

Regional
Version

A Helping Hand for Caregivers:

This video was produced to train caregivers in the area of disability and to help them understand what abuse is, learn of ways to avoid situations that can become abusive, how to take care of themselves, and where to turn to for help if needed. "A Helping Hand for Caregivers" consists of two vignettes, which depict common situations that can occur between caregiver and care receiver. A narrator guides the audience throughout the video, pointing out subtle and not so subtle examples of abuse. The video ends with testimonials from individuals who utilize caregivers sharing their own personal experiences.

The inside of this video sleeve cover can be copied and distributed with the viewing of this video.

Special thanks to the advisory committee members of the "Crime Victims with Disabilities" grant project; Multnomah County Disability Services Advisory Council (DSAC); the Oregon Department of Human Services, Seniors and People with Disabilities and Multnomah County Human Services Department, Aging and Disabilities Services Division.

Funding provided by the Oregon Department of Justice.
Approximate Length: 20 minutes  Closed-Captioned

To order copies or to get additional information contact Aileen Kaye, Department of Human Services, Seniors and People with Disabilities at (503)-945-6399.

Produced by Wayde Ferguson,
Multnomah Community Television, Portland, Oregon

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A Helping Hand for Caregivers: Recognizing and Understanding Abuse

A Helping Hand for Caregivers:

Recognizing and Understanding Abuse



A training video
for caregivers of persons with disabilities

**No One with a Disability
Deserves to be Hurt**



Independence. Choice. Dignity.



Multnomah County
Department of
Human Services



Multnomah Community Television

26000 S.E. Stark St.

Gresham, Oregon 97030-3300

503/667-7636 FAX 503/667-7417

**"A Helping Hand for Caregivers -
Recognizing & Understanding Abuse"**

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ANNOTATED MINUTES

Thursday, February 24, 2005 - 8:45 AM
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 8:52 a.m., with Commissioners Serena Cruz and Lonnie Roberts present, and Vice-Chair Lisa Naito and Commissioner Maria Rojo de Steffey arriving at 8:59 a.m.

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 45 MINUTES REQUESTED.

EXECUTIVE SESSION HELD.

There being no further business, the executive session was adjourned at 9:30 a.m.

Thursday, February 24, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:32 a.m., with Vice-Chair Lisa Naito and Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

**COMMISSIONER ROJO WELCOMED AND
INTRODUCED VISITING MEXICAN DELEGATION
WITH THE INTERNATIONAL VISITOR PROGRAM
HOSTED BY THE WORLD AFFAIRS COUNCIL,
HERE LEARNING ABOUT TRANSPORTATION**

AND ECONOMIC DEVELOPMENT ISSUES. SENOR LUCIANO JOSÉ AIMAR REYES FROM GUANAJUATO STATE; SENOR LUIS GERARDO HERNANDEZ HERNANDEZ, FROM CITY OF IRAPUATO, GUANAJUATO STATE; SENORITA LUCIA ANGELICA JASSO PICAZO, FROM SINALOA AND SENOR ROSENDO MALDONADO CAPI, FROM THE CITY OF URUAPAN, MICHOACAN STATE. COMMISSIONERS ACKNOWLEDGED AND GREETED DELEGATION.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER ROBERTS, SECONDED BY COMMISSIONER CRUZ, THE CONSENT CALENDAR (ITEM C-1) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-1 Ratification of Board Authorization to Expend \$75,000 from Animal Services' Trust Funds for the Animal Shelter Cattery and Veterinary Treatment Area Remodel Project (from February 10, 2005 presentation)

REGULAR AGENDA **PUBLIC COMMENT**

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

PAUL ADOLPH PHILLIPS COMMENTS REGARDING HIS BLINDNESS AND REQUEST FOR LEGAL ASSISTANCE AND SOLUTIONS TO HIS CONDITIONS. CHAIR LINN ENCOURAGED MR. PHILLIPS TO WORK WITH ANDY SMITH IN HER OFFICE.

NON-DEPARTMENTAL

- R-1 Budget Modification NOND 03 Authorizing General Fund Contingency Request for \$40,000 to Implement a Pilot Court Notification System to Reduce Occurrences of Failure-to-Appear

**COMMISSIONER NAITO MOVED AND
COMMISSIONER ROJO SECONDED, APPROVAL
OF R-1. MATT NICE EXPLANATION.
COMMISSIONERS NAITO, LINN AND CRUZ
COMMENTS IN APPRECIATION AND SUPPORT.
BUDGET MODIFICATION UNANIMOUSLY
APPROVED.**

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-2 RESOLUTION Authorizing Condemnation and Immediate Possession of
Real Property Necessary for the Purpose of Constructing a Pedestrian and
Bicycle Bridge Over Beaver Creek and Conducting Stream Bank
Restoration Work Along the Creek**

**COMMISSIONER ROJO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-2. PATRICK HINDS EXPLANATION.
ASSISTANT COUNTY ATTORNEY MATTHEW
RYAN RESPONSE TO QUESTION OF
COMMISSIONER ROBERTS. RESOLUTION 05-032
UNANIMOUSLY ADOPTED.**

- R-3 RESOLUTION Adopting New Public Contract Review Board Rules**

**COMMISSIONER NAITO MOVED AND
COMMISSIONER ROBERTS SECONDED,
APPROVAL OF R-3. ASSISTANT ATTORNEY
JOHN THOMAS EXPLANATION AND
ACKNOWLEDGEMENT OF THE EFFORTS OF
FRANNA HATHAWAY, DONA GAERTNER AND
GERALD JELUSICH. COMMISSIONER CRUZ
EXPRESSED CONCERN OVER SUPPORTING
RESOLUTION UNTIL AFTER BOARD BRIEFING
ADDRESSING ISSUES RAISED IN JANUARY 7,
2005 MEMO FROM MS. HATHAWAY. CHAIR LINN
STATED THAT TWO COMMISSIONERS HAVE
ALREADY BEEN PERSONALLY BRIEFED AND A
BOARD BRIEFING HAS BEEN SCHEDULED.
HERMAN BRAME EXPLAINED THAT CENTRAL
PROCUREMENT AND CONTRACT
ADMINISTRATION DIVISION IS AWARE OF MS.
HATHAWAY'S CONCERNS AND THAT THEY WILL**

BE GIVING A DETAILED BRIEFING ON MARCH 31, 2005, BUT THAT THE PROPOSED PUBLIC CONTRACT REVIEW BOARD RULES NEED TO BE ADOPTED AS SOON AS POSSIBLE. IN RESPONSE TO A QUESTION OF COMMISSIONER NAITO, MR. THOMAS ADVISED IT IS IMPORTANT TO ADOPT THE PROPOSED PUBLIC CONTRACT REVIEW BOARD RULES PRIOR TO MARCH 1, 2005 OR THE COUNTY WILL HAVE TO COMPLY WITH THE STATE ATTORNEY GENERAL RULES WHICH ARE NOT SUITED FOR OUR COUNTY AND WOULD BE HARMFUL TO THE COUNTY'S CONTRACTING PROCESS. CHAIR LINN ADVISED IT WAS HER UNDERSTANDING MS. HATHAWAY'S CONCERNS WERE MORE ABOUT THE STAFF WORK UNIT AND NOT THE RULES. MR. THOMAS ADVISED TO NOT ADOPT OUR RULES TODAY WOULD ACERBATE THE SITUATION WITHIN THE UNIT. COMMISSIONER ROBERTS ADVISED HE WOULD SUPPORT ADOPTION TODAY, AND IF NEEDED AMENDMENTS AT A LATER DATE. MR. BRAME CLARIFIED THAT MS. HATHAWAY'S CONCERNS WERE NOT WITH THE CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION DIVISION STAFF OR THE PROPOSED PUBLIC CONTRACT REVIEW BOARD RULES. COMMISSIONERS NAITO AND ROJO ADVISED THEY WILL SUPPORT ADOPTION TODAY BUT THAT THEY AGREE WITH THE CONCERNS OF COMMISSIONER CRUZ REGARDING THE NEED FOR A BRIEFING. RESOLUTION 05-033 UNANIMOUSLY ADOPTED.

