	Josephine
Scott	Randy
Scott	Stacee
Scott	Sylvia
Scoville	Steven
Scrutchions	Gerald
Sedita	Jeremy
Seeley	Nicole
Seifert	David
Selivanova	Anna
Selter	Sherron
Senge	Amina
Setter	Victoria
Shalman	Seamus

Shanley	Kaeli
Sharp	Gwendolyn
Shaw	Cameron
Shaw	Clifford
Shay	Karen
Shearer	Thomas
Sheean	Molly
Shelley	Adam
Shelton	Sarah
Shelton	Wendy
Shemer	Noah
Sheridan	Brenna
Sheridan	Katherine
Sherman	Courtney
Sherman	Martha
Sherwood	Patrick
Shetler	Jeremy
Shiels	Vanessa
Shipe	Ryan
Shipley	Julia
Shippy	Lori
Shiryayev	David
Shoemaker	Kathryn
Shohet	Revital
Shore	Alla
Short	Andrea
Short	Richard
Shoukas	Anthony
Shue	Robin
Shull	Danielle
Sichel	Kumar
Siddiqui	Aysha
Sides	Caprial
Siegel	Douglas
Siegel	Jennifer
Siegfried	Heather
Silenzi	Vicki
Silkey	Ami
Sill-Turner	Brittany
Silvernail	Daniel
Simonetti	Leslie
Simonoff	Malcolm

Simonoff	Miranda
Sinauskas	Cristine
Sipes	Emily
Siprian	Daniel
Sisk	Brian
Siu	Caroline
Skorohodov	Elizabeth
Sky	Anna
Skybak	Leslie
Skye	Lauren
Slane	Kirsten
Slater	Molly
Slusher	Charles
Smetana	Shannon
Smith	Amy
Smith	Angela
Smith	Bridget
Smith	Bryan
Smith	Christopher
Smith	Jason
Smith	Jennifer
Smith	Julie
Smith	Kimberly
Smith	Lauren
Smith	Raya
Smith	Sarah
Smith	Steven
Smith	Trevor
Smith Sisbach	Heather
Smyth	Anne
Smyth	Colleen
Sneed	Joseph
Snowadski	Andrea
Snyderbrown	Christopher
Sogo	Wakako
Solitaria	Michael
Sollman	Jennifer
Sommo	Elizabeth
Sooper	Justin
Sorcinelli	Jennifer
Sorensen	Andrew
Sorensen	Dena

Sorg	Kelly
Soriano	Lora
Sossel	Richard
Soto	Jacob
Soto Millan	Luis
Soto-Dairy	Angelina
Soulas	Kara
South	Marie
Souther	Lisa
Souza	Adam
Spain	Madelyn
Speer	Matthew
Spieler Compton	Connie
Sprecher	Heidi
Springgate	Liza
Sprints	Elijah
St Amant	Anne
Staab	Matthew
Stafford	Dylan
Stahlecker	Michele
Stanciu	Sarah
Standish	Cortney
Standley	Melissa
Stanfield	Shirley
Stanion	Daniel
Stark	Anita
Starlinger	Arica
Starr	Leah
Stasi	Jodie
Stauffer	Daniel
Stearns	Heather
Steel	Amy
Steele	Kendall
Steeves	Amy
Stegner	Alexander
Stein	Tania
Steinbach	Sonja
Stellpflug	Heather
Stelter	Amanda
Sten	Matthew
Stenger	Patrick
Steranko	James

Stevens	Christopher
Stevens	James
Stevens	Julianne
Stevens-Krogh	Mary
Stinson	Christine
Stoffan	Jade
Stohl	Joshua
Stoker	Keith
Stolte	Kayla
Stone	Carolyn
Stone	Stephen
Stone	Zachary
Stonecipher	Geoff
Storm van Leeuwen	Janine
Stovall	Gloria
Straub	Mary
Straube	Heather
Streano	Anna
Street	Michael
Street	Treasa
Stremming	Norman
Strobel	Michelle
Stroman	Kara
Stroup	David
Strube	Matthew
Studt	Ryan
Sturges	Jeffrey
Sturges	Maren
Stutzman	Thomas
Su	Jianying
Suckow	RaeAnn
Sudermann	Richard
Suehiro	Jamie
Sullivan	Catherine
Sullivan	Christine
Sullivan	Gwendolyn
Sullivan	Kathleen
Sullivan	Lindsey
Sullivan	Nancy
Sumiya	Naomi
Surber	Norma
Surits	Zoya

Sussman	Gabrielle
Sutter	Jeremy
Sutton	Hannah
Sutton	Jonathon
Swagerty	Julia
Swan	Amber
Swanson	Shawn
Swapp	Claudia
Sweeney	Michelle
Swehla	Eric
Swerdlik	Anthony
Swift	Laurel
Swinehart	Timothy
Swinford	Heather
Switalla	Craig
Sykes	Carolyn
Symons	Jami
Szabo	Heather
Szok	Ann Marie
Szucs	Chase
Tabshy	Joshua
Tagomori-Lai	Kali
Tait	Erin
Tamez	Noel
Tanner	Gabrielle
Tapio	Katharine
Taramasso	Amy
Tarnowski	Ivan
Tate	Raymond
Tatone	Jennifer
Taya	Minori
Taylor	Kari
Taylor	Pamela
Tegethoff	Lisa
Tellez-Gomez	Elsa
Tello	Gabriela
Tetrick	Allison
Tew	Stacie
Tews	Nicole
Tharp	Jonathan
Thiel	Elizabeth
Thomas	Brenda

Thomas	Christina
Thomas	Cynthia
Thomas	Erin
Thomas	Jennifer
Thomas	Jeremy
Thomas	Paige
Thompson	Christina
Thompson	Heather
Thompson	Nicholas
Thompson	Raeann
Thompson Ponti	Haley
Thomsen	Dardn
Tiet	Karen
Tilgner	Jered
Tillery	Mary
Tilt	Amy
Timmerman	Christian
Timmons	Kirsten
Tischleder	Bree
Tobler	Kalin
Tobon Olguin	Maria
Todd	Rachel
Todd	Trevor
Todd	Trisha
Toderick	Krystal
Tofel	Anna
Tolentino	Heidi
Tong	Bao Ngoc
Toohey	Caitlin
Toole	Joshua
Toone	Juliann
Toren Hrin	Melissa
Torres	Samantha
Tovar Valdes	Nayibe
Tracy	Elizabeth
Tran	Ailien
Tran	Connie
Tran	LeDung
Tran	Lien
Tran	Mindy
Trapido	Sarah
Trask	Samantha

Travers	Carolyn
Trent	Candice
Tretter	Sara
Trezise	Maxwell
Trinchero	Nadine
Trinh	Hung
Triplett	Tara
Triplett	Tearale
True	Jason
True	Michael
Trujillo	Adrian
Trujillo	Jose
Truman	Kirsten
Truong	Anh Lam Benson
Truong	Veronique-Thu
Truong	Yen
Tuan	Cynthia
Tucker	Catherine
Tuggle	Brooke
Turley	Janine
Turner	Theresa
Turner	Valerie
Twining	Julie
Twiss	Daniel
Tyler	Sid
Uchida	Sumiko
Underwood	Barbara
Urbina	Lonzo
Ustach	Thomas
Valenti	Michael
Valentine	Mark
Valenzuela	David
Van Clock	Lisa
Van Dam	Jane
Van de Water	Allen
Van Egeren	Sara
Van Kopp	Jennifer
Van Zandt	Shannon
Vance	Breana
Vandeventer	Simeon
Vane	Paige
Vang	Pao

Vann	Jonquil
Vasey	Vicky
Vaterlaus	Meredith
Vaughn-Edmonds	Holly
Velasquez	Erik
Velazquez	Carmen
Ventura	Ricardo
Verbon	Nicholas
Vercher	Jonalee
Verhoeff	Parker
Verissimo	Britney
Vidmar	Sarah
Villanueva Villarreal	Jasmin
Vineyard	Renee
Vinger	Dana
Virlouvet	Ellie
Vo	Chau
Vogel	Jonathan
Vogel	Monica
Vogl	Clifton
Volponi	Catherine
Volsky	Lyubov
Von Ahn	Rochelle
Vonada	Abigail
Vorasai	Kim
Vosler	Lizzie
Vrana	Maria
Vuong	Alisa
Wacker	Eric
Wadnizak	Mark
Wager	Wendy
Wages	David
Wagner	Jessica
Wagner	Kimberly
Wagner	Rebecca
Wagner	Sarah
Wahl-Stephens	Jeremy
Wahl-Stephens	Lauren
Waiwaiole	Poeko
Walden	Sarah
Walker	Coral

Walker	Derrell
Walker	Emily
Walker	Molly
Walker	Susanna
Walker-Byrne	Margaret
Wallace	Candor
Wallace	Kristin
Wallace Sosa	Jacquelyn
Waller	Michael
Walmer	Steven
Walrod	John
Walrod	Julianne
Walsh	Bridget
Walsh	John
Walsh	Stephen
Walters	Rhonda
Walters	Sidney
Waltner	Kyoko
Wang	Mo
Ward	Dana
Ward	Sarah
Warinner	Jamie
Warner	Mark
Wasdo	Laura
Washington	Andre
Washington	Kenneth
Wasson	Shannon
Waters	Bradley
Waterworth	Tammy
Watkins	Mary
Watson	Christopher
Watson	Nathan
Waymire	Kerrie
Weatherill	Megan
Weaver	Kevin
Webb	Abigail
Weber	Chris
Weber-Welch	Amanda
Weesner	Lurena
Weidner	Paula
Weigandt	Elise
Weinberg	Kenneth

Weir-Mayorga	Willow
Weist	Kurt
Welle	Alexa
Weller	Stephen
Wellington	Cory
Wellington	Heidi
Wendel	Kara
Wenger	Melissa
Wenner	Martha
Werschkul	Kelly
West	Kimberly
West	S
West	Tara
Whatmore	Ellen
Wheeler	Shawna
Whisler	Casey
Whisnand	Megan
Whitaker	Jennifer
Whitaker	Julie
Whitaker	Meghan
White	Amy
White	Benjamin
White	Laura
White	Linda
Whitt Smith	Wintry
Wich	Katherine
Wiers	Taiya
Wiesner	William
Wilde	Rose
Wilebski	Katy
Wilkins	Jayme
Wilkins	Paul
Wilkinson	Jack
Wilkinson	Marrla
Williams	Alexander
Williams	Ciara
Williams	Erin
Williams	Evan
Williams	Halla
Williams	Jamie
Williams	Lilly
Williams	Lori

Williams	Michael
Williams	Tabitha
Williams	Takiyah
Williams	Todd
Williams	Wendi
Williamson	Carlin
Willie	Janessa
Willis	Emily
Willis	Kernan
Wilson	Claire
Wilson	Courtney
Wilson	Daniel
Wilson	Gina
Wilson	Holly
Wilson	John
Wilson	Kimberlee
Wilson	Kinsey
Wilson	Reuben
Wilson	Samuel
Wilson	William
Windle	Lilly F
Winicki	Frank
Winkler	Amanda
Winkler	James
Winn	Elaine
Winterbower	Ryan
Wirtheim	Taylor
Wisher	Tracy
Wixon	Benjamin
Wolfe	Catherine
Wolfe	Joshua
Wolfer	MaLynda
Wolfer	Stephanie
Wolff-Myren	Desiree
Wolfstone	Anne
Wonder	Annaleah
Wong	Elisa
Wood	James
Woodhouse	Leslie
Woods	Cari
Woods	Tanan
Wozniak	Regan

Wray	Jessica
Wright	Julie
Wright	Katherine
Wrobel	Francesca
Wu	Yuxuan
Yago	Ernest
Yagolnikov	Reyanna
Yang	Xiaonan
Yarne	Lynn
Yeager	Jesse
Yenni	Christine
Yin	Aiyun
Yocum	Katherine
Yoder	Nathan
Yoder	Nicholas
York	Anna-Sophia
Yoshida	Lainie
Young	Chrystal
Young	Gerald
Young	Kimberly
Young	Megan
Younie	Gail
Yovu	Christine
Yu	Beyoung
Zadoff	Dina
Zambrano	Kerry
Zapeta	Kedin
Zeller-Williams	Lavonna
Zenger	Sharon
Zeno	Shalonda
Zepeda Martinez	Heidi
Zhang	Xiaolan
Zhu	Yuan
Ziady	Joshua
Zibelman	Michael
Ziehl	Loan
Zimmer	Sarah
Zimtbaum	Mark
Zinc-Pearl	Clair
Zipp	Kathleen
Zizzo	Charles
Zook	Daren

RESOLUTION No. 7263

Election of Contract Teachers

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teachers listed below who have been employed by the District as regularly appointed teachers for three successive school years be elected as Contract Teachers.

The list of teachers include those who would qualify for contract status per the new changes to HB2900.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Contract teachers for the 2026-2027 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

List of teachers who have completed three years of probationary employment:

Last	First
Alberti	Andre
Alcerro	Zachary
Allott	Audrey
Altieri	Olivia
Anderson	Alexandria
Anderson	Destiny
Anderson	Wade
Arick	Nicole
Autry	Breanna
Baker	Leah
Barnum	Daphne
Bauer	Emily
Bellas	Victoria
Bo-Linn	Sarah
Bonfiglio	Brent
Boslough	Jameson
Boubel	Lauren
Brant	Emily
Cape	Brian
Castor	Emily
Cavill	Joanne
Chavez	Cee
Choi	Annie
Clawson	Frances
Coates	Katharine
Coffee	Moriah
Coggins	Amanda
Coit	Erinne
Cole	Audrey
Cunningham	Sean

Dean	Tristin
DeBoer	Nicholas
Dose	Jennifer
Downen	Trevor
Dumas	Jessica
Dunlap	Jolene
Dunlap	Lisa
Durham	Haley
Dwyer	Molly
Dyer	Brooks
Dyett	Trevor
Eade	Anna
Eberly	Scott
Egli	Joel
Elliott	Janet
Evans	Nathan
Feeney	Ariel
Feller	Amy
Fesler	Elisabeth
Flowers Minner	Tiffiny
Foote Allen	Rachel
Foster	Amy
Foster	Jake
Fuhrmann	Maria
Fulmer	Lilla
Funderburg	Leslie
Galeano Lopez	Modesto
Gannett	Roberta
Garrott	Claire
Gault	Sarah
Gilbert	Jackson
Goforth	Kelly
Goosen	Matthew
Gostovich	George
Grimm	Bonnie
Gysland	Cami
Hamada	Sakura
Harbauer	Zacharyah
Harp	Diana
Harris	Cassandra
Hasser	Neil
Hellman	Kaya
Herzfeld-Copple	Shannon
Hester	David
Hill	Sierra

Hindley	Laura
Hoepfner	Heather
Hopkins	Catherine
Huck	Jaimie
Hunt	Heather
Hyman	Cassandra
Ivester	Dean
Jacinto	Jose
Jarquin	Christian
Jellis	David
Jouno	Jamison
Kana	Talula
Kienzle	Taylor
Kimmich	Todd
Lahtinen	Johnmichael
Larson	Nicole
Lingenbrink	Hannah
Linton	Daniel
Livingston	Sara
Lowe	Lyric
Lukens	Gregory
Lumbard	Emilee
Maass	Gary
Macindoe	Amanda
Macke	Alexander
Madison	Kelsey
Masini	Diane
McClure	Cheryl
McHill	Madeleine
McLaughlin	Katherine
McVicar	Shawn
Meek	Jonathan
Menagh	Karey
Mencher	Stephanie
Mendez	Maritza
Mesquiti	Daniel
Meza	Jessica
Mihelic	Benjamin
Miller	Nicole
Mira	Kriya
Morgan	Martha
Morgan-McLeod	Emma
Morin	Sherry
Morris	Loehn
Mortensen	Matthew

Mulligan	McKenzie
Murphy	Sydney
Naanee	Kilsi
Newton	Rabia
Odom	Courtney
Olsen	Kylie
Olson	Karl
Orzali	Peter
Overvold	Elena
Pettit	Jennifer
Pham	Quyen
Pickett	Caroline
Pomposo	Giovanni
Ponce	Rebecca
Queen	Chaz
Rainsmyth	William
Richardson	Maria
Salo	Gabriel
Sandell	Graeme
Scarbrough	Jill
Schropp	Danielle
Shaw	Hannah
Sheldrake	Gregg
Simmons	Katey
Small	Gabrielle
Smith	Claire
Soloway	Molly
Sorel	Lucie
Sorensen	Bjorn
Stevens	Crystal
Stewart	Jonathan
Stoakley	Catherine
Sundberg	Andrew
Tanji	Sondra
Targett	Charles
Tate	Megan
Titmus	Edward
Tomic	Katherine
Troll	Corinna
Ulrich	Shane
Vargas	Francisco
Ventres-Pake	Peter
Vera	Collin
Vestal	Zachary
Villagomez	Laura

Walker	Anika
Webb	Jacqueline
Wick	Amy
Wile	Scot
Williams	Lauren
Wilson	Megan
Wilson	Meredith
Wissler	Kathrin
Worsham	Kimberly
York	Matthew
Young	Jessica

List of teachers who qualify for contract status per changes to HB2900:

Last Name	First Name
Cintron	Pilar
Harrison	Daniel
Johnston	Scott
Kelly	David
Wilson	Megan

RESOLUTION No. 7264

Election of Second Year Probationary Teachers

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teachers listed below be elected as Second Year Probationary Teachers.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Second Year Probationary teachers for the 2026-2027 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Anthony	Caroline
Balladares	Maria
Barry	Emma
Batarce	Preston
Beck	Aisha
Bewick	Alyssa
Blea	Alyssa
Boehnke	Chelsey
Branner	Chelsey
Brown	Leslie
Caceres	George
Caslick	Colin
Casteline	Taylor
Cogan	Daniel
Coogler	Chelsea
Corbitt	Carla
Cross	Libby
Delphinidae	Finn
Duff	Ali
Dugan	Kevin
Duncan	Hayley
Durant	Kathryn
Esene	Osadonor
Esteban	Kerem
Fale-Olsen	Ashley
Fletcher	Jasmine
Forstag	Michael
Galat	Danielle
Gelhar	Angela
Goehler	Emma
Goldman	Kimberly

Greene-Rhodes	Asia
Hardt	Andrew
Hassell	Brack
Hein	Allisen
Henry	Heather
Ho	Dat
Hoang	Michele
Hornor	Heather
Howell	Amy
Jacobson	David
Jenkinson	Adam
Jimenez-Hatchel	Nicholas
Johnson	Anancia
Johnson	Andrew
Johnson	Emily
Kauth	Cecelia
Kennedy	Kristin
Lawrence	Carol
Layton	Kristen
Leith	Jason
Lindsey	Daniel
Lovell	Elizabeth
Maki	Amy
McCaffrey	Dennis
McCarter	Andrea
McCool	Aaron
McCudden	Ashli
McDonald	Breen
McHan	Matthew
McKercher	Kristy
McMillan	Shelahn
McNiven	Thomas
Meyers	India
Millevolte	Ricki
Montgomery	Adele
Moore	Cassadie
Moore	Kevin
Morris	Thomas
Moyer	Todd
Narrow	Joshua
Nesmith	Mary
Newton	Jennifer

Nguyen	Quan
Nowak	McKenna
Nuss	Grace
Orellana Lima	Jessica
Orofino	Douglas
Perez-Rodriguez	Francisco
Peterson-vanKanegan	Collin
Pogue	Trevor
Ramirez Velazquez	Stefania
Readus	Terrence
Richard	Demarcus
Rossitto	Kathleen
Ruiz Hoyos	Andrea
Ryan	Kristen
Sandoval	Roxana
Santos	Carrie
Schreiber	Arianna
Sellers	Andrew
Smyth	Joanne
Steele	Heidi
Stockstad	Kimberly
Stone	Sarah
Swenson	Sharon
Taub	Jacob
Trueblood	Nicole
Value	John
Vance	Vienna
Ventura	Julia
Waksman	Laura
Wilkinson	Samantha
Wille	Sophia

RESOLUTION No. 7265

Election of Third Year Probationary Teachers

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teachers listed below be elected as Third Year Probationary Teachers.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Third Year Probationary teachers for the 2026-2027 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Armstrong	Scott
Arreola	Christina
Asay	Kiera
Ayers	Nicholas
Baek	Sung
Barnlund	Tiffany
Baumer	Bethany
Beaty	Morgan
Bennett Brown	Katrina
Berglund	Dana
Bertsch	Gynett
Black	Lynn
Black	Steffany
Black-Eggleston	Jesse
Blythe	Rachel
Boicourt	Jessica
Booker	Ricky
Borrero	Maria
Bynum	Christan
Cermak	Rachel
Chapman	Kevin
Chavez-Martinez	Xochiquetzal
Cheers	Brenna
Christian	Kiana
Cintron	Pilar
Clearman	Amy
Clemens	Ashley
Conahan	Hannah
Cox	Samantha
Creel	Isaiah
D'Amico	Salvatore
Darshay	Bryan

De Alba-Reinberg	Chelsy
Desimone	Hayley
Doak	Emily
Doe	Melissa
Dulcich	Sarah
Durkin	Mary
Eldridge	Daniel
Emerson	Caitlin
Endicott	Jennifer
Facchini	Jaimie
Fiorante	Megan
Forbes	Kimberly
Franklin	Dareyion
Friedman	Brian
Fukushima	Minori
Gilchrist	Meredith
Gilmore	Thomas
Goslin	Jennifer
Green	Andrew
Grund	Emily
Hamilton	Norma
Harrison	Daniel
Hawbecker	Shelley
Hawkins	Kendall
Hervey	Zachary
Hewitt	Joseph
Hines	Madeleine
Hoffman	Kathryn
Hogan	Megan
Houser	Graham
Huber Bernal	Karen
Jacobs	Haley
Jaramillo Lizama	Britany
Johnson	Jaydra
Johnston	Scott
Jones	Khadija
Kelly	David
Kelly	Thomas
Kern	Madison
Kesterke	Stephanie
Kidd	Karina
Kirk	Kevin

Klein-Leong	Christine
Konneker	Camille
Krohn	Jessica
Kunz	Pearson
Kunze	Katharine
Kurzhal	Mikhela
Lane	Giacomo
Larson Nguyen	Sean
Ledington	Katherine
Lee	Nicole
Lekakh	Veida
Lillywhite	Emily
Lindenmeyer	Martin
Lloyd	Mary
Lokeno	Joshua
Lozano Guzman	Stefanie
Macarty	Jennifer
Macdonald	Max
Madison	Courtney
Marovich	Olivia
Mayer	John
McDaniel	Krysta
McKnight	Rebecca
Mechling	Melinda
Michet	Amy
Mickola	Gabriel
Morales	Victor
Moran	Christina
Moran	Star
Morrison	Matthew
Nelson	Derek
Nims	Tom
Noil	Wyryor
Norman	Rebecca
Noto	Kayla
Ongbongan	Heidi
Park	Claire
Peters	Casey
Peters	Kate
Petrik	Frank
Piers-VanderPloeg	Samantha
Pinizzotto	Michele

Pitstick	Anna
Podichetty	Jennifer
Porta	Lynn
Poss	Mary
Pugsley	Andrea
Quesenberry-Gunson	Gabriel
Ramirez	Guiza
Reed	Brent
Reed	Catherine
Rich	Arthur
Richard	Jennie
Rincon Garcia	Miledy
Rose	Holly
Rosett	Erin
Salcido	Bailie
Sanekane	Deanna
Sawtelle	Rhiannon
Schoonover	Leah
Schuck	Cherith
Schuett-Hames	Joy
Schulte	Kaitlyn
Scott	Katie
Seckinger	Laura
Selway	Hoan
Sharma	Pratima
Shubin	Tori
Silber	Kylee
Spiegel	Caleb
Takalo	Nicole
Tirapelle	Claire
Tobin	Thadeus
Torres	Julana
Tracy	Jarrett
Tran	Peter
Treick	Shelby
Trinh	Avalon
Truss	Xochitl
Valdez Monroy	Julio
Vallance	Dineen
Velazquez	Rosario
Villalpando	Marisol
Wahl	Alexandra

Watson	Wendi
Welch	Cameron
Welter	Dixie
Werthamer	Ari
Westlake	Garrett
Witteborg	Shaina
Wright	Mary Elise
Wulferdingen	Christine
Yonamine	Moe

RESOLUTION No. 7266

Approving a Recommendation for Non-Renewal of a Probationary Educator

RECITALS

A. In accordance with ORS 342.845(5) the Board may non-renew the employment contract of a probationary educator for any cause the Board in good faith considers sufficient.

B. The Board has reviewed the Superintendent's recommendation for non-renewal. This document is confidential and will be kept in the employee's personnel file.

C. The Board will notify the employee in writing of the outcome of the Board's decision.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to non-renew the employee.

ID: 035076

RESOLUTION No. 7267

Approving a Recommendation for Non-Renewal of a Probationary Educator

RECITALS

A. In accordance with ORS 342.845(5) the Board may non-renew the employment contract of a probationary educator for any cause the Board in good faith considers sufficient.

B. The Board has reviewed the Superintendent's recommendation for non-renewal. This document is confidential and will be kept in the employee's personnel file.

C. The Board will notify the employee in writing of the outcome of the Board's decision.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to non-renew the employee.

ID: 037833

RESOLUTION No. 7268

Approving a Recommendation for Non-Extension of a Contract Educator

RECITALS

A. In accordance with ORS 342.845(5) the Board may non-extend the employment contract of a contract educator for any cause the Board in good faith considers sufficient.

B. The Board has reviewed the Superintendent's recommendation for non-extension. This document is confidential and will be kept in the employee's personnel file.

C. The Board will notify the employee in writing of the outcome of the Board's decision.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to non-extend the employee.

ID: 030854

RESOLUTION No. 7269

Approving a Recommendation for Non-Extension of a Contract Educator

RECITALS

A. In accordance with ORS 342.845(5) the Board may non-extend the employment contract of a contract educator for any cause the Board in good faith considers sufficient.

B. The Board has reviewed the Superintendent's recommendation for non-extension. This document is confidential and will be kept in the employee's personnel file.

C. The Board will notify the employee in writing of the outcome of the Board's decision.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to non-extend the employee.

ID: 035650

RESOLUTION No. 7270

Approving a Recommendation for Non-Extension of a Contract Educator

RECITALS

A. In accordance with ORS 342.845(5) the Board may non-extend the employment contract of a contract educator for any cause the Board in good faith considers sufficient.

B. The Board has reviewed the Superintendent's recommendation for non-extension. This document is confidential and will be kept in the employee's personnel file.

C. The Board will notify the employee in writing of the outcome of the Board's decision.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to non-extend the employee.

ID: 000449

PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

MEMO

Date: 02/27/2026

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Director of Early Learners (Head Start)

Subject: Head Start Action – Fiscal, Policy, and Procedure Approvals

---

BACKGROUND

A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.
B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.

1. PPS Head Start 2023 – 2025 OPK Amended Budget Workbook

As you know, our district currently faces rising costs and limited funding across our system. In order to balance the Early Learners Department budget while maintaining preschool access to the same number of children and families, PPS Head Start requests board approval of our Federal Head Start Change in Scope Application. The Executive Summary here.

The Change in Scope process – managed by the Office of Head Start – allows programs to adjust program funding without Congressional approval. It is a necessary step in PPS Head Start's budget balancing for SY26-27. The process allows us to request to serve fewer children while retaining the same federal funding to increase our per pupil funding rate. The justification for this need is higher staffing costs, changes in community need, and the flat funding through our federal Head Start grant. Reducing the number of Head Start seats will allow our program to better match funding with actual enrollment, operating costs, and personnel costs to ensure long-term program stability. Following the approval of the Change in Scope, our program will have the opportunity to increase preschool seats from other grantors in order to continue to serve the same number of students and families in our community. No currently enrolled children or families will be affected by this plan, and the change will take place for the 2026–27 school year. **The Parent Policy Council approved the Head Start Change in Scope as of February 2026.** Board approval is required. A Board Letter of Approval and Resolution are requested.

2. 2025 – 2026 PPS Head Start Program Self-Assessment Timeline

The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. **The Parent Policy Council approved the Self-Assessment Timeline in December 2025**. A Board Letter of Approval and Resolution are requested.

3. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Selection Criteria for SY26-27

PPS Early Learners enrolls students in Head Start according to Section 645 of the Head Start Act. Federal Poverty Guidelines are used to determine income eligibility for participation in Head Start programs. The poverty guidelines are adjusted for families of different sizes and may be used to determine financial eligibility for certain federal programs such as Head Start services. The guidelines are issued each year in the Federal Register, and as such, the program must provide an annual training to the Parent Policy Council and board on their ERSEA procedures and Enrollment Selection Criteria for the following school year. **The Parent Policy Council received training and approved the SY26-27 Enrollment Selection Criteria in February 2025.** Board approval is required. A Board Letter of Approval and Resolution are requested.

4. Updated PPS Head Start Policy & Procedures

1.A. Child Abuse & Neglect – PPS Head Start has revised Child Abuse & Neglect policy and procedures in accordance with the Head Start Program Performance Standard 45 CFR §1302.90(c) which mandates that staff protect children's safety and well-being. The procedure reflects Early Learner's current mandated reporter practices, partnership with ODHS, and staff expectations for need-to-know communication. **The Parent Policy Council approved these revised procedures in January 2026**. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Transportation – PPS Head Start has revised the Transportation policy and procedures to align the Head Start Program Performance § 1303 Transportation. The revisions to this policy clarified the responsibilities of the PPS Early Learners Department and PPS Transportation Department, as well as procedures for McKinney-Vento transportation referrals. PPS Head Start Parent Policy Council approved these revised procedures on December 11, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding. The Change in Scope will maintain fiscal sustainability of our Early Learners Preschool Program.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council provided input, reviewed, and approved these actions and items as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2025 – 2026 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

__KJH__ (Initials)

ATTACHMENTS

A. 2025 Head Start Change in Scope Application
B. 2025 Change in Scope Board Approval Letter
C. 2025 Change in Scope Board Resolution
D. 2024-2025 Self-Assessment Timeline
E. 2024-2025 Self-Assessment Timeline Board Approval Letter
F. 2024-2025 Self-Assessment Timeline Board Resolution
G. 2025-26 ERSEA Training & Selection Criteria
H. 2025-26 ERSEA Training & Selection Criteria Board Approval Letter
I. 2025-26 ERSEA Training & Selection Criteria Board Resolution
J. Policy and Procedures
    a. Child Abuse & Neglect
    b. Transportation
K. Policy and Procedures Board Approval Letters
    a. Child Abuse & Neglect
    b. Transportation
L. Policy and Procedures Board Resolutions
    a. Child Abuse & Neglect
    b. Transportation

RESOLUTION No. 7271

Approval of Head Start Policy Council Recommendation

RECITALS

A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.

B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.

C. The Head Start Program Performance Standards outlines requirements and procedures for the Child Abuse & Neglect reporting. All staff and adults in our program are responsible for mandated reporting in accordance with the program policy, district standards of conduct, and state requirements.

RESOLUTION

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

Early Learners

Child Abuse and Neglect Program Policy

1302.47 (a)(b4K and b5i) Safety practices.

(a) A program must establish, train staff on, implement, and enforce a system of health and safety practices that ensure children are kept safe at all times. A program should consult Caring for our Children Basics, available at https://www.acf.gov/ecd/caring-our-children-basics, for additional information to develop and implement adequate safety policies and practices described in this part.

(b) A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with § 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety. This system must ensure:

(4) *Safety training*.

(i) *Staff with regular child contact*. All staff with regular child contact have initial orientation training within three months of hire and ongoing training in all state, local, tribal, federal and program-developed health, safety and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:

(K) Recognition and reporting of child abuse and neglect, in accordance with the requirement at paragraph (b)(5) of this section.

(5) *Safety practices*. All staff, consultants, contractors, and volunteers follow appropriate practices to keep children safe during all activities, including, at a minimum:

(i) Reporting of suspected or known child abuse and neglect, as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5101 note), including that staff comply with applicable Federal, State, local, and Tribal laws;

(c) A program must report any safety incidents in accordance with § 1302.102(d)(1)(ii).