- R-4 NOTICE OF INTENT to Apply for a \$225,000 United States Department of Justice, Office of Justice Programs "Weed and Seed" Grant for the Rockwood (Gresham) Weed and Seed Site

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-4. COUNTY ACCOUNTANT TORY MITCHELL AND WEED AND SEED SITE COORDINATOR AND POLICE ACTIVITIES LEAGUE EMPLOYEE BRENDA BUTLER

***EXPLANATION AND RESPONSE TO BOARD
QUESTIONS AND COMMENTS IN APPRECIATION
AND SUPPORT. NOTICE OF INTENT
UNANIMOUSLY APPROVED.***

DEPARTMENT OF COUNTY HUMAN SERVICES

R-5 Briefing Overview of Children's Mental Health and Addiction Services Division. Presented by Nancy Winters, Godwin Nwerem, David White, Dale Jarvis and Amy Baker. 30 MINUTES REQUESTED.

***NANCY WINTERS, DALE JARVIS, AMY BAKER,
DAVID WHITE AND GODWIN NWEREM
PRESENTATIONS AND RESPONSE TO BOARD
QUESTIONS AND COMMENTS. DEPARTMENT
TO PROVIDE REGULAR CHILDREN'S MENTAL
HEALTH AND ADDICTION SERVICES BRIEFINGS
AND RFP PROCESS UPDATES THROUGH JUNE,
2005.***

NON-DEPARTMENTAL

R-6 RESOLUTION Adopting the Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005. Presented by Commissioner Lisa Naito and Nancy Winters. 30 MINUTES REQUESTED.

***COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-6. COMMISSIONER NAITO EXPLANATION
AND COMMENTS IN SUPPORT AND
APPRECIATION. PAM PATTON FROM
MORRISON CHILD AND FAMILY SERVICES
TESTIMONY EXPRESSING CAUTIONS AND
CONCERNS REGARDING THE PROPOSED RFP
PROCESS. STATE CHILD WELFARE EMPLOYEE
ROB ABRAMS TESTIMONY EXPRESSING
CAUTIONS AND CONCERNS. COMMISSIONER
NAITO EXPRESSED HER APPRECIATION FOR
MR. ABRAMS' DEDICATION AND ADVOCACY,
AND ADVISED THE DEPARTMENT WILL
PROVIDE REGULAR PUBLIC UPDATES ON THE
CHILDREN'S MENTAL HEALTH AND ADDICTION***

SERVICES RFP PROCESS. COMMISSIONER CRUZ EXPRESSED HER APPRECIATION TO COMMISSIONER NAITO FOR BRING THE RESOLUTION FORWARD AND FOR KEEPING THE BOARD INFORMED. RESOLUTION 05-034 UNANIMOUSLY ADOPTED.

- R-7 RESOLUTION Supporting Legislation to Promote the Use and Production of Biofuels in Oregon. Presented by Commissioners Serena Cruz and Maria Rojo de Steffey. 30 MINUTES REQUESTED.**

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-7. COMMISSIONER CRUZ; AMY JOSLIN WITH COUNTY SUSTAINABILITY INITIATIVE, MICHELE GARDNER WITH COUNTY FLEET SERVICES; COUNTY HEALTH OFFICER GARY OXMAN; CHRIS HAGERBAUMER WITH OREGON ENVIRONMENTAL COUNCIL; ASHLEY HENRY WITH OREGON BUSINESS ASSOCIATION; MARCUS SIMANTEL, FARMER AND PAST PRESIDENT OF AGRI-BUSINESS COUNCIL OF OREGON; JOHN CONNOLLY WITH OREGON BIOFUELS AND TOM KOEHLER WITH KINERGY RESOURCES PRESENTATIONS AND TESTIMONY IN SUPPORT. COMMISSIONERS CRUZ AND ROJO COMMENTS IN APPRECIATION AND SUPPORT. COMMISSIONER NAITO COMMENTS ACKNOWLEDGING EFFORTS OF COMMISSIONERS CRUZ AND ROJO. RESOLUTION 05-035 UNANIMOUSLY ADOPTED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-8 RESOLUTION Approving the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program. Presented by Cecilia Johnson and Ed Abrahamson. 25 MINUTES REQUESTED.**

AT THE REQUEST OF CHAIR LINN AND FOLLOWING DISCUSSION WITH CECILIA JOHNSON AND ED ABRAHAMSON, IT WAS DECIDED THE BOARD WOULD CONSIDER APPROVAL OF THE RESOLUTION TODAY AND

THAT THE DEPARTMENT WOULD COME BACK WITH AN EXTENDED BRIEFING AT A LATER DATE. UPON MOTION OF COMMISSIONER ROJO, SECONDED BY COMMISSIONER NAITO, RESOLUTION 05-036 UNANIMOUSLY ADOPTED.

DEPARTMENT OF COMMUNITY JUSTICE

R-9 NOTICE OF INTENT to Apply for Oregon Youth Authority Gang Intervention Services Grant (RFA #04017)

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-9. JOANNE FULLER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 12:04 p.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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FEBRUARY 24, 2005 BOARD MEETING FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	8:45 a.m. Executive Session
Pg 3	9:35 a.m. Resolution Regarding Beaver Creek Pedestrian and Bicyclist Bridge and Stream Bank Restoration Project
Pg 3	9:40 a.m. Resolution Adopting New Public Contract Review Board Rules
Pg 3	10:00 a.m. Overview of Children's Mental Health and Addiction Services Division
Pg 3	10:30 a.m. Resolution Adopting MHASD System of Care for Children and Families Plan
Pg 3	11:00 a.m. Resolution Supporting Legislation to Promote the Use and Production of Biofuels in Oregon
Pg 3	11:30 a.m. Resolution Approving 2005-2009 Transportation Capital Improvement Plan and Program

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Thursday, 9:30 AM, (LIVE) Channel 30
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Sunday, 11:00 AM, Channel 30

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Thursday, February 24, 2005 - 8:45 AM
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 45 MINUTES REQUESTED.
-

Thursday, February 24, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-1 Ratification of Board Authorization to Expend \$75,000 from Animal Services' Trust Funds for the Animal Shelter Cattery and Veterinary Treatment Area Remodel Project (from February 10, 2005 presentation)

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

NON-DEPARTMENTAL - 9:30 AM

- R-1 Budget Modification NOND 03 Authorizing General Fund Contingency Request for \$40,000 to Implement a Pilot Court Notification System to Reduce Occurrences of Failure-to-Appear

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:35 AM

- R-2 RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing a Pedestrian and Bicycle Bridge Over Beaver Creek and Conducting Stream Bank Restoration Work Along the Creek
- R-3 RESOLUTION Adopting New Public Contract Review Board Rules
- R-4 NOTICE OF INTENT to Apply for a \$225,000 United States Department of Justice, Office of Justice Programs "Weed and Seed" Grant for the Rockwood (Gresham) Weed and Seed Site

DEPARTMENT OF COUNTY HUMAN SERVICES - 10:00 AM

- R-5 Briefing Overview of Children's Mental Health and Addiction Services Division. Presented by Nancy Winters, Godwin Nwerem, David White, Dale Jarvis and Amy Baker. 30 MINUTES REQUESTED.