Aligned with Head Start Performance Standards, Oregon State Law, and PPS Administrative Policy
To guide the prevention, identification, reporting, and response to suspected child abuse and neglect within the PPS Early Learners program.

Policy:

Reference: https://www.pps.net/cms/lib/OR01913224/Centricity/Domain/4814/4.50.051-P.pdf
The safety and welfare of all children is the District's highest priority. Any District employee, who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse or neglect, as defined in state law, will immediately notify the Oregon Department of Human Services or the local law enforcement agency. The District employee shall also immediately inform his/her supervisor. All district employees are subject to this policy and state law for mandatory reporting of suspected child abuse. Abuse of a child by district employees or by students will not be tolerated.

Any District employee participating in good faith in the making of a report, pursuant to this policy and Oregon law and who has reasonable grounds for the making thereof, shall have

immunity from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of any such report. Further, the initiation of a report in good faith about suspected abuse of a child may not adversely affect any terms or conditions of employment or the work environment of the complainant. If a student initiates a report of suspected abuse of a child by a district employee or a student, in good faith, the student will not be disciplined. No District employee, student or Board member may engage in retaliation against any person who reports suspected abuse of a child. Any employee or student, who engages in any form of retaliation for reporting suspected child abuse, or for participation in an investigation, will be subject to disciplinary action up to and including dismissal.

The district shall have written procedures to provide annual training for district staff in the prevention and identification of abuse of a child and on the obligations of district employees. The district shall provide access to training for parents and legal guardians of students on the prevention, identification of abuse of a child and the obligation of district employees to report suspected abuse of a child.

- All PPS Early Learners staff are *mandatory reporters* under Oregon law (ORS 419B.005–419B.050).
- Reports must be made *immediately*—within **24 hours**—to the Oregon Child Abuse Hotline: **1-855-503-SAFE (7233)**.
- This duty takes priority over all other responsibilities.
- All PPS staff complete annual child abuse prevention training (ORS 339.400).
- Volunteers must report concerns to the site Administrator.

Reporting Guidelines

- *First-person reporting is required*—the staff who suspects or observes must report.
- Do *not* investigate or question the child or others.
- Reports must remain *confidential*. Do not discuss details or share with families.

Prevention & Family Education

- Families review this policy during orientation and home visits.
- Parenting support and abuse prevention training are offered throughout the year.
- The policy is included in the Family Handbook and available upon request.

Procedures:

Reference: Child Abuse Prevention and Sexual (mis)Conduct Training - Portland School District

Suspected Physical or Sexual Abuse, Neglect, or Threat of Harm

Immediate Action Steps:

1. **Notify Your Supervisor.** Inform your supervisor as soon as possible. Reporting should not be delayed while waiting to reach a supervisor.
2. **Make the Report Immediately.** If you suspect abuse or neglect, call the DHS hotline right away. 1-855-503-SAFE (7233)
3. **Supervisor Support and Coordination.** The Supervisor will notify the Family Engagement and Equity Manager (FEEM) to consult on next steps and ensure appropriate support is in place.
    - If the Supervisor and FEEM are unavailable, staff must contact the Director.

DRAFT

- Even if no one is reachable, the staff member must still report to DHS without delay.
- Supervisors will notify the assigned Family Advocate and determine any additional internal communication needed to support the child, family, and classroom.
- Notify the center Principal or front office staff, as needed, so the school office is prepared for potential visits from DHS or law enforcement (or for co-enrolled children).

Important Guidelines:

- **First-Person Reporting Required.** The individual who observes, suspects, or is present during a disclosure must be the person to make the report.
- **Do Not Investigate**
  - Do **not** undress a child to check for injuries.
  - Do **not** take photographs.
  - Do **not** ask leading or investigative questions.
  - Do listen calmly and attentively if a child discloses abuse.
- **Reports for Non-PPS Children**
  If the child involved is **not enrolled in a PPS program**, staff are still required to report. No further PPS follow-up is necessary in such cases.

Reporting suspected child abuse can be emotionally difficult. Support is available. Please reach out to your supervisor, FEEM, or mental health staff for resources and guidance.

What to Report and Document (if known):

Be prepared to provide the following information when speaking to Oregon Child Abuse and Neglect Hotline:

- Your name, job position, and contact information.
- Name, date of birth or age, addresses and phone numbers for all adults and children involved.
- The nature and extent of the abuse, detailed observations and statements made by the child or others; including whether the child has current injuries.
- Explanation given for the abuse and any other information that is applicable to the context of the suspicion or concern.
- Any cultural or language considerations, race, and ethnicity.
- If applicable, a description of the child's disability or any special needs.
- Fill out the PPS Child Abuse Hotline Call Log while making the report (there is info you need to get from the screener to put on the form).
  You will receive an email with a report of your responses.
  Email a copy of your responses to your Supervisor and the FEEM immediately, where it will be kept on file.

Onsite DHS Interview:

If DHS sends investigators to the center to interview a child, staff, or a parent, notify the Early Learners Administrator immediately. We will always request that a staff member be present with the child during the interview; however, this decision rests with DHS.

Be prepared to document the following information:

- Date of the interview
- Location (center and room)
- Names and contact information of DHS interviewers
- Staff present during the interview

- Summary of the interview
- Plan created with DHS regarding disclosure to the family

Child is Removed from the Center:

If a child is taken into protective custody from school, contact the Early Learners Administrator and the Director immediately. DHS or law enforcement is responsible for notifying the parent or guardian. School staff should not contact the parent independently.

If questioned by the parent or guardian, staff may only say:

> *"Personnel from [DHS or a law enforcement agency] removed the child from school. You will be contacted by personnel from that office. I am prohibited by Oregon law from providing any further information."*

DHS or law enforcement personnel must show identification and sign the child out on the center's sign-in/out sheet. If a child is removed due to suspected abuse, efforts will be made to coordinate with DHS or Child Welfare to maintain the child's current site placement, or to transfer them to another site if foster care is needed.

When a Report is Made Against a Staff Member:

If a suspected incident of abuse involves a staff member, the following steps must be followed:

- The staff member or witness must notify their Supervisor and PPS Director of Early Learners immediately. Please see 1302.102(d)(1)(ii) Incident Reporting
- The Supervisor and the staff member will make the DHS report together by calling the Oregon Child Abuse Hotline at 1-855-503-SAFE (7233).
- The Supervisor or staff member must complete the Incident form.
- Staff may be reassigned or suspended pending the outcome of the DHS or law enforcement investigation, or temporarily restricted from contact with children or program spaces
- DHS or law enforcement will be asked to share relevant information to assist in determining next steps.
- Corrective action will be based on the outcome of the investigation.

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CHILD ABUSE AND NEGLECT PROGRAM POLICY

Suspect Child Abuse or Neglect

↓

Notify Supervisor

↓

Call DHS Hotline 1-855-503-SAFE (7233)

↓

Supervisor Notifies Family Equity and Engagement Program Manager

↓

Supervisor Notifies Family Advocate as Necessary and Any Other Staff as Needed

Important Guidelines

- First-person reporting is required
- Do not investigate
- Reports must be made within 24 hours

REPORT MADE AGAINST STAFF MEMBER

↓

Reach out to supervisor immediately

↓

Report to DHS

↓

Supervisor contacts Director
Director notifies HR and Office of Head Start

↓

Complete Child Safety Incident form

↓

Report to State Childcare Division if in licensed facility

- Staff may be reassigned or suspended depending on severity
- DHS or law enforcement determines next steps
- Corrective action will be based on investigation outcome

PORTLAND PUBLIC SCHOOLS

Early Learners Department
501 North Dixon Street | Portland, OR 97227

Administration for Children and Families
Office of Head Start – West Region

March 10, 2026

Subject: Head Start Change in Scope

Portland Public Schools Head Start Governing Board has approved the program's revised Child Abuse & Neglect Policy.

The signature below is confirmation the Head Start Governing Board has approved this request.

Thank you.

PPS School Board Chair	Signature	Date

Portland Public Schools is an equal opportunity educator and employer.

PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

MEMO

Date: 02/27/2026

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Director of Early Learners (Head Start)

Subject: Head Start Action – Fiscal, Policy, and Procedure Approvals

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BACKGROUND

A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.
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4. Updated PPS Head Start Policy & Procedures

1.A. Child Abuse & Neglect – PPS Head Start has revised Child Abuse & Neglect policy and procedures in accordance with the Head Start Program Performance Standard 45 CFR §1302.90(c) which mandates that staff protect children's safety and well-being. The procedure reflects Early Learner's current mandated reporter practices, partnership with ODHS, and staff expectations for need-to-know communication. **The Parent Policy Council approved these revised procedures in January 2026**. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Transportation – PPS Head Start has revised the Transportation policy and procedures to align the Head Start Program Performance § 1303 Transportation. The revisions to this policy clarified the responsibilities of the PPS Early Learners Department and PPS Transportation Department, as well as procedures for McKinney-Vento transportation referrals. PPS Head Start Parent Policy Council approved these revised procedures on December 11, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding. The Change in Scope will maintain fiscal sustainability of our Early Learners Preschool Program.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council provided input, reviewed, and approved these actions and items as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2025 – 2026 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

__KJH__ (Initials)

ATTACHMENTS

A. 2025 Head Start Change in Scope Application
B. 2025 Change in Scope Board Approval Letter
C. 2025 Change in Scope Board Resolution
D. 2024-2025 Self-Assessment Timeline
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    a. Child Abuse & Neglect
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    a. Child Abuse & Neglect
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L. Policy and Procedures Board Resolutions
    a. Child Abuse & Neglect
    b. Transportation

RESOLUTION No. 7272

Approval of Head Start Policy Council Recommendation

RECITALS

A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.

B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.

C. Portland Public Schools Early Learners (Head Start) does not provide transportation services. In some cases, children who qualify under the McKinney-Vento Homeless Assistance Act may be eligible for transportation provided by the PPS Student Transportation Department.

RESOLUTION

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

Early Learners

Transportation

Performance Standard

§ 1303 Transportation.

(a) Applicability. This rule applies to all agencies, including those that provide transportation services, with the exceptions and exclusions provided in this section, regardless of whether such transportation is provided directly on agency owned or leased vehicles or through arrangement with a private or public transportation provider.

(b) Providing transportation services.

(1) If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities, and provide information about these transportation options in recruitment announcements.

(2) A program that provides transportation services must make reasonable efforts to coordinate transportation resources with other human services agencies in its community in order to control costs and to improve the quality and the availability of transportation services.

(3) A program that provides transportation services must ensure all accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

(c) Waiver.

(1) A program that provides transportation services must comply with all provisions in this subpart. A Head Start Preschool program may request to waive a specific requirement in this part, in writing, to the responsible HHS official, as part of an agency's annual application for financial assistance or amendment and must submit any required documentation the responsible HHS official deems necessary to support the waiver. The responsible HHS official is not authorized to waive any requirements with regard to children enrolled in an Early Head Start program. A program may request a waiver when:

(i) Adherence to a requirement in this part would create a safety hazard in the circumstances faced by the agency; and,

(ii) For preschool children, compliance with requirements related to child restraint systems at §§1303.71(d) and 1303.72(a)(1) or bus monitors at §1303.72(a)(4) will result in a significant disruption to the program and the agency demonstrates that waiving such requirements is in the best interest of the children involved.

(2) The responsible HHS official is not authorized to waive any requirements of the Federal Motor Vehicle Safety Standards (FMVSS) made applicable to any class of vehicle under 49 CFR part 571.

Purpose

To ensure all standards are met, when applicable, and children are transported safely when in the care of PPS Early Learners.

Policy

Portland Public Schools (PPS) Early Learners does not provide transportation services. Federal Head Start safety standards for preschool transportation are different from the requirements followed by the

PPS Student Transportation Department, so Early Learners cannot operate their own bus service. For information related to transportation for field trip purposes, see our Field Trip Policy and Procedure.

Procedure

In some cases, children who qualify under the McKinney-Vento Homeless Assistance Act may be eligible for transportation provided by the PPS Student Transportation Department. When this occurs, families may choose to use district transportation services. In this instance, caregivers will sign an Authorized Release form giving permission for Transportation department staff to sign their children into the care of PPS Early Learners staff.

When Early Learner staff receive notification that a child has qualified for transportation support through McKinney Vento, the following steps will be taken to support communication between departments.

- McKinney Vento team will submit the transportation request for enrolled students who qualify, including Early Learner (EL) Program Manager so qualifying children can be tracked appropriately.
- Transportation Department will process the request, including EL Program Manager on all update notifications.
- EL Program Manager will notify Family Advocate and Pod Administrative Assistant at the site that the child will be starting transportation and they will get an update once it is approved.
- Family Advocate will complete the authorized release form with the parent/caregiver and scan/email the signed form to the EL Program Manager to upload in ChildPlus.
- Once final approval notification is sent, EL Program Manager will notify Family Advocate and Pod Administrative Assistant. The Transportation Department will communicate the information about pick up and drop off to the family.

PORTLAND PUBLIC SCHOOLS

Early Learners Department
501 North Dixon Street | Portland, OR 97227

Administration for Children and Families
Office of Head Start – West Region

March 10, 2026

Subject: Head Start Change in Scope

Portland Public Schools Head Start Governing Board has approved the program's revised Transportation Policy.

The signature below is confirmation the Head Start Governing Board has approved this request.

Thank you.

PPS School Board Chair	Signature	Date

Portland Public Schools is an equal opportunity educator and employer.

PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

MEMO

Date: 02/27/2026

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Director of Early Learners (Head Start)

Subject: Head Start Action – Fiscal, Policy, and Procedure Approvals

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BACKGROUND

A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.
B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.

1. PPS Head Start 2023 – 2025 OPK Amended Budget Workbook

As you know, our district currently faces rising costs and limited funding across our system. In order to balance the Early Learners Department budget while maintaining preschool access to the same number of children and families, PPS Head Start requests board approval of our Federal Head Start Change in Scope Application. The Executive Summary here.

The Change in Scope process – managed by the Office of Head Start – allows programs to adjust program funding without Congressional approval. It is a necessary step in PPS Head Start's budget balancing for SY26-27. The process allows us to request to serve fewer children while retaining the same federal funding to increase our per pupil funding rate. The justification for this need is higher staffing costs, changes in community need, and the flat funding through our federal Head Start grant. Reducing the number of Head Start seats will allow our program to better match funding with actual enrollment, operating costs, and personnel costs to ensure long-term program stability. Following the approval of the Change in Scope, our program will have the opportunity to increase preschool seats from other grantors in order to continue to serve the same number of students and families in our community. No currently enrolled children or families will be affected by this plan, and the change will take place for the 2026–27 school year. **The Parent Policy Council approved the Head Start Change in Scope as of February 2026.** Board approval is required. A Board Letter of Approval and Resolution are requested.

2. 2025 – 2026 PPS Head Start Program Self-Assessment Timeline

The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. **The Parent Policy Council approved the Self-Assessment Timeline in December 2025**. A Board Letter of Approval and Resolution are requested.

3. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Selection Criteria for SY26-27

PPS Early Learners enrolls students in Head Start according to Section 645 of the Head Start Act. Federal Poverty Guidelines are used to determine income eligibility for participation in Head Start programs. The poverty guidelines are adjusted for families of different sizes and may be used to determine financial eligibility for certain federal programs such as Head Start services. The guidelines are issued each year in the Federal Register, and as such, the program must provide an annual training to the Parent Policy Council and board on their ERSEA procedures and Enrollment Selection Criteria for the following school year. **The Parent Policy Council received training and approved the SY26-27 Enrollment Selection Criteria in February 2025.** Board approval is required. A Board Letter of Approval and Resolution are requested.

4. Updated PPS Head Start Policy & Procedures

1.A. Child Abuse & Neglect – PPS Head Start has revised Child Abuse & Neglect policy and procedures in accordance with the Head Start Program Performance Standard 45 CFR §1302.90(c) which mandates that staff protect children's safety and well-being. The procedure reflects Early Learner's current mandated reporter practices, partnership with ODHS, and staff expectations for need-to-know communication. **The Parent Policy Council approved these revised procedures in January 2026**. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Transportation – PPS Head Start has revised the Transportation policy and procedures to align the Head Start Program Performance § 1303 Transportation. The revisions to this policy clarified the responsibilities of the PPS Early Learners Department and PPS Transportation Department, as well as procedures for McKinney-Vento transportation referrals. PPS Head Start Parent Policy Council approved these revised procedures on December 11, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding. The Change in Scope will maintain fiscal sustainability of our Early Learners Preschool Program.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council provided input, reviewed, and approved these actions and items as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2025 – 2026 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

__KJH__ (Initials)

ATTACHMENTS

A. 2025 Head Start Change in Scope Application
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RESOLUTION No. 7273

Approval of Head Start Policy Council Recommendation

RECITALS

A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.

B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.

C. PPS Early Learners enrolls students in Head Start according to Section 645 of the Head Start Act. The guidelines are issued each year in the Federal Register, and as such, the program must provide an annual training to the Parent Policy Council and board on their Eligibility, Recruitment, Selection, Enrollment and Attendance procedures and Enrollment Selection Criteria for the following school year.

RESOLUTION

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

Early Learners

2026-27 Selection Criteria

AREA	DESCRIPTION	POINTS
Early Intervention		
Diagnosed Condition	MECP	10
No EI needs	None	00
Income		(auto assigned in CP)
Under 100% of FPL	Elig	200
Public Assistance	TANF/SSI	200
Foster Child	Foster	200
Verified Homeless	Homeless	200
100-130% of FPL	130%	100
130-200% of FPL	200%	50
Over 200% of FPL	Over	00
Other Factors		(entered by FA team)
Transfer from other HS or EHS	Tran or EHS	75
Referral from another agency	Ref	50
Sibling enrolled in last 5 years	Sib	10
Other environmental factors: former or current parental incarceration, divorce, drug/alcohol addiction, domestic violence, child abuse/neglect, death or significant health need in household, presence of significant community violence, parent in military, unstable or poor housing conditions, or other priority population status	Need	10 pts per issue
Age		(auto assigned in CP)
Four by September 1st	Four	100
Four by December 1st	3 ½	50
Three	Three	00

ERSEA Annual Training

Eligibility, Recruitment, Selection, Enrollment and Attendance

PORTLAND
Public Schools

Eligibility

In order to enroll in Portland Public Schools PreK children must:

- Live within the PPS School District boundaries, east of the Willamette River
- Be 3 or 4 years old by September 1st
- Be determined eligible (some priority populations include low SES, experiencing homelessness, receiving SNAP/TANF/SSI, in foster/kinship care, refugee status)
- Income based eligibility:
  - Families under 130% are eligible for all three funding streams.
  - Families under 200% are eligible for Preschool Promise and Preschool for All
  - Families over 200% are eligible for Preschool for All.

Recruitment

- Recruitment is a year-round, team supported activity
- Community Needs Assessment (updated annually) is used to identify key recruitment areas
- Some ways we recruit for our waiting list:
  - Posters at PPS schools
  - District Comms supporting community messaging
  - Community partner notifications
  - Banners and A-frame signs at all sites
  - Community resources fairs and networking events
  - Social media/Website updates
  - Open House events at all locations
  - Word of mouth through current and past enrolled families

Selection

We focus on enrolling children with the least access to quality preschool and have several priority populations. Once applications are submitted they are placed on a weighted wait list based on the information provided. We do not enroll on a first come, first served basis. Our selection criteria are approved annually but our Parent Policy Council and governing board (PPS School Board).

Examples of priority populations that increase enrollment potential:

- Children experiencing homelessness
- Children in foster care
- Children with developmental disabilities
- Children of color (specifically Black, African, Refugee, Latinx, American Indian or Alaska Native)
- Children who speak English as a second language
- Children who have experienced trauma

Early Learners

2026-27 Selection Criteria

AREA	DESCRIPTION	POINTS
Early Intervention		
Diagnosed Condition	MECP	10
No EI needs	None	00
Income		(auto assigned in CP)
Under 100% of FPL	Elig	200
Public Assistance	TANF/SSI	200
Foster Child	Foster	200
Verified Homeless	Homeless	200
100-130% of FPL	130%	100
130-200% of FPL	200%	50
Over 200% of FPL	Over	00
Other Factors		(entered by FA team)
Transfer from other HS or EHS	Tran or EHS	75
Referral from another agency	Ref	50
Sibling enrolled in last 5 years	Sib	10
Other environmental factors: former or current parental incarceration, divorce, drug/alcohol addiction, domestic violence, child abuse/neglect, death or significant health need in household, presence of significant community violence, parent in military, unstable or poor housing conditions, or other priority population status	Need	10 pts per issue
Age		(auto assigned in CP)
Four by September 1st	Four	100
Four by December 1st	3 ½	50
Three	Three	00

Enrollment

Updates:

- During the 2025-26 SY Early Learners reached 98% enrollment, an increase of 6% over the previous two years
- The Pre K application opened March 1st, we are already enrolling families for next school year

Timeline:

- Enrollment for new children starts in March and continues through the Spring and Summer
- Enrollment for returning children starts immediately following Spring Break
- Classroom placement occurs in August

Notes on our process:

- Enrollment team supports parents through the enrollment process in order to complete all required forms
- As a part of ongoing training our team is trained on how to conduct respectful and sensitive interviews with parents during the enrollment process.
- All families receive an initial Teacher home visit before starting in the classroom

Attendance

- Our program monitors attendance regularly, following up with all families whose children are absent for more than two consecutive days to determine if supports are needed
- If a child falls below 85% attendance the Family Service Worker creates an Attendance Success Plan with the family to increase attendance
- Attendance is monitored for the program as a whole in order to address systemic or common attendance barriers for families

Questions?

Contact-Rhiannon Martin
Program Manager-Enrollment & Data
rhmartin@pps.net
971-706-1806

**Parent Policy Council and Governing Board (PPS School Board) approval is required to approve our current selection criteria.*

PORTLAND PUBLIC SCHOOLS

Early Learners Department
501 North Dixon Street | Portland, OR 97227

Administration for Children and Families
Office of Head Start – West Region

March 10, 2026

Subject: Head Start Change in Scope

Portland Public Schools Head Start Governing Board has approved the program's revised ERSEA Eligibility policy.

The signature below is confirmation the Head Start Governing Board has approved this request.

Thank you.

PPS School Board Chair	Signature	Date

Portland Public Schools is an equal opportunity educator and employer.

PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

MEMO

Date: 02/27/2026

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Director of Early Learners (Head Start)

Subject: Head Start Action – Fiscal, Policy, and Procedure Approvals

---

BACKGROUND

A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.
B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.

1. PPS Head Start 2023 – 2025 OPK Amended Budget Workbook

As you know, our district currently faces rising costs and limited funding across our system. In order to balance the Early Learners Department budget while maintaining preschool access to the same number of children and families, PPS Head Start requests board approval of our Federal Head Start Change in Scope Application. The Executive Summary here.

The Change in Scope process – managed by the Office of Head Start – allows programs to adjust program funding without Congressional approval. It is a necessary step in PPS Head Start's budget balancing for SY26-27. The process allows us to request to serve fewer children while retaining the same federal funding to increase our per pupil funding rate. The justification for this need is higher staffing costs, changes in community need, and the flat funding through our federal Head Start grant. Reducing the number of Head Start seats will allow our program to better match funding with actual enrollment, operating costs, and personnel costs to ensure long-term program stability. Following the approval of the Change in Scope, our program will have the opportunity to increase preschool seats from other grantors in order to continue to serve the same number of students and families in our community. No currently enrolled children or families will be affected by this plan, and the change will take place for the 2026–27 school year. **The Parent Policy Council approved the Head Start Change in Scope as of February 2026.** Board approval is required. A Board Letter of Approval and Resolution are requested.

2. 2025 – 2026 PPS Head Start Program Self-Assessment Timeline

The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. **The Parent Policy Council approved the Self-Assessment Timeline in December 2025**. A Board Letter of Approval and Resolution are requested.

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PPS Early Learners enrolls students in Head Start according to Section 645 of the Head Start Act. Federal Poverty Guidelines are used to determine income eligibility for participation in Head Start programs. The poverty guidelines are adjusted for families of different sizes and may be used to determine financial eligibility for certain federal programs such as Head Start services. The guidelines are issued each year in the Federal Register, and as such, the program must provide an annual training to the Parent Policy Council and board on their ERSEA procedures and Enrollment Selection Criteria for the following school year. **The Parent Policy Council received training and approved the SY26-27 Enrollment Selection Criteria in February 2025.** Board approval is required. A Board Letter of Approval and Resolution are requested.

4. Updated PPS Head Start Policy & Procedures

1.A. Child Abuse & Neglect – PPS Head Start has revised Child Abuse & Neglect policy and procedures in accordance with the Head Start Program Performance Standard 45 CFR §1302.90(c) which mandates that staff protect children's safety and well-being. The procedure reflects Early Learner's current mandated reporter practices, partnership with ODHS, and staff expectations for need-to-know communication. **The Parent Policy Council approved these revised procedures in January 2026**. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Transportation – PPS Head Start has revised the Transportation policy and procedures to align the Head Start Program Performance § 1303 Transportation. The revisions to this policy clarified the responsibilities of the PPS Early Learners Department and PPS Transportation Department, as well as procedures for McKinney-Vento transportation referrals. PPS Head Start Parent Policy Council approved these revised procedures on December 11, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding. The Change in Scope will maintain fiscal sustainability of our Early Learners Preschool Program.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council provided input, reviewed, and approved these actions and items as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2025 – 2026 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

__KJH__ (Initials)

ATTACHMENTS

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RESOLUTION No. 7274

Approval of Head Start Policy Council Recommendation

RECITALS

A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.

B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.

C. PPS Head Start is required to submit a Budget Workbook as part of its Department of Early Learning and Care (DELC), Oregon Prenatal – Kindergarten (OPK) biennium grant application. This assists PPS Head Start claims to the DELC grant management system.

RESOLUTION

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

PPS Head Start Change in Scope Executive Summary

- **What is changing:** Portland Public Schools Head Start plans to reduce the number of federally funded Head Start slots by **90**, from **297 to 207**, beginning in **September 2026** for the 2026–27 school year.

  The program proposes 90 slots through the following calculation:

  - 65 slots currently filled by over income families;
  - 20 unfilled slots;
  - 5+ for waitlist variance.

- **Why this change is needed:** The adjustment reflects higher staffing costs, changes in community need, and the amount of funding available through the federal Head Start grant.
- **Community trends:** Fewer families now qualify for Head Start based on income, and more publicly funded early learning options are available across the community. Population shifts, including lower birth rates and rising housing costs, have also reduced demand.
- **Enrollment efforts:** PPS Head Start has successfully met enrollment requirements; however, waitlists have remained small and, at times in recent years, insufficient to remain fully enrolled every month.
- **Financial sustainability:** Rising personnel costs with the current level of funding cannot sustainably support the existing number of slots. A Change in Scope is a means to increase program funding allocations per slot (revenue increase).
- **How this change helps:** Reducing the number of slots allows the program to better match funding with actual enrollment, operating costs and personnel costs to ensure long-term program stability.
- **Impact on families: No currently enrolled children or families will be affected.** The change will take place for the 2026–27 school year.
- **Program quality:** Classroom models, schedules, and services will remain the same. PPS Head Start will continue providing high-quality, comprehensive services to children and families.
- **Looking ahead:** This change supports staff stability and ensures PPS Head Start can continue serving families effectively throughout the remainder of the grant period.

DRAFT

Portland Public Schools Head Start (PPS) requests a Change in Scope (CIS) for our Head Start program. This application and request are for a reduction in slots across our sites. We would like these changes to align with fall enrollment for next school year, beginning September 2026.

Program Narrative

Proposed reduction

PPS is applying to reduce the total federally funded slots by 90, reducing total slots from 297 to 207. In order to make this reduction we will close five classrooms at chronically under-enrolled locations. This reduction will allow the program to consistently reach and maintain at least 97% enrollment with a strong waitlist throughout the year. Further, the program will be able to meet contractual requirements for staff pay and benefits. As the change will not occur until the program's next enrollment year no enrolled families will be displaced or impacted. This change will ensure sustainability as the populations shift (both in need and number) and costs continue to increase. The goal is to maintain quality support for students, families and staff by creating a sustainable funding structure through the end of this grant cycle.

Justification

PPS is requesting these changes in order to ensure full enrollment and retain staff by meeting contractual salary requirements. Based on the program Community Needs Assessment, student enrollment data, and salary requirements for staffing, the following reasons have contributed to the decision to apply for a reduction.

1. **Challenges with addressing full enrollment:** PPS has been on an under-enrollment plan since January 2023. While PPS has worked to reach full enrollment, we have struggled to consistently meet the 97% minimum.
    a. **Increase in families who are over 130% FPL:** Although the program has reached 97% enrollment for this school year, we continue to see a reduced waitlist, with an increasing number of families who are over income. The current waitlist includes 50 families, 96.2% of which are over income. We have updated our selection criteria annually which has led to the number of over-income families who qualify with "other needs" reaching the 10% capacity consistently over the past four enrollment cycles.

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School Year	Percent Enrolled	% of waitlist Over Income
2022-23	87%	56.2%
2023-24	92%	66.4%
2024-25	92%	84.8%
2025-26	97%	96.2%

b. **Increased saturation of care options in service area:** PPS Head Start shares the same service area with Albina Head Start, and there are two other Head Start providers within Multnomah County. Other publicly funded programs in the area include Preschool Promise (state funded) and Preschool For All (county funded). Both Preschool Promise and Preschool For All are projected to expand over the coming years.

Preschool Program	Total Preschool Slots
Portland Public Schools Head Start	648
Albina Head Start	575
Preschool Promise	587
Preschool For All	613
**numbers as of July 2025, PPS Community Needs Assessment*	

c. **Population decline:** As evidenced in the Community Needs Assessment, our service area has experienced a 17% decline in K-12 school enrollment in the last three years. This is due in part to declining birth rates, rising costs of living, and a shortage of affordable housing in the city. Between 2010-2020 birth rates in Multnomah County declined by 24% and continued that decline through the pandemic. Further, the cost of living in Portland is 26% more than the average US city, and the highest in Oregon. This has forced residents to move outside of the city limits and therefore outside of the service area. Data from 2023 Community Needs Assessment shows that 46% of households in Multnomah County have an annual income less than the threshold needed to avoid financial hardship as opposed to 30% in 2019, meaning more families are struggling to make ends meet. Portlanders often earn more

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than the typical American worker; however due to costs — particularly higher housing costs — the average incomes don't stretch as far as the raw figures might suggest.

	Nationally	**Portland Metro Area**
Median Household Income	$83,730	$88,792
Housing Cost Index	100 (baseline)	207 (far exceeds baseline)
Average Cost of Living	100% (baseline)	+25-38% higher
**data from US Census and Bureau of Labor reports*		

2. **Increase in staffing costs:** In 2023-24 both the teacher and classified unions negotiated significant pay increases for staff. This caused a need for restructuring within the program, both operationally and related to program-wide support staff (administrators, clerical, and content area support staff). Despite these changes, the salary schedules will continue to increase on an annual basis in accordance with bargaining agreements. Total compensation is expected to climb 6% in fiscal year 2027 as well; fringe is increasing from 31% to 34% of annual salary, along with health insurance costs. This will impact the overall ability of the program to stretch the budget to meet requirements. By reducing the number of total slots, the program will be positioned to retain qualified staff in order to provide high quality services to the community.