NON-DEPARTMENTAL - 10:30 AM

- R-6 RESOLUTION Adopting the Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005. Presented by Commissioner Lisa Naito and Nancy Winters. 30 MINUTES REQUESTED.
- R-7 RESOLUTION Supporting Legislation to Promote the Use and Production of Biofuels in Oregon. Presented by Commissioners Serena Cruz and Maria Rojo de Steffey. 30 MINUTES REQUESTED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 11:30 AM

- R-8 RESOLUTION Approving the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program. Presented by Cecilia Johnson and Ed Abrahamson. 25 MINUTES REQUESTED.

DEPARTMENT OF COMMUNITY JUSTICE - 11:55 AM

- R-9 NOTICE OF INTENT to Apply for Oregon Youth Authority Gang Intervention Services Grant (RFA #04017)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: E-1
Est. Start Time: 8:45 AM
Date Submitted: 02/10/05

BUDGET MODIFICATION:

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(h)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

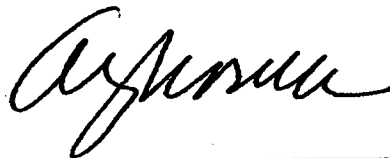
Date Requested: February 24, 2005 Time Requested: 45 mins
Department: Non-Departmental Division: County Attorney
Contact(s): Agnes Sowle
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): Agnes Sowle, John Thomas and Staff

General Information

1. What action are you requesting from the Board?
No Final Decision will be made in the Executive Session.
2. Please provide sufficient background information for the Board and the public to understand this issue.
Only Representatives of the News Media and Designated Staff are allowed to Attend.
Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
ORS 192.660(2)(h).
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures

**Department/
Agency Director:**



Date: 02/10/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

From: ROMERO Shelli D
Sent: Wednesday, February 09, 2005 4:49 PM
To: NAITO Lisa H; CRUZ Serena M; ROBERTS Lonnie J; LINN Diane M
Cc: ROJO DE STEFFEY Maria; SMITH Andy J; CARROLL Mary P; WALKER Gary R; WEST Kristen; NAITO Terri W; BOGSTAD Deborah L; LASHUA Matthew; BAUM Laura
Subject: Visitors from Mexico at the BCC 2/24 meeting

Commissioners: I am writing on the recommendation of Deb Bogstad to let you know that Maria will be taking a moment at the beginning of the 2/24 BCC meeting to introduce and publicly recognize some governmental representatives from Mexico. They are going to be visiting as part of the International Visitor Program and are being hosted by the World Affairs Council. They include the following people:

Mr. Luciano José AIMAR Reyes
Former General Director
Department of Transit and Transport (DOTT)
Guanajuato State

Mr. Luis Gerardo HERNANDEZ Hernandez
General Director
Economic Development
City of Irapuato
Guanajuato State

Ms. Lucia Angelica JASSO Picazo
Regional Development Director
Central Region
Council For Development of Sinaloa (CODESIN)

Mr. Rosendo MALDONADO Capi
Director
Economic Development and Tourism
City of Uruapan
Michoacan State

I have been told that they have a special interest in transportation and economic development issues. I anticipate they will stay for the first 30 minutes or so of our meeting and then have a series of other meetings that the World Affairs Council has set up for them. Please let me know if you have any questions. - Shelli

Shelli Romero
Office of Commissioner Maria Rojo de Steffey



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 02-24-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 02/10/05

BUDGET MODIFICATION:

Agenda Title: Ratification of Board Authorization to Expend \$75,000 from Animal Services' Trust Funds for the Animal Shelter Cattery and Veterinary Treatment Area Remodel Project (from February 10, 2005 presentation)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	February 24, 2005	Time Requested:	N/A
Department:	Business and Community Services	Division:	Animal Services
Contact(s):	Mike Oswald		
Phone:	503 988-7387	Ext.	25234
	I/O Address:		324
Presenter(s):	Consent Calendar		

General Information

1. What action are you requesting from the Board?

Ratification of Board authorization to expend \$75,000 from the Animal Services' Trust Funds towards a project to remodel the Animal Shelter's cattery and veterinary treatment area.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Shelter Services program of the Animal Services Division is responsible for providing a clean, comfortable, safe and healthy shelter environment to house and care for all animals that enter the shelter. In FY04, staff cared for 9,234 animals at the shelter, of which 4,593 were cats. Cats now outnumber dogs at the shelter. We have been facing a significant challenge to meet the needs of the growing number of cats entering the shelter over the past four years. The number of cats entering the shelter in FY05 is projected to be at 6,000, which represents an 88% increase since FY01. We have a current shelter capacity, and staffing, to house and care for 80 cats. However, over the past two years we are often housing 100 to 120 cats each day. Our present cattery is converted office space. Cats are also kept temporarily in hallways and storage areas that serve as intake and isolation. The

increased cat population is challenging our ability to maintain proper health care and control communicable diseases in an environment of overcrowding, inadequate ventilation, and lack of adequate space. Facility limitations have become an urgent issue that requires immediate attention and action.

Cattery Remodel Project

We have developed a plan with the Facilities and Property Management Division to remodel the existing shelter space to accommodate a relocation and construction of a new cattery, veterinary treatment area, isolation and storage areas. Sheltering functions would be relocated within the existing facility foot-print in a phased construction project. The project will establish a high standard of shelter housing and care for the growing cat population entering the shelter. The project will be funded with private donations and grants.

Project Phases

* Phase 1: Cattery Remodel - Project will start in February 2005, and completed by May 2005.

Relocate the cat holding function from the existing space into a new, remodeled cattery.

* Phase 2: Veterinary Treatment Area Remodel - Project will start in May 2005 (estimate); completed in July 2005. Relocate the existing treatment function into remodeled space for exams, surgery, x-ray, isolation and treatment/recovery.

* Phase 3: Cat Intake and Shelter Storage: Project will start in May 2005 (estimate); completed July 2005. Relocate storage area into a new storage unit in the back lot. Remodel current storage space into cat intake room.

The cost for completion of all phases of the project is \$300,000. The Trust Fund expenditure requested will fund Phase 1. Phase 2 and Phase 3 will be funded with additional private donations.