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Annual Salary Step Chart (Low to High End 2019-2027)

Annual Salary	2019-2020	2025-26	2026-27 (Projected)	Current Program Average	Retention: % in of staff in program >10 yrs
Licensed Educator (PAT) Salaries	$43,382 to $88,216	$59,874 to $116,506	$63,466 to $123,496	$94,625	57%
PFSP Family Advocate Salaries	$30,520 to $37,678	$37,970 to $65,395	$40,248 to $80,024	$49,142	32%
PFSP Education Assistant Salaries	$22,297 to $28,493	$27,767 to $38,707	$29,433 to $41,029	$29,941	

- **Licensed Teachers:** A majority of PPS Head Start teachers are placed in the upper range of the salary schedule, reflecting workforce stability and longevity. Over a two-year period (2024–2026), teacher turnover remained low, with 4 of 51 teachers (7.8%) resigning or separating. This increases personnel costs over time as shown in the Salary Schedule Growth Over Time chart. Adding to this increase are the total compensation numbers, including fringe and health rates that are determined by labor contracts. For example, a teacher with an annual salary of $97,526 is receiving a total compensation of $151,593 when included in their current fringe ($30,506) and health insurance ($23,561).
- **PFSP Family Advocates:** A majority of PPS Head Start Family Advocates are positioned in the lower portion of the salary schedule. However, once fringe and health insurance are included, total compensation per employee increases significantly. For example, the amount the program pays for a Family Advocate whose annual rate is $39,291 increases to $71,922 total compensation when fringe and health insurance are included.
- **PFSP Education Assistants:** A majority of PPS Head Start Education Assistants, our largest employee group, are positioned in the lower portion of the salary schedule. However, once fringe and health insurance are included, total compensation increases significantly. For example, the amount the program pays for an Educational Assistant whose annual rate is $35,388 increases to $66,798 when fringe and health insurance are included.

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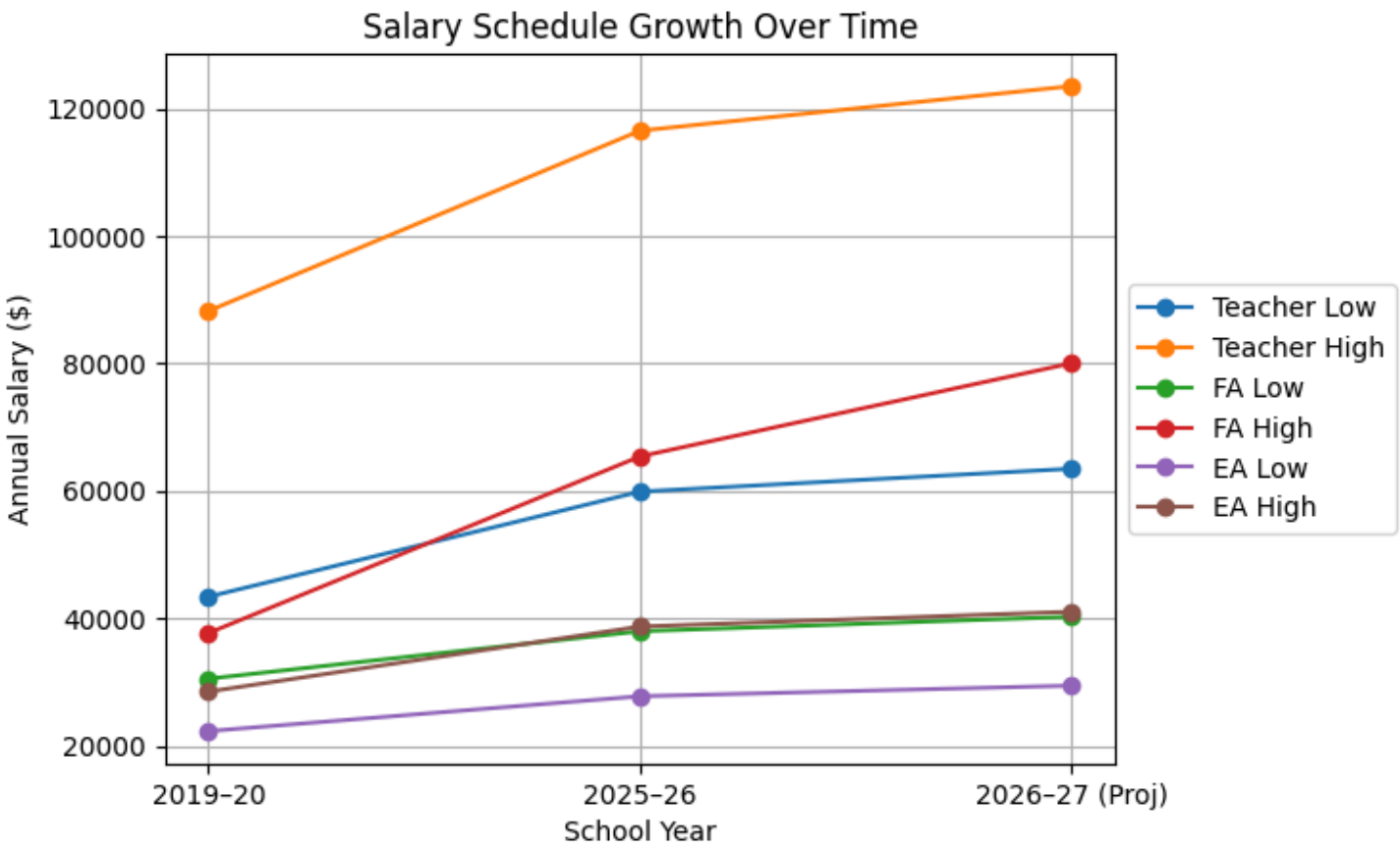

Wage Comparability

PPS exceeds the current performance standards requirements related to compensation, credentials, and working conditions; the program sets the pace for other area programs. Program standards are established through collective bargaining agreements for our licensed teachers and classified staff, which represents the majority of PPS Head Start employees. As a result, personnel costs reflect contractual obligations that support staff retention, professional qualifications, and high-quality service delivery. These compensation levels apply across all district instructional staff. The proposed CIS reflects enrollment and funding alignment considerations rather than wage-setting decisions.

PPS teacher wages are highly competitive within Oregon. Under the current PAT (Portland Association of Teachers) salary schedule, the Step A rate is $57,206, which is approximately 28.7% above Oregon's average starting teacher salary ($44,446). The salary schedule also reflects continued negotiated increases in recent years, supporting workforce stability and credential attainment. Staff turnover is low, due to staff being compensated at higher step levels.

Service Delivery Model and Schedule

No changes planned for service delivery model or schedule.

Administrative and Supervisory Structure

Indirect charges for administrative costs are approved annually by the Oregon Department of Education based on information provided by the District's accounting department. Indirect charges are automatically calculated by the District's ERP each month for each grant based on monthly expenditures. Supervisory adjustments will be made proportionately to align with the reduction in classrooms. Workloads will also be redistributed to ensure continued program quality and compliance.

Budget Considerations

Program fiscal data shows that due to employee labor costs, established through collective bargaining agreements, current and projected personnel expenses exceed the funding capacity of the existing Head Start grant and non-federal match Oregon Pre-Kindergarten (OPK) state grant. Without adjustments to funded enrollment levels or cost allocation, the program is projected to remain structurally underfunded in the next school year. To address this imbalance, the table below illustrates the relationship between the federal Head Start award and funded enrollment. By reducing the federally funded enrollment by 90 slots the total federal award will be distributed across fewer children. This adjustment increases per-slot federal funding, better aligning resources with rising labor costs and the evolving needs of families served.

Current vs. Proposal Federal Head Start Funding – Per Slot Comparison Analysis

Scenario	Per Slot (Fed Award / Slot)	Per Slot (Federal Award)	Total Federal Award
Current	297	$21,488.95	$6,382,217
Proposal FY27 CIS	207	$30,832	$6,382,217

Current Allocation and Cost per Child (Non – Federal Match OPK + Federal)

The current Cost Allocation Plan is no longer sustainable due to rising salary costs. PPS strives to set a living wage in the education field as displayed through our efforts in employee compensation while providing quality education

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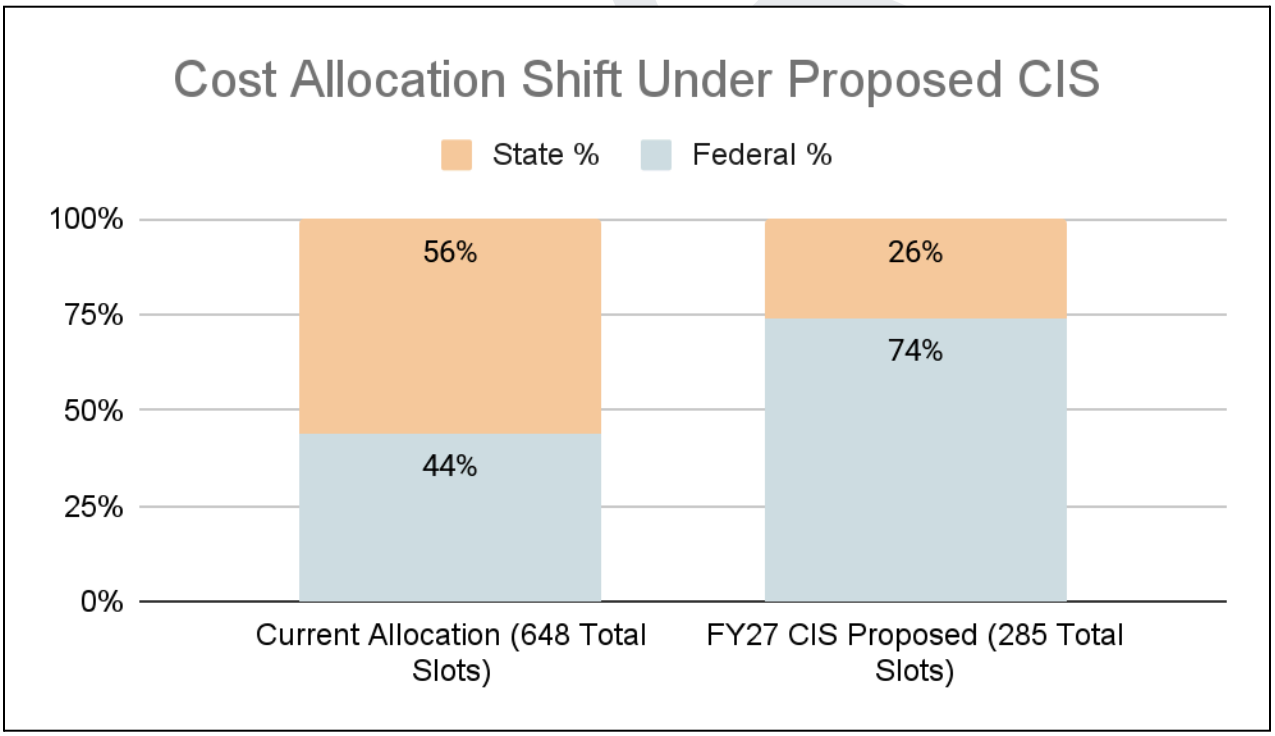
and services to our students. Without a CIS, a 6% increase in total compensation will exceed our $8.5M State OPK award as well as our Federal Award of $6.38M.

Proposed Allocation and Cost per Child (Non – Federal Match OPK + Federal)

Implementation of the CIS will result in updates to the program cost allocation plan. As federally funded enrollment slots are reduced, proportional cost allocation adjusts in accordance with approved methodology and slot distribution. Currently, the cost allocation is 44% federal and 56% non-federal match. Under the proposed CIS, the allocation will shift to 75% federal and 25% non-federal match.

Proposed Configuration (285 Total Slots)

Funding Source	Slots	% of Total	Cost per Child
Non-federal Match (OPK)	78	26%	$24,220.50
Federally Funded (Head Start)	207	74%	$30,832.00



Cost Allocation Methodology

- Classroom personnel and classroom-specific costs are allocated based on proportional allocation, reflecting the direct benefit provided to each program. The OPK funding requirements are patterned after the federal

allowable costs, so expenses are split between the two funding sources based on the percentage of funding from each source. Our direct classroom and site support staff positions are allocated based on total slot enrollment at each site. For example, our braided Federal Head Start and State OPK classrooms are predominantly 14/5 (75% & 25% split).

- All other expenses are split between the federal and non-federal match (OPK) funds based on the percentages listed above. Federal Head Start and OPK funds are tracked under separate grant numbers in the PPS financial system, and journal entries are made as needed to ensure that spending follows the individual budgets.

Non-Personnel Expenses

There are no equipment or facilities purchases or improvements planned. There will be no change to transportation and only minimal increase to supply costs anticipated due to inflation. The program will continue leveraging local partnerships and contracted services to manage operational costs efficiently. Out-of-district travel remains limited and compliant with the Federal T/TA Plan.

Staffing & Personnel

Staffing adjustments will be evaluated to align expenditures with available funding while maintaining program quality and compliance with staffing requirements. Adjustments will be made proportionately to align with the reduction in classrooms. This is inclusive of: family advocates, supervisors, support staff, etc. Workloads will also be redistributed to ensure continued program quality and compliance. With the proposed CIS and revised cost allocation, the program is projected to align Head Start expenditures with available federal funding in FY27.

Implementation Timeline

- Early March-Submit Change in Scope to HSES for approval
- Early April-Staffing adjustments made
- March 1st-Enrollment for 2026-27 school year opens
- September 2026-Approved updates fully implemented

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Summary of Change In Scope Proposal

Portland Public Schools (PPS) Head Start requests approval for a Change in Scope to reduce federally funded Head Start enrollment by 90 slots, from 297 to 207, effective September 2026 at the start of the 2026–27 program year. This adjustment is necessary to align funded enrollment with demonstrated community demand, rising personnel costs driven by collective bargaining agreements, and the fiscal capacity of the current federal award.

Despite sustained implementation of a Full Enrollment Initiative, PPS Head Start has faced persistent challenges meeting the 97 percent enrollment requirement. Community Needs Assessment data show a declining pool of income-eligible families, increasing saturation of publicly funded early learning options in the service area, and population shifts resulting from declining birth rates and rising housing costs. While enrollment has improved over time, waitlists increasingly consist of families who are over income or whose preferences cannot be met, limiting the program's ability to sustain full enrollment under the current slot configuration.

Personnel costs now exceed the funding capacity of the existing federal award. Without a reduction in slots or revised cost allocation, the program is projected to remain structurally underfunded in FY27. The proposed Change in Scope increases per-slot federal funding by distributing the existing award across fewer children, improving alignment between expenditures and available federal resources while maintaining compliance with wage comparability and cost allocation requirements.

Implementation of the Change in Scope will involve the closure of five chronically under-enrolled classrooms. No currently enrolled families will be displaced, as changes will take effect prior to the opening of enrollment for the 2026–27 program year. Service delivery models, schedules, and administrative structures will remain unchanged. This request supports fiscal sustainability, staff retention, and continued delivery of high-quality comprehensive services through the remainder of the grant period.

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2026 PPS Head Start Change in Scope Statement of Approval

The PPS Head Start Policy Council approves the submission of a Change in Scope request to the Office of Head Start to adjust funded enrollment beginning in the 2026–2027 program year. The Policy Council recognizes that this request is based on program data, community need, and the goal of maintaining high-quality services and stable staffing. The Council supports this action as being in the best interest of enrolled children, families, and the long-term strength of the program.

Parent Policy Council Chair Date

The [Portland Public Schools Board of Education] approves the submission of a Change in Scope request to the Office of Head Start to adjust funded enrollment for the PPS Head Start program effective September 2026. This action supports alignment of program design with current community demand, workforce capacity, and available resources. The Board affirms that the proposed changes are data-informed and intended to maintain high-quality services for children and families while ensuring long-term program sustainability.

PPS School Board Chair Date

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PPS Head Start Change in Scope Executive Summary

- **What is changing:** Portland Public Schools Head Start plans to reduce the number of federally funded Head Start slots by **90**, from **297 to 207**, beginning in **September 2026** for the 2026–27 school year.

  The program proposes 90 slots through the following calculation:

  - 65 slots currently filled by over income families;
  - 20 unfilled slots;
  - 5+ for waitlist variance.

- **Why this change is needed:** The adjustment reflects higher staffing costs, changes in community need, and the amount of funding available through the federal Head Start grant.
- **Community trends:** Fewer families now qualify for Head Start based on income, and more publicly funded early learning options are available across the community. Population shifts, including lower birth rates and rising housing costs, have also reduced demand.
- **Enrollment efforts:** PPS Head Start has successfully met enrollment requirements; however, waitlists have remained small and, at times in recent years, insufficient to remain fully enrolled every month.
- **Financial sustainability:** Rising personnel costs with the current level of funding cannot sustainably support the existing number of slots. A Change in Scope is a means to increase program funding allocations per slot (revenue increase).
- **How this change helps:** Reducing the number of slots allows the program to better match funding with actual enrollment, operating costs and personnel costs to ensure long-term program stability.
- **Impact on families: No currently enrolled children or families will be affected.** The change will take place for the 2026–27 school year.
- **Program quality:** Classroom models, schedules, and services will remain the same. PPS Head Start will continue providing high-quality, comprehensive services to children and families.
- **Looking ahead:** This change supports staff stability and ensures PPS Head Start can continue serving families effectively throughout the remainder of the grant period.

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Resumen ejecutivo del cambio de alcance de PPS Head Start

- **¿Qué está cambiando?** El programa Head Start de las Escuelas Públicas de Portland planea reducir la cantidad de cupos financiados con fondos federales para Head Start.**90**, de **297 a 207**, comenzando en **Septiembre de 2026** para el año escolar 2026-27.

  El programa propone 90 plazas mediante el siguiente cálculo:

  - 65 plazas ocupadas actualmente por familias con ingresos superiores a los normales;
  - 20 espacios sin llenar;
  - 5+ para variación de lista de espera.

- **¿Por qué es necesario este cambio?** El ajuste refleja mayores costos de personal, cambios en las necesidades de la comunidad y la cantidad de fondos disponibles a través de la subvención federal Head Start.
- **Tendencias de la comunidad:** Ahora, menos familias califican para Head Start según sus ingresos, y hay más opciones de aprendizaje temprano financiadas con fondos públicos disponibles en toda la comunidad. Los cambios demográficos, como la disminución de las tasas de natalidad y el aumento del costo de la vivienda, también han reducido la demanda.
- **Esfuerzos de inscripción:** PPS Head Start ha cumplido con éxito los requisitos de inscripción; sin embargo, las listas de espera se han mantenido pequeñas y, a veces en los últimos años, insuficientes para mantener la inscripción completa cada mes.
- **Sostenibilidad financiera:** El aumento de los costos de personal con el nivel actual de financiación no permite cubrir de forma sostenible el número de plazas existentes. Un cambio de alcance es una forma de aumentar la asignación de fondos del programa por plaza (incremento de los ingresos).
- **Cómo ayuda este cambio:** Reducir el número de plazas permite que el programa adecue mejor el financiamiento a la inscripción real, los costos operativos y los costos de personal para garantizar la estabilidad del programa a largo plazo.
- **Impacto en las familias: Ningún niño o familia actualmente inscrito se verá afectado.** El cambio tendrá lugar para el año escolar 2026-27.
- **Calidad del programa:** Los modelos de aula, los horarios y los servicios se mantendrán sin cambios. PPS Head Start seguirá brindando servicios integrales de alta calidad a niños y familias.
- **Mirando hacia el futuro:** Este cambio respalda la estabilidad del personal y garantiza que PPS Head Start pueda seguir prestando servicios a las familias de manera eficaz durante el resto del período de la subvención.

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PORTLAND PUBLIC SCHOOLS

Early Learners Department
501 North Dixon Street | Portland, OR 97227

Administration for Children and Families
Office of Head Start – West Region

March 10, 2026

Subject: Head Start Change in Scope

The Portland Public Schools Board of Education approves the submission of a Change in Scope request to the Office of Head Start to adjust funded enrollment for the PPS Head Start program effective September 2026. This action supports alignment of program design with current community demand, workforce capacity, and available resources.

The Board affirms that the proposed changes are data-informed and intended to maintain high-quality services for children and families while ensuring long-term program sustainability.

The signature below is confirmation the governing board has approved this request.

PPS School Board Chair | Signature | Date

Portland Public Schools is an equal opportunity educator and employer.

PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

MEMO

Date: 02/27/2026

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Director of Early Learners (Head Start)

Subject: Head Start Action – Fiscal, Policy, and Procedure Approvals

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BACKGROUND

A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.
B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.

1. PPS Head Start 2023 – 2025 OPK Amended Budget Workbook

As you know, our district currently faces rising costs and limited funding across our system. In order to balance the Early Learners Department budget while maintaining preschool access to the same number of children and families, PPS Head Start requests board approval of our Federal Head Start Change in Scope Application. The Executive Summary here.

The Change in Scope process – managed by the Office of Head Start – allows programs to adjust program funding without Congressional approval. It is a necessary step in PPS Head Start's budget balancing for SY26-27. The process allows us to request to serve fewer children while retaining the same federal funding to increase our per pupil funding rate. The justification for this need is higher staffing costs, changes in community need, and the flat funding through our federal Head Start grant. Reducing the number of Head Start seats will allow our program to better match funding with actual enrollment, operating costs, and personnel costs to ensure long-term program stability. Following the approval of the Change in Scope, our program will have the opportunity to increase preschool seats from other grantors in order to continue to serve the same number of students and families in our community. No currently enrolled children or families will be affected by this plan, and the change will take place for the 2026–27 school year. **The Parent Policy Council approved the Head Start Change in Scope as of February 2026.** Board approval is required. A Board Letter of Approval and Resolution are requested.

2. 2025 – 2026 PPS Head Start Program Self-Assessment Timeline

The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. **The Parent Policy Council approved the Self-Assessment Timeline in December 2025**. A Board Letter of Approval and Resolution are requested.

3. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Selection Criteria for SY26-27

PPS Early Learners enrolls students in Head Start according to Section 645 of the Head Start Act. Federal Poverty Guidelines are used to determine income eligibility for participation in Head Start programs. The poverty guidelines are adjusted for families of different sizes and may be used to determine financial eligibility for certain federal programs such as Head Start services. The guidelines are issued each year in the Federal Register, and as such, the program must provide an annual training to the Parent Policy Council and board on their ERSEA procedures and Enrollment Selection Criteria for the following school year. **The Parent Policy Council received training and approved the SY26-27 Enrollment Selection Criteria in February 2025.** Board approval is required. A Board Letter of Approval and Resolution are requested.

4. Updated PPS Head Start Policy & Procedures

1.A. Child Abuse & Neglect – PPS Head Start has revised Child Abuse & Neglect policy and procedures in accordance with the Head Start Program Performance Standard 45 CFR §1302.90(c) which mandates that staff protect children's safety and well-being. The procedure reflects Early Learner's current mandated reporter practices, partnership with ODHS, and staff expectations for need-to-know communication. **The Parent Policy Council approved these revised procedures in January 2026**. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Transportation – PPS Head Start has revised the Transportation policy and procedures to align the Head Start Program Performance § 1303 Transportation. The revisions to this policy clarified the responsibilities of the PPS Early Learners Department and PPS Transportation Department, as well as procedures for McKinney-Vento transportation referrals. PPS Head Start Parent Policy Council approved these revised procedures on December 11, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding. The Change in Scope will maintain fiscal sustainability of our Early Learners Preschool Program.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council provided input, reviewed, and approved these actions and items as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2025 – 2026 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

__KJH__ (Initials)

ATTACHMENTS

A. 2025 Head Start Change in Scope Application
B. 2025 Change in Scope Board Approval Letter
C. 2025 Change in Scope Board Resolution
D. 2024-2025 Self-Assessment Timeline
E. 2024-2025 Self-Assessment Timeline Board Approval Letter
F. 2024-2025 Self-Assessment Timeline Board Resolution
G. 2025-26 ERSEA Training & Selection Criteria
H. 2025-26 ERSEA Training & Selection Criteria Board Approval Letter
I. 2025-26 ERSEA Training & Selection Criteria Board Resolution
J. Policy and Procedures
    a. Child Abuse & Neglect
    b. Transportation
K. Policy and Procedures Board Approval Letters
    a. Child Abuse & Neglect
    b. Transportation
L. Policy and Procedures Board Resolutions
    a. Child Abuse & Neglect
    b. Transportation

RESOLUTION No. 7275

Approval of Head Start Policy Council Recommendation

RECITALS

A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.

B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.

C. The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families.

RESOLUTION

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

PPS Head Start
Self-Assessment Timeline
2025-26

What is the purpose of the Self–Assessment Committee?
The self-assessment is conducted once each year and helps Head Start leaders understand the effectiveness of program operations. The process provides the mechanism for ensuring programs are doing the right things, as well as to identify and make necessary course corrections. Overall, the self assessment uses data to monitor progress toward program goals, compliance with the program requirements, and effectiveness in promoting school readiness.

Who is on the Self-Assessment Committee?
The committee is made up of program Management Team, staff from all classifications, and caregivers. This grouping allows for several perspectives as data is presented and reviewed.

December 2025
- Policy Council Approval of Self-Assessment Timeline and Process
- Formation of Self-Assessment Committee

January 2026
- Review Self-Assessment process and data protocol
- Review 5-year goals and objectives
- Review School Readiness Goals
- Determine focus teams for each area

February – April 2026
- Small groups review program data to assess progress toward goals
- After each meeting, Content Lead will develop 1 page summary to present to Policy Council for review and approval
- Virtually review family and staff survey questions (end of April)

May 2026
- Send Family and Staff Surveys (open for month of May)
- School Readiness Goals
- Draft Self Assessment Report
    - Year 2 progress summary pages
    - Year 2 School Readiness Goal progress

June 2026
- Review survey data, add to report
- Policy Council review and approve Self Assessment Report

July 2026
- Finalize Self-Assessment Report
- Submit to Grantors (for August 1st Grant Application)

PPS Head Start
Self-Assessment Timeline
2025-26

Month/Date	Task	Person Responsible
December 10	Policy Council approve timeline	Policy Council
January 20	Review process, goals, deliverables, assigned teams	Management Team
February 17	Family Engagement	Vanessa, Crystal
March 11	PC approval	Policy Council
March 17	Health/Mental Health	Nikki, Alison, Nurse team
April 8	PC approval	Policy Council
April 7	Education/Inclusion	ELA team, Dani
May 13	PC approval	Policy Council
May 19	School Readiness Goals	Management Team
June 2	Review survey results	Management Team
June 3	Review and approve Self Assessment Report	Policy Council
July 15	Final report submitted	Dana

Goal 1	1.1 (4/7) 1.2 (2/17, 4/7) 1.3 (3/17)
Goal 2	2.1 (3/17) 2.2 (3/17)
Goal 3	3.1 (3/17) 3.2 (6/2) 3.3 (2/17)
Goal 4	4.1 (2/17) 4.2 (6/2) 4.3 (2/17)

PORTLAND PUBLIC SCHOOLS

Early Learners Department
501 North Dixon Street | Portland, OR 97227

Administration for Children and Families
Office of Head Start – West Region

March 10, 2026

Subject: Head Start Change in Scope

Portland Public Schools Head Start Governing Board has approved the program's 2026 Head Start Self-Assessment Timeline.

The signature below is confirmation the Head Start Governing Board has approved this request.

Thank you.

PPS School Board Chair	Signature	Date

Portland Public Schools is an equal opportunity educator and employer.

RESOLUTION No. 7276

Contract Extension for Administrators

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the employment contracts of the contract Administrators listed below be extended.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby extends the employment contracts of the following persons until June 2028, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Adams	Allison
Ahmann	Tiana
Armendariz	Debora
Ayala	Nicole
Bancroft	Cinnamon
Barron	Emily
Benjamin Samuels	Loretta
Berg	Eryn
Berry	Rebecca
Bourland	Tara
Brant	Alyson
Brida	Christopher
Bromberg	Anthony
Brown-Warrens	Traniece
Bryant	Jill
Buno	Jerry
Carbone	Jeandre
Cardona	Isaac
Collins	Diana
Corona	Gabriel
Cota	Danielle
Dillingham	Angela
Ditto	Lisa
Earle	Heidi
Flamoe	Sabrina
Freeman	Maria Roma
Froehlich	Deanne
Garrido	Celina
Gassert	Crystal
Gerber	Amber
Gianotti	Maria
Glasgow	Emily
Goldstein	Matthew

Green	TaLisa
Gregoricka	Gary
Gregory	Garin
Guzman	Marquita
Hawking	Lisa
Holm	David
Hristic	Filip
Huggins	Elise
Hunt	Jill
James	Cheryl
Jeans	Jonathan
Jefferson	Camedra
Johnson	Travis
Johnson	Niki
Joyce	Tina
Karsten	Kristy
Keefer	Benjamin
Keller	Benjamin
Kieffer	Cynthia
Kruger	Diana
LaCarrubba	Christopher
Langdahl	Alaina
Lathan	Chrysanthius
Lefferts	Karly
Lewis	Christopher
Liddle	Jill
Mahlum	Elizabeth
Martin	Elizabeth
Martinez	David
McMillen	Alicia
Munoz Nabielski	Risa
Naegele	Zulema
Newlyn	Lisa
Olivas	Ambar
Pakseresht	Kaveh
Parman	Kristan
Peeler	Jeffrey
Pierce	Nancy
Robertson	Blake
Roepel	Jason
Roosevelt	Scott
Sandilands	Mark
Seidel	Teresa

Self	Denise
Shriki	Rina
Skyles	Adam
Sun	Regina
Van Der Wolf	Pamela
Vawter	Julie
Vimegnon	Harriette
Wall	Scott
Wardrop	Shannon
Waters	Jeffrey
West	Kerri
Williams	Karmin
Wilson	Curtis
Wilson	Elizabeth
Woods	Patrice

RESOLUTION No. 7277

Election of Contract Administrators

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the Administrators listed below who have been employed by the District as regularly appointed Administrators for three successive school years be elected as Contract Administrators.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Contract Administrators for the 2026-2027 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Adams	Melodie
Armendariz	Febe
Boschma	Alan
Dunn	Melissa
El Youssef	Rosemarie
Essex	Elizabeth
Eto-Tharp	Stacy
Ferguson	Aaron
Flores	Wilfredo
Gervais	Amy
Gillis	Dawn
Gunderson	Katie
Harrison	Jonathan
Hughes	Christianne
Jara	Luis
Johns	Kimberly
Johnston	Derek
Lilla	Darren
McClellan	Claudia
Nguyen	Thai
Presley	Rebecca
Ramos	Jesus
Re-Bloom	Dana
Siel	Donald
Smith	Casey
Stiles	Dana
Twiss	Ian
Voelker	Jamie
Vu	Rose
Wicker	Tarehna
Zuniga	Adriana

RESOLUTION No. 7278

Contract Renewal for Probationary Administrators

RECITAL

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the employment contracts of the probationary administrators listed below be renewed.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby renew the employment contracts of the following persons until June 2027, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Alexander	Sabrina
Baird	Michael
Benice	Laura
Brown	Jennifer
Carpenter	Daniel
Charles	Kelli
Coronado	Nadia
Davis	Anna
Drescher	Michael
Hudson	Ashlee
Jackson	Dawn
Knapp	Jennie
Lim	Melissa
Loewen	Katherine
Magnett	Jessika
Malone	Sheryl
Marchyok	Terry
Mauldin	Robin
Mejia	Paul
Orbase	Sheryll
Roberti	Carmen
Starkovich	Leah
Tibbs	Jamaal
Tofanelli-Dougherty	Moira
Tyner	Cezanne
Wiles	Matthew
Willis	Ketina
Yee	Angela

RESOLUTION No. 7279

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- February 10, 2026 – Regular Meeting
- February 24, 2026 – Work Session w a vote on Consent Agenda

PORTLAND PUBLIC SCHOOLS
Board of Education
Tuesday, February 24, 2026

Work Session with Vote on Consent Agenda

Meeting Minutes

(Draft for Approval)

INDEX

Meeting Location and Attendance 02
Call to Order 02
Consent Agenda - Resolutions 7251 through 7256 02
Metropolitan Learning Center Programmatic Restructuring 02
Graduation data for SY 2024-2026; Post Secondary Readiness Indicators 03
Enterprise Resource Planning (ERP) Update 03
Finance Focus 03
Other Business and Future Agenda Items 03
Adjournment 03
Resolutions as adopted 04

In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:
https://www.youtube.com/@ppsboardofeducation

Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Work Session with Vote on Consent Agenda of the Portland Public Schools Board of Education was held at Dr. Matthew Prophet Education Center - Board Auditorium, 501 N. Dixon St, Portland, OR 97227 and streamed live at: https://www.youtube.com/@ppsboardofeducation/live

Attendance

Present:
Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia LaForte, Christy Splitt, and Patte Sullivan; Student Representative Ian Ritorto; and Superintendent Kimberlee Armstrong

Call to Order and Introductions

The meeting was called to order at 6:01 pm by Board Chair Eddie Wang.