3. Explain the fiscal impact (current year and ongoing).

The remodel project will be funded using private funds, donations and grants. Animal Services maintains two trust funds to receive private donations for the benefit of shelter animals. This Board action will authorize the expenditure of \$75,000 from the Animal Service Trust Funds to complete Phase 1 of the project. A capital campaign will be launched to solicit private contributions. The Friends of the Shelter Foundation, a non-profit corporation created to enhance the care and placement of animals entrusted to the Multnomah County Animal Shelter, has pledged \$30,000 towards the remodeling project. Grant opportunities are being pursued with the PETCO Foundation and Pet Smart Charities to join with MCAS to raise funds necessary for the successful completion of the project.

4. Explain any legal and/or policy issues involved.

In 2000, the Board of County Commissioners adopted Resolution 00-126 that created two Animal Services trust funds as a mechanism for the County to accept contributions from the public to be used exclusively for the care and treatment of stray animals and enhance adoption outreach. Expenditures in excess of \$10,000 shall require the approval of the County Chair.

5. Explain any citizen and/or other government participation that has or will take place.

On Thursday, February 10, 2005 the Division, along with volunteer guests, presented a briefing of the remodel project to the Board during its regular Board meeting. Friends of the Shelter Foundation, MCAS volunteers and pet foster parents have been indispensable in helping care for the growing cat population at the shelter. A public fundraising campaign is planned to create an opportunity for the public, businesses, and corporations to donate to the remodel project.

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 02/10/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

Multnomah County Animal Services Cattery Remodel Project

Architects Conceptual Design



Multnomah County Animal Shelter conceptual design by Carleton / Hart Architecture

cattery

February 2, 2005

BOGSTAD Deborah L

From: CRUZ Serena M
Sent: Thursday, February 10, 2005 3:42 PM
To: BOGSTAD Deborah L
Subject: RE: Board Clerk Error

You have my support for the record.

Serena Cruz

Multnomah County Commissioner, District 2
501 SE Hawthorne Blvd., Ste. 600
Portland, OR 97214
503-988-5219 (phone)
503-988-5440 (fax)
<http://www.co.multnomah.or.us/cc/ds2>

-----Original Message-----

From: BOGSTAD Deborah L
Sent: Thursday, February 10, 2005 2:21 PM
To: LINN Diane M; NAITO Lisa H; ROBERTS Lonnie J; ROJO DE STEFFEY Maria; CRUZ Serena M
Cc: BALL John; SMITH Andy J; ROMERO Shelli D; LASHUA Matthew; CARROLL Mary P; NAITO Terri W; BAESSLER Joseph E; WESSINGER Carol M; WALKER Gary R; MARTIN Chuck T; WEST Kristen; SOWLE Agnes; OSWALD Michael L; JOHNSON Cecilia
Subject: FW: Board Clerk Error
Importance: High

I made a mistake, for R-7 today, per item 1 on the agenda placement request submitted by the Division, Mike Oswald wanted Authorization to expend \$75,000 from the Animal Services' Trust Funds towards a project to remodel the Animal Shelter's cattery and veterinary treatment area. I am asking for you to agree (or not) to such authorization and if a majority of you does agree, that authorization will be ratified at the next available Board meeting. I apologize for the inconvenience. Thank you.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
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Sent: Thursday, February 10, 2005 1:39 PM
To: BOGSTAD Deborah L
Subject: RE: Board Clerk Error

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2/10/2005

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<http://www.co.multnomah.or.us/cc/index.shtml>

BOGSTAD Deborah L

From: NAITO Lisa H
Sent: Thursday, February 10, 2005 3:34 PM
To: BOGSTAD Deborah L
Subject: RE: Board Clerk Error

I agree. Lisa

-----Original Message-----

From: BOGSTAD Deborah L
Sent: Thursday, February 10, 2005 2:21 PM
To: Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz
Cc: BALL John; SMITH Andy J; ROMERO Shelli D; LASHUA Matthew; CARROLL Mary P; NAITO Terri W; BAESSLER Joseph E; WESSINGER Carol M; WALKER Gary R; MARTIN Chuck T; WEST Kristen; SOWLE Agnes; OSWALD Michael L; JOHNSON Cecilia
Subject: FW: Board Clerk Error
Importance: High

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BOGSTAD Deborah L

From: ROJO DE STEFFEY Maria
Sent: Thursday, February 10, 2005 2:37 PM
To: BOGSTAD Deborah L
Subject: RE: Board Clerk Error

yes from me on the project.

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Sent: Thursday, February 10, 2005 2:21 PM
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2/10/2005

BOGSTAD Deborah L

From: WEST Kristen
Sent: Thursday, February 10, 2005 2:37 PM
To: BOGSTAD Deborah L
Subject: RE: Board Clerk Error

We have no problem with this.

Kristen West
Office of Commissioner Lonnie Roberts
Multnomah County, District 4
501 SE Hawthorne Blvd. Suite 600
Portland, OR 97214
Phone 503-988-5213
Fax 503-988-5262

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2/10/2005

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 02-24-05

SUBJECT: Public Comment

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Paul Adolph Phillips

ADDRESS: 1212 SW Clay St, Apt 217

CITY/STATE/ZIP: Portland OR 97201

PHONE: DAYS: NO PHONE EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: ATTACHED DOCS - WANTS LEGAL

ASSISTANCE REGARDING MEDICAL/PHYSICAL

CONDITION

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

NORTHWEST PRIMARY CARE

PHILLIPS, PAUL A.
Patient Name

03-64-38
X-Ray No.

3/10/54
Age/DOB

Walter Buhl, M.D.
Physician

1/11/05
Date

Reason for Examination:

Pain and disability; small bone cysts of carpal bones documented by MRI examination of 10/16/98, with post-traumatic changes in the triangular fibrocartilage complex and displacement of tendons.

RIGHT WRIST:

Palmar, oblique and lateral views without comparison show minimal posterior angulation of the distal radial articular plane suggestive of remote fracture. No further osseous or joint abnormality is demonstrable.

HGW:ns
D&T: 1/12/05


HANS G. WANDEL, M.D., F.A.C.R.

PROVIDER REVIEW: _____

Bart A. Adams, M.D.

Physician and Surgeon
Diseases & Surgery
of the Eye

405 N. First
Suite 106
Hermiston, Oregon 97838
Phone (541) 567-2872
Fax (541) 567-4820

THGATE
1368
ON, OREGON 97801
(541) 276-4752
278-2918

June 25, 1998

Guide Dogs for the Blind, Inc.
P.O. Box 151200
San Rafael, CA 94915-1200

RE: Paul Phillips DOB: 03-10-54

To Whomever It May Concern:

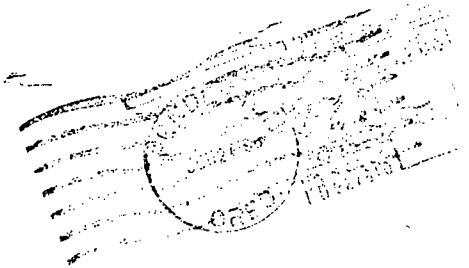
This letter is to certify that Paul Phillips is legally blind as a result of ocular albinism. There is no chance that his vision will ever improve.