Consent Agenda - Resolutions 7251 through 7256

Time: 6:05 pm

Actions:

- Vice-Chair DePass moved and Director Chase-Miller seconded the motion to adopt Consent Agenda, including Resolutions 7251 and 7256. The motion was put to a voice vote and passed (6 yes – 0 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Absent; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Metropolitan Learning Center Programmatic Restructuring

Time: 6:10 pm

Superintendent Armstrong opened by providing some comments about the decision to no longer offer a high school option at the Metropolitan Learning Center. She acknowledged the feedback that has been received on engagement and decision making. She also shared that the legal team has confirmed that the District is operating within Board Policy.

Kristina Howard, Renard Adams, and Isaac Cardona provided a presentation on the restructuring of Metropolitan Learning Center (MLC) to discontinue grades 9-11. Conversations started with principals when looking at providing quality and stable instruction with equity of access for next year and beyond. They shared the enrollment process and enrollment trend at MLC., as well as enrollment demographics, program staffing comparisons, projected savings by the change, and what alternative options are available to students.

Student Representative Ritorto expressed empathy and encouraged people to turn to the State Legislature. Director Sullivan advocated for the state school stability fund to be released and expressed sadness as a former teacher who taught for 20 years at MLC.

Director Chase-Miller stated she understands the need for an alternative school in the District and asked questions about other options for students that benefit from an environment like MLC, for example students who are neuro-divergent. There were questions about engagement, alternative options, process, and the timeline that led up to the decision to no longer offer high school grades. Director La Forte expressed her opinion that she thinks the Policy was not followed and requested a pause and that staff bring forward a fiscal impact statement. Chair Wang acknowledged the decision is hard and that ignoring the issue creates downstream effects.

Public Comment

- Milo Wade-requested that the high school at Metropolitan Learning Center stay open and did not think it was a good process.
- Nicke Peifer-requested that the high school at Metropolitan Learning Center stay open and did not think it was a good process.

- Ezra Weiss-requested that the high school at Metropolitan Learning Center stay open and stated it was a good option for his son.
- Allison Mosher-requested that the high school at Metropolitan Learning Center stay open and did not think it was a good process.
- Crystal Hilton-requested that the high school at Metropolitan Learning Center stay open and stated she thought it was a model program.

Graduation data for SY 2024-2026; Post Secondary Readiness Indicators

Time: 8:03 pm

Kristina Howard, Renard Adams, and Isaac Cardona provided a presentation on Graduation and Completion rates. There was an overview of the graduation data showing there has been a two year trend of lower graduation rates. Staff acknowledged that racial disparities, language barriers, and needing special education services predict lower graduation rates. The District has initiated “Project Graduation” as a short term focus on support for high schools by engaging with principals to understand what targeted support is needed. Staff also walked through the continuum for postsecondary readiness, from transition into high school to advanced credit options.

Board members had questions about the data presented and wondered if there was data that correlated participation in Career Technical Education and graduation rates. There were also questions about the correlation between English Language Learners participating in Dual Language Immersion programs and graduation rates.

Enterprise Resource Planning (ERP) Update

Time: 8:47 pm

Russel Adamson provided an update on the Enterprise Resource Planning project which is fully bond funded. This will replace a 25 year old system and will impact all systems across the organization, with the exception of the student information system. He shared a timeline for selection of a vendor. There were questions about the location and makeup of some of the vendors who responded to the request for proposal.

Finance Focus

Time: 8:58 pm

Michelle Morrison shared an update about the current year budget assumption and variances since adoption, including several emergency declarations pertaining to the health and safety at schools that needed to be addressed this year. She shared that the District no longer has the flexibility in its budget to absorb these things as they come up. She provided an overview of mitigation plans in place including spending controls.

Dr. Armstrong shared there is no more fund balance that we can pull to address real needs in schools and that she just learned of this shortfall. This financial hardship is real and any action taken or not taken will have impacts next year.

There were questions about furlough days and what savings it would provide and whether unfunded mandates have contributed to this shortfall. Superintendent Armstrong responded that Oregon Family Leave Act is an example of a requirement that has a big impact on the budget and if furloughs don’t happen, then there will be mid-year layoffs.

Other Business and Future Agenda Items

Time: 9:39 pm

None at this time. Director Splitt thanked the Board and staff for being willing to hear from the Metropolitan Learning Center community.

Adjourn

The meeting was adjourned at 9:42 pm by Board Chair Wang.

Submitted by:

Rosanne Powell
Senior Board Manager
Portland Public Schools

Resolutions As Adopted

No.	Title	Page
7251	Adoption of the Minutes	05
7252	Expenditure Contracts that Exceed $150,000 for Delegation of Authority	06
7253	Revenue Contracts that Exceed $150,000 for Delegation of Authority	07
7254	Students Requesting Exemption from PE State Requirement	08
7255	Settlement Agreement	09
7256	Resolution to Appoint Student Representatives to Portland Public Schools Board of Education Committees	10

RESOLUTION No. 7251

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- January 27, 2026 – Special Meeting and Work Session
- February 10, 2026 – Regular Meeting

RESOLUTION No. 7252

Expenditure Contracts that Exceed $150,000 for Delegation of Authority

RECITAL

Portland Public Schools ("District") Public Contracting Rules PPS-45-0200 ("Authority to Approve District Contracts; Delegation of Authority to Superintendent") requires the Board of Education ("Board") enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds $150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

No New Contracts

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
Mahlum Architects	2/25/2026 Through 12/31/2029	Architecture ARCH 94069 Amendment 22	Amendment for Phase 2 design work on Cleveland HS Modernization. Request for Proposals 2023-032	$15,149,440 $29,092,728	J. Franco Fund: 461 Dept: 5511	No
AskReply, Inc.	2/25/2026 Through 1/30/2027	Digital Resources DR 85815 Amendment 3	Amendment extends contract and adds funds for continuing use of B2G Certified Business Tracking Software. PPS 47-0288(11) Software and Hardware Maintenance Upgrades	$23,548.30 $152,751.30	J. Franco Fund: 458 Dept: 5511	No

RESOLUTION No. 7253

Revenue Contracts that Exceed $150,000 for Delegation of Authority

RECITAL

Portland Public Schools ("District") Public Contracting Rules PPS-45-0200 ("Authority to Approve District Contracts; Delegation of Authority to Superintendent") requires the Board of Education ("Board") enter into contracts, except as otherwise expressly authorized. Contracts exceeding $150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

No new Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Admin, Funding Source
State of Oregon Department of Education	7/1/2025 Through 9/30/2029	Intergovernmental Agreement / Revenue IGA/R 97036 Amendment 1	Amendment extends date and increases funds for Oregon Comprehensive Literacy State Development Grant.	$4,404,638.80 $5,504,638.80	K. Howard

RESOLUTION No. 7254

Students Requesting Exemption from PE State Requirement

RECITALS

A. In accordance with OAR 581-022-1910, Portland Public Schools may excuse students from a state required program or learning activity, where necessary, to accommodate students' disabilities or religious beliefs:

B. Approval of the exemption shall be based upon and shall include:

1) A written request from the student's parent or guardian or the student, if that student is 18 years of age or older or a legally emancipated minor, listing the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt;

2) An evaluation of the request and approval by appropriate school personnel (the alternative should be consistent with the student's educational progress and career goals as described in OARs 581-022-1670 and 581-022-1510).

C. Following approval by Portland Public Schools Board of Education, and upon completion of the alternative, credit shall be granted to the student.

RESOLUTION

1. Be it resolved that the Board of Education approves six Portland Public Schools high school students to be granted exemption from the state PE requirement.

2. In accordance with OAR 581-022-1910, all students have a physician statement that documents their specific physical limitation as it relates to this requirement, as well as a written state of agreement from their parent/guardian. All students will replace the PE credit requirement with alternative coursework as required .

RESOLUTION No. 7255

Settlement Agreement

The authority is granted to pay a total of $375,000 to resolve a disputed claim. The settlement agreement will be in a form approved by the Chief Legal Officer.

Resolution No. 7256

Resolution to Appoint Student Representatives to Portland Public Schools Board of Education Committees

RECITALS

A. The Portland Public Schools Board of Education Policy 1.20.014-P Board Committees authorizes Board committees to appoint, subject to Board approval, advisory members from the student body or community in order to obtain internal and external stakeholder input; and to determine the length of term for such advisory members.

B. Policy 1.20.014-P also states that advisory members may not be counted toward quorum requirements and may not vote on recommendations made to the Board.

C. Additionally, 1.20.012-P Student Representative and District Student Council Policy states that the Student Representative shall present opportunities to members of the District Student Council (DSC) to advise Board and District committees and task forces on issues of significance to the DSC and to Portland Public Schools students.

D. The Portland Public Schools Board of Education values student voice and seeks to strengthen student voice and engagement in the work of Board committees by appointing Student Representative members from the District Student Council.

RESOLVED

The Portland Public Schools Board of Education hereby appoints Eve Thompson and Mel Schuller to serve as student advisory members on the Teaching, Learning, and Enrollment Committee, and Nora Isles and Eesa Taylor to serve as student advisory members on the Policy Committee, through June 30, 2026.

PORTLAND PUBLIC SCHOOLS
Board of Education
Tuesday, February 10, 2026

Regular Meeting

Meeting Minutes

(Draft for Approval)

INDEX

Meeting Location and Attendance 02

Call to Order 02

Proclamation and Recognition of February as Black History Month (Resolution 7243) 02

Superintendent's Report 02

Student Representative's Report 02

Student and Public Comment 02

Resolution to Adopt the Annual Multnomah Education Service District Local Service Plan Resolution (Resolution 7245) 03

Adoption of the 2026-2027 School Calendar (Resolution 7246) 03

Resolution to Approve Exemptions to OAR 581-022-2320 Required Instructional Time: 2026-27 Parent-Teacher Conferences and Alliance High School (Resolution 7247) 03

Acceptance of the Annual Comprehensive Financial Report, Reports to Management, Report on Requirements for Federal Awards, and Corrective Action Plan for Identified Processes (Resolution 7248) 04

Fund for PPS Update 04

Budget Update 04

Bond Update 05

Board Committee and Conference Reports 05

Consent Agenda: Resolutions 7249 and 7250 06

Other Business and Future Agenda Topics 06

Adjournment 06

Resolutions as adopted 07

In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:
https://www.youtube.com/@ppsboardofeducation

Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Regular Meeting of the Portland Public Schools Board of Education was held at Dr. Matthew Prophet Education Center - Board Auditorium, 501 N. Dixon St, Portland, OR 97227 and streamed live at: https://www.youtube.com/@ppsboardofeducation/live

Attendance

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia LaForte, Christy Splitt, and Patte Sullivan; Student Representative Ian Ritorto; and Superintendent Kimberlee Armstrong

Call to Order / Opening

The meeting was called to order at 6:10 pm by Board Chair Eddie Wang.

Proclamation and Recognition of February as Black History Month (Resolution 7243)

Time: 6:12

Staff: Karl Logan - Senior Director of Schools; Andrea Porter Lopez – Principal, Woodlawn School; Cezanne Tyner – Assistant Principal, Woodlawn School

Woodlawn Elementary School Students: Kyrie, Malik, Kennedy, Ivy, and EJ

Staff provided comments on Black History Month. Students from Woodlawn Elementary School highlighted why Black History Month is important and some of the activities they participate in to celebrate. They noted that they do not only celebrate in the month of February, but all year. Board Members provided brief comments on the Resolution.

Actions:

- Director Rashelle Chase-Miller moved and Vice Chair-DePass seconded the motion to adopt Resolution 7243, Proclamation and Recognition of February as Black History Month. The motion was put to a voice vote and passed (6 yes – 0 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Absent; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Superintendent's Report

Time: 6:23 pm

Superintendent Armstrong provided her report, which included updates on budget planning and upcoming legislative advocacy efforts, along with recognition of student and staff achievements. It was noted that schools have received their staffing allocations for the 2026–27 school year. The report also highlighted Black History Month, district literacy initiatives, and an example of excellence by a Portland Public Schools Alumna. A video was shown highlighting attendance initiatives at Creston Elementary School.

Student Representative's Report

Time: 6:33 pm

Student Representative Ian Ritorto provided his report, noting that the District Student Council (DSC) has begun to hold committee meetings and that he has been working on a "Know Your Rights" information series.

Student and Public Comment

Time: 6:36 pm

- Tracy Gluckman and Margaret Henry: Stated that the current staffing allocation model is inequitable and needs to be reconsidered.
- Amy Hicks: Stated support of taking district-wide action to improve air quality in schools, which will improve attendance rates by reducing illness.

- Dr. Kimberly Matulef: Advocated to add a district wide goal of six to twelve air changes per hour to the Climate Crisis Response Policy.
- Alexander Krach: Stated that the planning and design process for the Cleveland High School Modernization was flawed and urged the district to reconsider a complete rebuild.

Resolution to Adopt the Annual Multnomah Education Service District Local Service Plan Resolution (Resolution 7245)

Time: 6:53 pm

Presenters: Dr. Paul Coakley - MESD Superintendent; and Sascha Perrins - MESD Assistant Superintendent

Representatives from Multnomah Education Service District (MESD) provided a summary of their services, noting that they provide a menu of options to the districts that they serve so that they can choose what services work best for them. Board Members asked questions and provided comments, noting the low administrative costs of the organization and how the menu of options are selected by MESD.

Actions:

- Director La Forte moved and Director Sullivan seconded the motion to adopt Resolution 7245, Resolution to Adopt the Annual Multnomah Education Service District Local Service Plan Resolution. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Adoption of the 2026-2027 School Calendar (Resolution 7246)

Time: 7:03 pm

Dr. Renard Adams – Chief Accountability and Equity Officer; Dr. Filip Hristić – Senior Director 9-12 Core Academics; and Deborah Kafoury – Chief of Staff

Staff summarized input gathered in the development of the proposed 2026-27 School Calendar, including consultation with principals, union leadership, and other partners, and outlined key considerations used to balance priorities. Board Members asked questions and provided comments, with topics including the rationale for a pre–Labor Day start, early release Wednesdays, and concerns related to scheduling inconsistency. There was discussion regarding the purpose of early release for professional development and planning, and why Wednesdays were selected for early release days. There was also interest in clearer communication for families regarding ramp up to kindergarten. A suggestion to present both a balanced budget and an ideal budget was discussed.

Actions:

- Director Splitt moved and Director DePass seconded the motion to adopt Resolution 7246, Adoption of the 2026-2027 School Calendar. The motion was put to a voice vote and passed (6 yes – 1 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: No; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Resolution to Approve Exemptions to OAR 581-022-2320 Required Instructional Time: 2026-27 Parent-Teacher Conferences and Alliance High School (Resolution 7247)

Time: 7:40 pm

Dr. Filip Hristić – Senior Director 9-12 Core Academics; and Deborah Kafoury – Chief of Staff; and Korrina Wolfe – Senior Director, Multiple Pathways to Graduation

It was noted that the request to approve exemptions to OAR 581-022-2320 is routine. Staff provided an overview of the requested exemptions, including the inclusion of conference hours as instructional minutes in alignment with state guidance and collective bargaining agreements, and an exemption for Alliance High School to support a flexible schedule for students who need it, as part of an evidence-based instructional model. Board members discussed the importance of conferences and instructional time, and

raised questions about state allowances and scheduling structures, and the option for a four-day schedule.

Actions:

- Director Engelsman moved and Director Chase-Miller seconded the motion to adopt Resolution 7247 Resolution to Approve Exemptions to OAR 581-022-2320 Required Instructional Time: 2026-27 Parent-Teacher Conferences and Alliance High School. The motion was put to a voice vote and passed (6 yes – 1 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: No; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Acceptance of the Annual Comprehensive Financial Report, Reports to Management, Report on Requirements for Federal Awards, and Corrective Action Plan for Identified Processes (Resolution 7248)

Time: 7:55 pm

Staff: Michelle Morrison – Chief Financial Officer

Talbot, Kordova, and Warwick (TKW) – Dan Miley

Staff provided an overview of the Annual Comprehensive Financial Report, noting that the Audit Committee has received a presentation of the audits, the findings, and the corrective action plan. Director Sullivan provided a summary of key findings, and staff responses. It was noted that the audit identified several procedural and internal control issues, none of which involved a loss or misuse of funds, and that staff has developed a detailed corrective action plan. The Audit Committee recommended that the Board approve the Resolution to accept the annual financial report, findings, and corrective actions.