Sincerely yours,

(Dictated but not read to expedite mail)

Bart A. Adams, M.D.
BAA:cmh

CC: Chris Lundquist, M.D.
Paul Phillips



Pendleton Eye Clinic, P.C.
Bart A. Adams, M.D.
Physician and Surgeon
P.O. Box 1368
Pendleton, OR 97801
Address Correction Requested

Paul Phillips
517 1/2 SW 13th Street
Pendleton, OR 97801



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 02-24-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 02/03/05

BUDGET MODIFICATION: NOND - 03

Agenda Budget Modification NOND 03 Authorizing General Fund Contingency Request for
Title: \$40,000 to Implement a Pilot Court Notification System to Reduce Occurrences of
Failure-to-Appear

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>February 24, 2005</u>	Time Requested:	<u>10 Minutes</u>
Department:	<u>District Attorney's Office</u>	Division:	<u>Executive Office</u>
Contact(s):	<u>Matt Nice and Judy Shiprack</u>		
Phone:	<u>503 988-5015</u>	Ext.	<u>83364</u>
	I/O Address:		<u>503-531</u>
Presenter(s):	<u>Matt Nice and Mark Campbell</u>		

General Information

1. What action are you requesting from the Board?

Approval of Budget Modification NOND-03 appropriating \$40,000 from the General Fund Contingency to support development and implementation of an Automated Call System (CALL 2 COURT) notifying defendants of an impending court date.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Recent analyses by the County's Budget Office and State Courts estimate that a substantial proportion of criminal justice work is due to offenders failing to appear at their scheduled court date. These failures waste valuable resources due to new warrants being issued, police re-arresting people, additional bookings and jail bed use, and additional prosecution for mostly low-level offenses. During the FY 2005 midyear process, the Safety Priority team explored inventive options to make the criminal justice system more efficient.

To explore this option, a working group comprised of representatives from the Local Public Safety Coordinating Council, State Courts, District Attorney's Office, and Metropolitan Public Defender

examined the FTA problem. Preliminary data shows the following:

- Court data suggest 27% of criminal citations have an FTA at first appearance
- Preliminary data for pre-trial offenders released on their own recognizance suggests an FTA rate of 18% at arraignment and a 37% FTA rate at some point during their case (Rhyne, 2004)
- Preliminary MCSO data found 26% (8,000 books) of CY2003 standard bookings had an FTA warrant attached to the case (any case); few with new charges 40% drug and alcohol related
- 37,000+ unserved warrants in the County (MCSO, 2004)
- 9% of matrix releases between April & September 2004 were for FTA as a primary charge
- Preliminary DA data for CY 2003 (Jan to Sept) found that 27% of issued cases had an FTA indicators on the case; 88% were for misdemeanors and 11% for felonies
- Bennett study found FTA rates for Multnomah County release programs between 11 and 14%

After reviewing the data, the team identified a vendor to provide automated court-notification for people awaiting trial. Independent evaluation of a similar King County, Washington system found substantial cost-beneficial savings due to a reduction in issued warrants and reduced need for jail beds after implementation of the system.

In partnership with the State Courts, District Attorney's Office, and Metropolitan Public Defender's Office, this request will fund a pilot notification system for Multnomah County. The Budget Office will provide evaluation of the pilot project. The system is expected to go live March 1st, 2005 and run through June 2005. The State Courts will provide project management and IT support, the Local Public Safety Coordinating Council (LPSCC) will manage the vendor contract, and the Budget Office will independently evaluate the results. The costs include a one-time vendor set-up fee (\$20,000) and on-going maintenance (a pro-rated amount of \$40,000 annually). The pilot is set-up as a one-time only allocation; however LPSCC has submitted a program offer for FY2005-06 based on successful outcomes.

3. Explain the fiscal impact (current year and ongoing).

For FY 2005, the FTA notification system will cost \$20,000 for the initial development and \$20,000 for operations. The ongoing cost including maintenance and support will be \$40,000 annually. A program offer for FTA will be developed for the FY 2006 budget process.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

Multnomah County has worked closely with the State Courts, the Local Public Safety Coordinating Council, and the Metropolitan Public Defenders Office.

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
The General Fund Contingency will be reduced by \$40,000.
- What budgets are increased/decreased?
LPSCC's general fund appropriation will be increased by \$40,000 and the General Fund Contingency will be reduced by \$40,000.
- What do the changes accomplish?
The funding changes will support the implementation of a Pilot Court Notification System to reduce occurrences of Failure-to-Appear (FTA).
- Do any personnel actions result from this budget modification? Explain.
None
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Because the State Courts are administering this program, there is no direct overhead associated with the program at this time. Existing resources in the Budget Office will provide the necessary evaluation.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
Yes, the revenue is one-time-only. The contingency will fund implementation and operation of the Court Notification System for the remainder of FY 2005.

In FY 2006, the program will be part of the priority setting budget process to determine if the program will receive ongoing funding.
- If a grant, what period does the grant cover?
N/A
- If a grant, when the grant expires, what are funding plans?
N/A

Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- Why was the expenditure not included in the annual budget process?

During the FY 2005 budget deliberations, the Board of County Commissioners (BCC) deliberated policy direction for the upcoming year. The BCC directed staff to investigate the Failure to Appear issue and report back with a recommendation. This request is the result of those efforts.

- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?

Staff has worked closely with outside agencies to launch this pilot program. While outside jurisdictions are not providing direct funding they have offered the following resources:

- The State Courts will provide project management and IT support;
- LPSCC will manage the vendor contract; and
- The Budget Office will independently evaluate the results.

- Why are no other department/agency fund sources available?

All other programs are operational and fully funded. This request is response to a policy direction by the Board of County Commissioners acknowledged in the FY 2005 budget process.

- Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?

Independent evaluation of a similar King County, Washington system found substantial cost-beneficial savings due to a reduction in issued warrants and reduced need for jail beds after implementation of the system.

- Has this request been made before? When? What was the outcome?

No, several local reports have previously identified this problem and recommended action, but none have identified the high cost associated with FTAs.

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>

ATTACHMENT B

BUDGET MODIFICATION: NOND - 03

Required Signatures

Department/
Agency Director:



Date: 02/03/05

Budget Analyst:



Date: 02/03/05

Department HR:

Date:

Countywide HR:

Date:

Budget Modification or Amendment ID: **NOND-03****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 05

Line No.	Fund Center	Fund Code	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
1	10-80	1000	20			lpssc-1000	60170		40,000	40,000		Contracts
2	19	1000			9500001000		60470		(40,000)	(40,000)		Reduce Contingency
3												
4												
5												
6												
7												
8												
9												
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21												
22												
23												
24												
25												
										0	0	Total - Page 1
										0	0	GRAND TOTAL



Finance, Budget & Tax Office

MULTNOMAH COUNTY OREGON

Budget Office

501 SE Hawthorne Blvd., Suite 531
Portland, Oregon 97214
(503) 988-3312 Phone
(503) 988-4570 Fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Matthew Nice, Principal Budget Analyst
DATE: February 3, 2005
SUBJECT: General Fund Contingency Request for \$40k to Implement a Pilot Court Notification System to Reduce Occurrences of Failure-to-Appear (FTA).

Summary

Budget Modification NOND-03 provides \$40,000 from the General Fund Contingency to The Local Public Safety Coordinating Council (LPSCC) to implement a pilot court notification system to reduce the occurrences of failure-to-appear.

Background

Recent analyses by the County's Budget Office and State Courts estimate that a substantial proportion of criminal justice work is due to offenders failing to appear at their scheduled court date. These failures waste valuable resources due to new warrants being issued, police re-arresting people, additional bookings and jail bed use, and additional prosecution for mostly low-level offenses. Based on a FY 2005 mid-year program option, a working group comprised of representatives from the Local Public Safety Coordinating Council, State Courts, District Attorney's Office, and Metropolitan Public Defender identified a vendor to provide automated court-notification for people awaiting trial. Independent evaluation of a similar King County, Washington system found substantial cost-beneficial savings due to a reduction in issued warrants and reduced need for jail beds after implementation of the system.

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Contingency Requirements

The Budget Office is required to inform the Board if contingency requests submitted for Board approval satisfy the general guidelines and policies for using the General Fund Contingency. Those requirements are summarized as follows:

1. Approve no contingency requests for purposes other than "one-time-only" allocations.
2. Limit contingency funding to the following:
 - a. Emergency situations which if left unattended will jeopardize the health and safety of the community.
 - b. Unanticipated expenditures necessary to keep a public commitment of fulfill a legislative or contractual mandate, or which can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.
3. The Board, may when it adopts the budget for a fiscal year, specify programs which it wishes to review during the year and increase the Contingency account to provide financial capacity to support those programs if it chooses. Contingency funding of such programs complies with this policy.

The request is consistent with County policy as it falls under Criteria #3; the Board identified the Failure to Appear in the following Budget Note:

"In an effort to better use the limited number of jail beds for those offenders who pose the greatest risk to community safety, the County's public safety group in partnership with other public safety agencies shall address the following issues:

Identify the amount, proportion and cost of failures to appear (FTA) which occur at booking, which utilize jail space, which are handled by the DA's office, and which impact the backlog of undelivered warrants"

Budget Office Recommendation

Although this budget modification proposes to use one-time resources to fund on-going program expenditures, the Budget Office recommends approval of this budget modification. This request will reduce the General Fund contingency by (\$40,000).



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 02/08/05 revised

BUDGET MODIFICATION:

Agenda Title: **Resolution Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Constructing a Pedestrian and Bicyclist Bridge and Performing Stream Bank Restoration work in the Vicinity of Beaver Creek in the City of Troutdale**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: February 24, 2005 **Time Requested:** 5 minutes
Department: Business and Community Services **Division:** Land Use & Trans Program
Contact(s): Michael Phillips, P.E., Interim County Engineer (x29628)
Patrick Hinds, P.L.S., C.W.R.E., Project Support (x83712)
Phone: (503) 988-3712 **Ext.** 83712 **I/O Address:** #455/215
Presenter(s): Patrick Hinds

General Information

1. What action are you requesting from the Board?

We are requesting that the Board approve the resolution authorizing the Land Use and Transportation Program to begin negotiations for the purchase of real property associated with the construction of a pedestrian bridge over Beaver Creek in the City of Troutdale and to use condemnation if necessary.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The present bridge on Historic Columbia River Highway, located in the City of Troutdale, is a narrow bridge that presents a dangerous crossing, especially for the increasing number of bicyclists and pedestrians using this bridge. The City of Troutdale operates a park adjacent to the bridge and a small portion of the City Park will be required for the proposed new bike/pedestrian bridge. The proposed bridge will reduce congestion and greatly improve safety at this crossing.

The purpose for this resolution is to supplement a resolution that this Board passed on December 2, 2004. The resolution that was passed on December 2, 2004 authorizes the Land Use and Transportation Program to begin property acquisitions for the purpose of constructing a new bridge

structure over Beaver Creek. Since December 2, 2004, recommendations from regulatory agencies (National Oceanic and Atmospheric Administration and the Oregon Dept. of Fish and Wildlife) have suggested that we add stream bank restoration work to our project. The restoration work will help reduce scouring of the bank in the vicinity of the bridge and restore stream bank vegetation that has been eroded by the stream, thereby helping to stabilize the bank, and the restoration work will benefit endangered fish species that are found in Beaver Creek. Additionally, the stream bank scour protection was recommended by NOAA and ODF&W as a best management practice solution.

After providing extensive opportunities for public involvement and design review by citizens, Friends of Beaver Creek, Division of State Lands, Oregon Department of Fish and Wildlife, Army Corp of Engineers, State Historic Preservation Office, consultants David Evans and Associates, the City of Troutdale, and Multnomah County Land Use and Transportation Program, a bridge design was selected that accomplishes the Land Use and Transportation Program's safety goal while maintaining the historic character of this scenic area.

3. Explain the fiscal impact (current year and ongoing).

In 2001 the Oregon Legislature approved House Bill 2142, also referred to as the Oregon Transportation Investment Act (OTIA). OTIA increased several driver and motor vehicle fees to secure \$500 million in bonds to increase lane capacity and improve highway interchanges, repair and replace bridges and preserve road pavement.

Multnomah County was awarded \$1.5 million of OTIA funds for this bridge project. The County's \$245K match amounts to \$121K of external consulting and \$124K of in-kind staff costs. Since FY 2003, when the County began the project design phase, \$110K of external consulting and 100% of the in-kind labor has been completed. As the project moves into the right-of-way and construction phase the balance of project costs will be directed to the OTIA funding source. The remaining County matching funds are included in the current FY 2005 road capital budget appropriation.

4. Explain any legal and/or policy issues involved.

Negotiations to purchase impacted property at fair market value will be made in good faith. No relocation assistance is required for this project. The impacted properties are a large residential lot with a single family home, a portion of the City of Troutdale's Glenn Otto Park, and vacant lands. The properties are described on the attached Exhibits A, B, C, and D. If real property cannot be purchased through negotiations, the use of condemnation may be necessary, as the present right of way can not accommodate the proposed improvements.

5. Explain any citizen and/or other government participation that has or will take place.

In addition to a City of Troutdale Council meeting, two separate public meetings were held. The Land Use and Transportation Program received comments and design review from the Division of State Lands, the Oregon Department of Fish and Wildlife, the U.S. Army Corp of Engineers; the State Historic Preservation Office, and Friends of Beaver Creek, a local community group.

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 02/09/05

Budget Analyst:

Anthony

Date: 02/08/05

Department HR:

Date: _____

Countywide HR:

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Constructing a Pedestrian and Bicyclist Bridge and Performing Stream Bank Restoration Work in the Vicinity of Beaver Creek in the City of Troutdale

The Multnomah County Board of Commissioners Finds:

- a. It is necessary for Multnomah County to acquire the real property described in the attached Exhibits A, B, C, and D (the property) for the purpose of improving a portion of the Historic Columbia River Highway, a county road, by constructing a pedestrian and bicycle bridge over Beaver Creek and performing restoration work along the creek bank (collectively referred to as the "Project").
- b. The Project is supported by the local community because the new bridge will provide a more convenient and safer alternative route over Beaver Creek for pedestrians and bicyclists than the existing historic but narrow multi-use bridge, which will be retained for vehicle use.
- c. The Project area is in the City of Troutdale.
- d. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury. Attached is a map identified as Exhibit E which shows the approximate location of the Project and the property interests to be acquired.
- e. It is necessary to acquire immediate possession of the property interests described herein to allow construction to proceed and be completed on schedule and within budgetary limitations.