Actions:

- Director Sullivan moved and Director Splitt seconded the motion to adopt Resolution 7248, Acceptance of the Annual Comprehensive Financial Report, Reports to Management, Report on Requirements for Federal Awards, and Corrective Action Plan for Identified Processes. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Fund for Portland Public Schools Update

Time: 8:07 pm

Staff: Deborah Kafoury – Chief of Staff

Fund for PPS: Nick Brodnicki – Interim Executive Director; and Jackie Werz – Fund Chair

Representatives from the Fund for Portland Public Schools provided an update on organizational leadership, current funding initiatives, and progress to date and ongoing fundraising efforts. Board members commented on the broader funding context, discussed fundraising goals and strategies, and suggested exploring a state kicker donation campaign as a potential revenue source.

Break

Time: 8:38 pm – 8:44 pm

Budget Update

Time: 4:45 pm

Michelle Morrison – Chief Financial Officer

Staff provided a budget update that included an overview of the Annual Comprehensive Financial Report, a summary of audit findings and corrective action plans, and information on recent bond sales. The update also addressed bond rating impacts, noting that projected bond premiums will support authorized

projects, and identified future finance focus topics, including the Public Employee Retirement System and the Health and Welfare Trust.

Bond Update

Time: 8:56 pm

Staff: TJ Hopkins – Contracted Sr. Director, Bond Program; Deborah Kafoury – Chief of Staff; and Sarah Norman – Executive Director for PPS, Procedeo

Staff provided an update on bond programs, including improvements to financial reporting, project management, and technology partnerships, as well as progress on completed, and ongoing projects. The update also outlined modernization schedules for several high schools, current bond expenditures, and the status of remaining projects. Board Members provided comments and asked questions, with topics including project timelines, community access to Ida B. Wells, and environmental considerations in relation to the Chromebook refresh.

Consent Agenda: Resolutions 7249 and 7250

Time: 9:20

It was noted that Resolution 7249 was revised to only include 1/13/26 minutes. There was a question regarding the Land O' Lake contract, with feedback noting a desire to keep contracts local when possible.

Actions:

- Director DePass moved and Director Sullivan seconded the motion to adopt the Consent Agenda including Resolutions 7249 and 7250. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Board Committee and Conference Reports

Time: 9:25 pm

- Audit Committee: The Committee received presentations on the Annual Comprehensive Financial Report and the Multilingual Learners Audit. The next meeting is scheduled in March.

- Facilities Improvement Oversight Committee: The Committee received updates on the proposed Bond Accountability Committee charter revisions and athletic project timelines. The Committee has received public comment regarding greater transparency in seismic project selection and airflow / air quality in schools.

- Policy Committee: The Committee will pause revisions to section 1.00.000-P and will be shifting focus to section 7.00.000.

- Teaching, Learning, & Enrollment Committee: The Committee will hold a meeting later in the week.

- Bond Accountability Committee (BAC): The committee discussed proposed revisions to the charter, with a collaborative work session to be held prior to the next meeting to continue refining the document.

- Community Budget Review Committee (CBRC): The committee held its initial meeting for the year, during which staff provided an overview of the upcoming budget process and preliminary staffing considerations, with the next meeting scheduled for March 4, 2026.

- Climate Crisis Response Committee: Members shared updates including plans for a student-led climate showcase and survey, submission of school plans for the Portland Clean Energy Fund grant, and progress toward the district's 2030 carbon reduction goals.

- National Summer Learning Association Summer Solutions Leadership Forum: Director DePass shared highlights from a national conference on summer learning, noting that the District received

both an award and a grant in recognition of its summer programming efforts, which included the cost of her travel.

Other Business and Future Agenda Topics

9:50 pm

Chair Wang listed potential agenda topics for future meetings, including whether to create a 26-27 ideal budget in addition to the 2026-27 budget for adoption, community-supported maintenance initiatives, Bond Accountability Committee Charter revisions, and the seismic prioritization framework. Board members agreed to move forward with all proposed future agenda items and to schedule follow-up discussion on preschool expansion.

Director Splitt indicating her desire to provide public testimony on House Bill 412. There was discussion regarding whether the entire Board would provide support for the bill, as well as other upcoming legislative advocacy efforts.

Actions Taken:

- Director Splitt moved and Director La Forte seconded the motion to support HB 412, including a joint sign on letter to be distributed and public testimony by Director Christy Splitt. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

  Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

Adjourn

The meeting was adjourned at by Chair Eddie Wang

Submitted by:

Kara Bradshaw
Executive Assistant/Board Clerk
Portland Public Schools

Resolutions As Adopted

No.	Title	Page
7243	Proclamation and Recognition of February as Black History Month	08
7244	Withdrawn	09
7245	Adoption of Multnomah Education Service District Local Service Plan for 2026-27	10
7246	Resolution to Approve the 2026-27 School District Calendar	11
7247	Resolution to Approve Exemptions to OAR 581-022-2320 Required Instructional Time: 2026-27 Parent-Teacher Conferences and Alliance High School	13
7248	Acceptance of the Annual Comprehensive Financial Report, Reports to Management, Report on Requirements for Federal Awards, and Corrective Action Plan for Identified Processes	14
7249	Adoption of the Minutes	15
7250	Expenditure Contracts that Exceed $150,000 for Delegation of Authority	16

RESOLUTION No. 7243

Proclamation and Recognition of February as Black History Month

RECITALS

A. The Board of Education of Portland Public Schools is committed to fostering a diverse, welcoming and inclusive educational environment that reflects the rich cultural heritage of all people.

B. Black History Month is an annual celebration of the achievements and cultural contributions of African Americans to society and to the history of the United States.

C. Black history is US history.

D. The contributions of African Americans have shaped every aspect of our nation's culture, and progress, from the arts, sciences, politics, and business, to the advancement of civil rights and the fight for social justice.

E. The local community has enriched the diversity of perspective and experience in our District; and the Board of Education desires to recognize and honor the achievements and contributions of African Americans.

F. It is important for students, educators, and the community to recognize and understand the significance of these contributions and how they have influenced and continue to shape the course of history.

G. The Board of Education encourages all adults within the district to engage in educational activities, programs, and events with our students that promote awareness and understanding of Black history, culture, and the experiences of African Americans.

H. This observance offers an opportunity for all of us to learn, reflect, and celebrate the diversity that strengthens our community and nation.

I. Through leadership and practice, Portland Public Schools is dedicated to goals that advance racial justice, especially for Black communities in the Portland Metro area.

RESOLVED

1. The Board of Education of the Portland Public Schools hereby recognizes the month of February 2026 as Black History Month and encourages all educators to commemorate this occasion with appropriate ceremonies, instructional activities, and programs.

2. The Board of Education of Portland Public Schools supports the integration of African American history into the curriculum throughout the entire year, not just during February, in order to provide a comprehensive understanding of the African American experience in the United States.

RESOLUTION No. 7244

Withdrawn

RESOLUTION No. 7245

Adoption of Multnomah Education Service District Local Service Plan for 2026-27

RECITALS

A. The 2026-27 Multnomah Education Service District ("MESD") Local Service Plan ("LSP") is essentially an annual menu of options offered to the MESD Superintendents' Council for the Council's review, modification, and approval.

B. The services offered in the LSP require approval of the component districts' boards by March 1, annually. The Services offered in the LSP must be adopted by two-thirds of component districts' boards.

C. A separate list of the specific services for Portland Public Schools, or the District Service Plan, will be included in the 2026-27 budget development process.

D. The actual selection and use of resolution funds to pay for selected services remains at the discretion of each individual district. This Resolution does not commit Portland Public Schools to each of the specific services offered by MESD; it affirms the overall services offered to all of the local component districts and contains the terms of the LSP offered by the MESD.

RESOLUTION

1. The Board of Directors of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, agrees to the conditions and provision of all programs and services, described in the 2026-27 Local Service Plan – Multnomah Education Service District with no exceptions.

2. In the event that the required resources are not available, each and every program and service is subject to reduction or elimination at the discretion of the Multnomah ESD Board. If such reductions or eliminations are necessary, they will be made through contingency planning in cooperation with the Superintendents of the local component districts.

RESOLUTION No. 7246

Resolution to Approve the 2026-27 School District Calendar

RESOLUTION

The Board of Education hereby adopts the 2025-263 School District Calendar.

Portland Public Schools
2026-27 District Calendar

Major Religious Holidays and Cultural Events 2026-27

Schools work to avoid scheduling special school events on major religious holidays and cultural events to be inclusive of all students. This includes the scheduling of field trips, back-to-school night, outdoor school, assemblies, major tests, PTA and site council meetings, student performances, etc. This list of holidays/events does not include all students' traditions and there may be other dates to avoid scheduling conflicts for students.

Sep 11 - 13 Rosh Hashanah*	**Feb 10** Ash Wednesday
Sep 20 - 21 Yom Kippur*	**Feb 8 - Mar 9** Ramadan*
Oct 12 Indigenous Peoples' Day	**Mar 22-23** Purim*
Nov 8 Diwali	**Mar 26** Good Friday
Nov 27 Native American Heritage Day	**Mar 28** Easter
Dec 4 - 12 Hanukkah*	**Mar 9 - 10** Eid al-Fitr*
Dec 25 Christmas	**Apr 21 - 29** Passover*
Dec 26 - Jan 1 Kwanzaa	**May 16 -17** Eid al-Adha*
Feb 6 Lunar New Year	**June 19** Juneteenth

**Observance of Jewish and Muslim holidays begin at sundown on the first day listed and end at nightfall on the last date specified.*

RESOLUTION No. 7247

Resolution to Approve Exemptions to OAR 581-022-2320 Required Instructional Time: 2026-27 Parent-Teacher Conferences and Alliance High School

RECITALS

A. OAR 581-022-2320 Required Instructional Time requires all school districts to ensure that at least 92% of all students in the district and at least 80% of all students at each school operated by the district are scheduled to receive annually the minimum hours of instructional time:

   a. Grade 12 - 966 hours;
   b. Grades 9-11 - 990 hours; and
   c. Grades K-8 - 900 hours.

B. Instructional time in Portland Public Schools' alternative education programs, specifically within the Department of Multiple Pathways to Graduation, is designed to meet the unique needs of students. To remain in compliance with Division 22, the Board must annually approve exemptions under **OAR 581-022-2320(4)**. For the 2026-27 school year, Alliance High School requires an exemption to facilitate a four-day-per-week instructional model.

C. For the 2026-27 school year and consistent with the District's historical practice and relevant collective bargaining agreements, Portland Public Schools is seeking approval to include up to **18 hours** of Parent-Teacher Conferences as instructional time as permitted by **OAR 581-022-2320(6)(e)**.

RESOLUTION

The Board of Education hereby approves the following exemptions to **OAR 581-022-2320 Required Instructional Time**:

1. Inclusion of up to **18 hours** of Parent-Teacher Conferences as instructional time; and

2. A specific exemption for **Alliance High School** as an alternative education program under subsection (4).

This approval supports the District on a path toward compliance with Division 22 standards for the 2026-27 school year.

RESOLUTION No. 7248

Acceptance of the Annual Comprehensive Financial Report, Reports to Management, Report on Requirements for Federal Awards, and Corrective Action Plan for Identified Processes

RECITALS

A. The Board of Education is committed to accountability for how Portland Public Schools spends its tax dollars and other resources, and recognizes that transparency, accuracy, and timeliness in financial reporting are important components of financial accountability.

B. The District Auditor, Talbot, Korvola & Warwick, LLP, has completed their independent audit of the financial reporting for the year ended June 30, 2023, and provides assurance that the District's accounting and reporting are in compliance with generally accepted accounting principles.

RESOLUTION

The Board of Education accepts the Annual Comprehensive Financial Report, Reports to Management, and Report on Requirements for Federal Awards of School District No. 1J, Multnomah County, Oregon for the fiscal year ended June 30, 2025, and approved the Corrective Action Plan in response to the deficiencies reported by the audit team.

RESOLUTION No. 7249

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- January 13, 2026 – Regular Meeting

RESOLUTION No. 7250

Expenditure Contracts that Exceed $150,000 for Delegation of Authority

RECITAL

Portland Public Schools ("District") Public Contracting Rules PPS-45-0200 ("Authority to Approve District Contracts; Delegation of Authority to Superintendent") requires the Board of Education ("Board") enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds $150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Land O'Lakes	9/4/2025	Purchase Order PO 260829	Increasing purchase order amount due to need to purchase commercial cheese vs commodity cheese. Quotes	$240,000	T. Odgers Fund: 202 Dept: 5570	No
Oregon Museum of Science and Industry (OMSI)	2/11/2026 Through 6/30/2028	Master Contract MSTR 97484	Allows schools to request and obtain services from OMSI with funding identified at time of service request. Direct Negotiation – Unique Knowledge or Expertise - PPS-46-0525(4)	$300,000	K. Howard Funding Source Varies	No
Rose City Moving and Storage	2/11/2026 Through 1/31/2028 Option to renew for four additional two-year terms through 1/31/2036	Services Contract S 97408	Non-BOLI moving services, as needed. Request for Proposals 2025-037	$500,000	T. Odgers Funding Source Varies	No
Lile International Companies	2/11/2026 Through 1/31/2028 Option to renew for four additional two-year terms through 1/31/2036	Services Contract S 97407	Non-BOLI moving services, as needed. Request for Proposals 2025-037	$500,000	T. Odgers Funding Source Varies	No
Suddath Relocation Systems of Oregon	2/11/2026 Through 1/31/2028 Option to renew for four additional two-year terms	Services Contract S 97409	Non-BOLI moving services, as needed. Request for Proposals 2025-037	$500,000	T. Odgers Funding Source Varies	No

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
	through 1/31/2036					
MicroK12	2/11/2026 Through 1/28/2030	Material Requirements MR 97437	Student Chromebook Refresh Devices Request for Proposals 2025-021	$23,089,875	T. Odgers Fund: 461 Dept: 5581	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Reynolds School District	July 1, 2025 Through June 30, 2026	Intergovernmental Agreement IGA 97518	Partner to deliver regional Autism Spectrum Disorder (ASD) services to eligible individuals.	$334,000	J. Buno Fund: 205 Dept: 5433

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
MBI Capital Projects Consulting	7/11/2025 Through 6/30/2028	Personal Services PS 96782 Amendment 2	Amendment adds funds and extends expiration date for expert analysis and evaluation of disputed PPS school construction delays. Direct Negotiation – Unique Knowledge or Expertise - PPS-46-0525(4)	$100,000 $245,000	S. Toncray Fund: 101 Dept: 5460	No
Portland State University	7/1/2024 Through 6/30/2026	Intergovernmental Agreement IGA 94431 Amendment 4	Amendment adds funds for the 2025-2026 school year.	$225,000 $1,103,272.65	K. Howard Fund: 299 Dept: 5449	No
Skanska USA Building, Inc.	2/11/26 through 12/31/28	Construction Manager/General Contractor CMGC 95964**	Advanced authorization for early work services for the Cleveland HS Modernization. Request for Proposals 2024-024	Not to Exceed $200,000,000	S. Norman	No
Colas-Hoffman, LLC	2/11/26 through 12/31/30	Construction Manager/General Contractor CMGC 97228**	Advanced authorization for early work services for the Jefferson HS Modernization. Request for Proposals 2025-018	Not to Exceed $200,000,000	S. Norman	No
Hoffman Construction Corporation.	2/11/26 through 1/31/27	Construction Manager/General Contractor CMGC 95595**	Advanced authorization for early work services for the Ida B. Wells HS Modernization. Request for Proposals 2024-023	Not to Exceed $200,000,000	S. Norman	No

** Contracts/Amendments are in negotiation and not finalized at this time. Staff seeks advanced authorization for these contracts pursuant to the Purchasing & Contracting Delegation of Authority Administrative Directive, 8.50.105-AD, Section X(4): "The District may seek an 'advanced authorization' from the PPS Board of Education for any contract upon the approval of the Director of Purchasing & Contracting. The cost of the contract shall be a 'Not to Exceed' amount. Once the Board has approved it, no further authorization for the contract is required, providing the contract value remains at or below the 'Not to Exceed' amount."