The Multnomah County Board of Commissioners Resolves:

1. It is necessary to acquire the property interests described herein for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-032

Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Constructing a Pedestrian and Bicyclist Bridge and Performing Stream Bank Restoration Work in the Vicinity of Beaver Creek in the City of Troutdale

The Multnomah County Board of Commissioners Finds:

- a. It is necessary for Multnomah County to acquire the real property described in the attached Exhibits A, B, C, and D (the property) for the purpose of improving a portion of the Historic Columbia River Highway, a county road, by constructing a pedestrian and bicycle bridge over Beaver Creek and performing restoration work along the creek bank (collectively referred to as the "Project").
- b. The Project is supported by the local community because the new bridge will provide a more convenient and safer alternative route over Beaver Creek for pedestrians and bicyclists than the existing historic but narrow multi-use bridge, which will be retained for vehicle use.
- c. The Project area is in the City of Troutdale.
- d. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury. Attached is a map identified as Exhibit E which shows the approximate location of the Project and the property interests to be acquired.
- e. It is necessary to acquire immediate possession of the property interests described herein to allow construction to proceed and be completed on schedule and within budgetary limitations.

The Multnomah County Board of Commissioners Resolves:

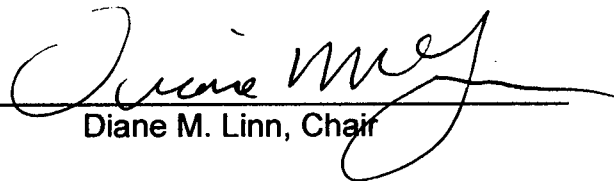
1. It is necessary to acquire the property interests described herein for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.

4. It is necessary to obtain possession of such property as soon as possible to allow construction to proceed and be completed on schedule within budgetary limitations.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.
6. There is authorized the creation of a fund in the amount of the estimate of just compensation for the property which shall, upon obtaining possession of the property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 24th day of February, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A

Temporary easement for construction and stream restoration work for a period of two years or the duration of the Project (whichever is shorter):

A tract of land situated in the S.E. one-quarter of Section 25, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Commencing at a 1" iron pipe marking the point of intersection of two tangents of that 190.80 foot radius curve beginning at Station 528+86.71 and ending at Station 531+49.66 of Historic Columbia River Hwy., County Road No. 917; thence N62°12'54"E, along the easterly tangent line and the centerline of said Historic Columbia River Highway, a distance of 252.09 feet to Centerline Station 532+44.57 of said Historic Columbia River Highway; thence S27°47'06"E, a distance of 30.00 feet to a point on the southeasterly right-of-way line of said Historic Columbia River Highway; thence S27°47'06"E, a distance of 20.00 feet; thence S72°47'06"E, a distance of 42.43 feet to the point of beginning of the herein described tract of land; thence S72°47'06"E, a distance of 61 feet more or less to the centerline of Beaver Creek; thence northeasterly, along said creek centerline, a distance of 45 feet more or less to a point being 80.00 feet southeasterly of, when measured at right angles to, said Historic Columbia River Highway centerline; thence S62°12'54"W, parallel to said centerline, a distance of 54 feet, more or less, to the point of beginning. Bearing and Station information is based on centerline data per SN 59069, Multnomah County Survey Records, and by said reference is made a part thereof.

Containing 1,110 square feet more or less.

EXHIBIT B

Temporary easement for construction and stream restoration work for a period of two years or the duration of the Project (whichever is shorter):

A tract of land situated in the S.E. one-quarter of Section 25, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Commencing at a 1" iron pipe marking the point of intersection of two tangents of that 190.80 foot radius curve beginning at Station 528+86.71 and ending at Station 531+49.66 of Historic Columbia River Highway, County Road No. 917; thence N62°12'54"E, along the easterly tangent line and the centerline of said Historic Columbia River Highway, a distance of 488.55 feet to Centerline Station 534+81.03 of said Historic Columbia River Highway; thence S27°47'06"E, a distance of 30.00 feet to a point on the southeasterly right-of-way line of said Historic Columbia River Highway; thence S27°47'06"E, a distance of 20.00; thence S17°12'54"W, a distance of 42.43 feet to a point being 80.00 feet southeasterly of, when measured at right angles to, said Historic Columbia River Highway centerline; thence S62°12'54"W, a distance of 82.00 feet to the point of beginning of the herein described tract of land; thence S00°09'11"W, a distance of 26.27 feet; thence S62°12'54"W, a distance of 36 feet more or less to the centerline of Beaver Creek; thence northeasterly, along said creek centerline, a distance of 25 feet more or less to a point being 80.00 feet southeasterly of, when measured at right angles to, said Historic Columbia River Highway centerline; thence N62°12'54"E, a distance of 40 feet more or less to the point of beginning. Bearing and Station information is based on centerline data per SN 59069, Multnomah County Survey Records, and by said reference is made a part thereof.

Containing 900 square feet more or less.

EXHIBIT C

Temporary easement for construction and stream restoration work for a period of two years or the duration of the Project (whichever is shorter):

A tract of land situated in the S.E. one-quarter of Section 25, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Commencing at a 1" iron pipe marking the point of intersection of two tangents of that 190.80 foot radius curve beginning at Station 528+86.71 and ending at Station 531+49.66 of Historic Columbia River Highway, County Road No. 917; thence N62°12'54"E, along the easterly tangent line and the centerline of said Historic Columbia River Highway, a distance of 306.82 feet to Centerline Station 532+99.30 of said Historic Columbia River Highway; thence N27°47'06"W, a distance of 30.00 feet to a point on the northwesterly right-of-way line of said Historic Columbia River Highway, also being the point of beginning of the herein described tract of land; thence N27°47'06"W, a distance of 80.00; thence N62°12'54"E, a distance of 105 feet more or less to the centerline of Beaver Creek; thence southeasterly, along said creek centerline, a distance of 81 feet more or less to a point on said northwesterly right-of-way line; thence S62°12'54"W, along said northwesterly right-of-way line, a distance of 95 feet more or less to the point of beginning. Bearing and Station information is based on centerline data per SN 59069, Multnomah County Survey Records, and by said reference is made a part thereof.

Containing 8,229 square feet more or less.

EXHIBIT D

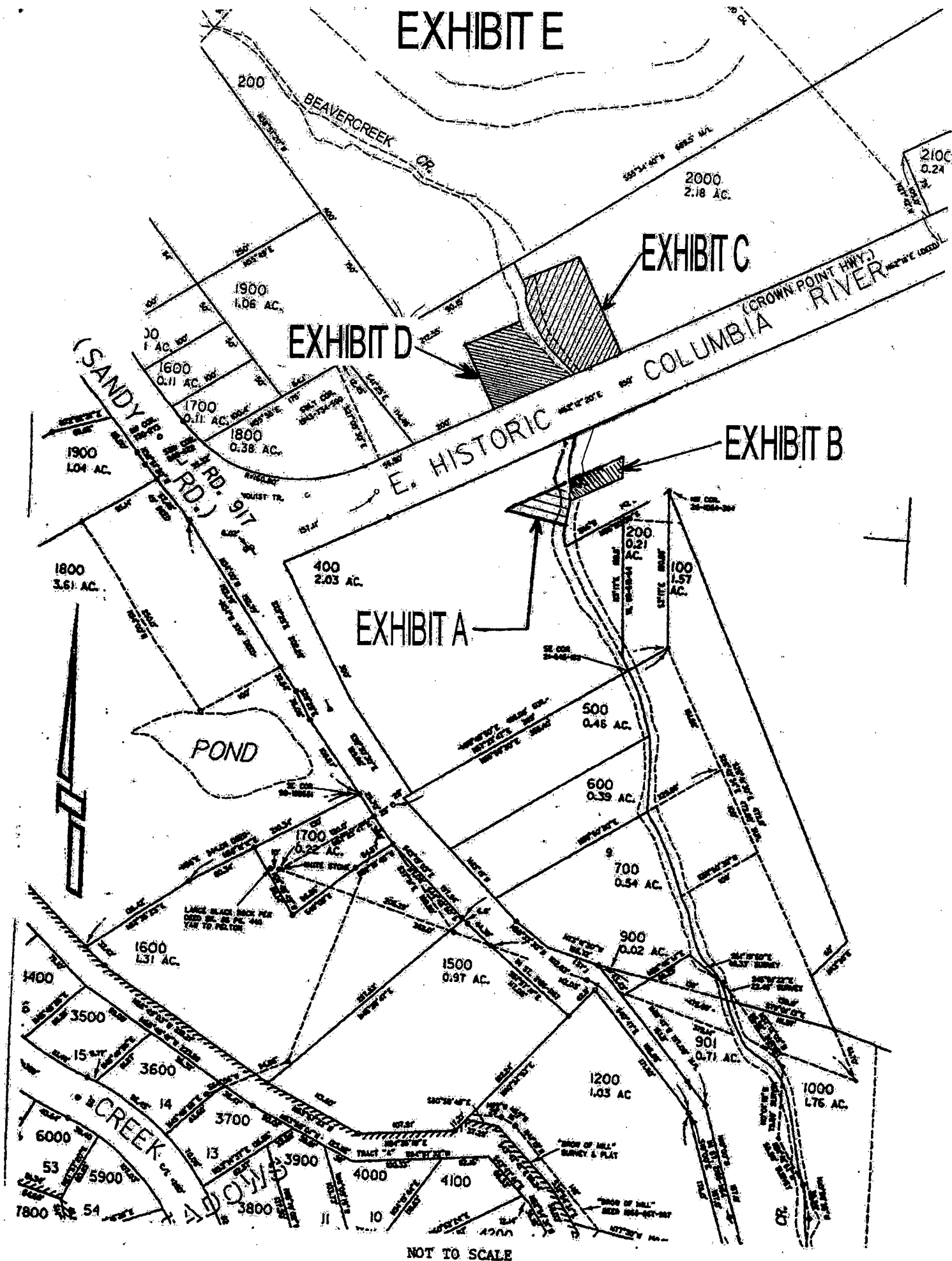
Temporary easement for construction and stream restoration work for a period of two years or the duration of the Project (whichever is shorter):

A tract of land situated in the S.E. one-quarter of Section 25, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Commencing at a 1" iron pipe marking the point of intersection of two tangents of that 190.80 foot radius curve beginning at Station 528+86.71 and ending at Station 531+49.66 of Historic Columbia River Highway, County Road No. 917; thence N62°12'54"E, along the easterly tangent line and the centerline of said Historic Columbia River Highway, a distance of 476.82 feet to Centerline Station 534+69.30 of said Historic Columbia River Highway; thence N27°47'06"W, a distance of 30.00 feet to a point on the northwesterly right-of-way line of said Historic Columbia River Highway, also being the point of beginning of the herein described tract of land; thence N27°47'06"W, a distance of 120.00; thence S62°12'54"W, a distance of 98 feet more or less to the centerline of Beaver Creek; thence southeasterly, along said creek centerline, a distance of 135 feet more or less to a point on said northwesterly right-of-way line; thence N62°12'54"E, along said northwesterly right-of-way line, a distance of 75 feet more or less to the point of beginning. Bearing and Station information is based on centerline data per SN 59069, Multnomah County Survey Records, and by said reference is made a part thereof.

Containing 8,567 square feet more or less.

EXHIBIT E





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-3
Est. Start Time: 9:40 AM
Date Submitted: 02/07/05

BUDGET MODIFICATION: -

Agenda
Title: **Resolution Adopting New Public Contract Review Board Rules**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>February 24, 2005</u>	Time Requested:	<u>20 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>CPCA</u>
Contact(s):	<u>Gerald Jelusich</u>		
Phone:	<u>503 988-5111</u>	Ext.	<u>22870</u>
		I/O Address:	<u>503/4</u>
Presenter(s):	<u>Gerald Jelusich, Herman Brame and John Thomas</u>		

General Information

1. What action are you requesting from the Board?

The Board is asked to approve a resolution adopting new Public Contract Review Board Rules. The recommendation is to approve the resolution.

An exemption to the agenda submission process was requested because CPCA staff and County Attorney's Office needed the maximum amount of time available to review the final drafts of these rules in detail to detect errors and inconsistencies before the rules were finalized.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The current version of the PCRb rules was first promulgated in 1976. The rules have been amended numerous times, the latest of which was on October 10, 2002, by Resolution 02-130. Our current rules and the proposed new rules are modeled on the Attorney General Model Contract Rules (Model Rules).

In 2003 the legislature enacted a new Public Contracting Code which becomes effective March 1, 2005. In response to the new Code, the Attorney General adopted a comprehensive revision to the Model Rules to conform the Model Rules to the new Code. ORS Chapter 279A mandates that every public entity either adopt the Model Rules or specifically adopt another set of rules.

Most local jurisdictions have either adopted the Model Rules verbatim or have adopted rules substantially similar to the Model Rules. The proposed new rules are closely aligned with the Model Rules but they have been tailored to reflect County practice for procurement of goods, trade services and public improvements. The proposed rules for the most part preserve current county contracting practices. However, they also include some significant changes including the following:

- The new Code increased the limit at which formal solicitation (by invitation to bid or request for proposal) is required from \$75,000 to \$150,000. The proposed new rules incorporate this change. Procurements under \$150,000 may now be done with quotes or informal requests for proposals. The legislature set different limits for formal solicitation for public improvement and transportation projects; those limits are \$100,000 for public improvement projects and \$50,000 for transportation projects. These limits are not subject to change by the County and are incorporated into the new rules. The proposed new rules provide for additional alternative contracting methods for greater flexibility in solicitation and evaluation of proposals and latitude to negotiate with proposers and seek additional rounds of proposals before selecting a Contractor.
- The proposed new rules provide for additional detailed guidance to County employees concerning the solicitation process for bids and proposals, protest procedures and procedures for judicial review of County contracting decisions.

Both state law and county rules provide for certain exemptions from competitive solicitation. These exemptions (now called "Special Procurements") exempt certain contracts from the requirement for competitive solicitation in certain circumstances. The new rules retain, as necessary, and the Resolution reauthorizes as Special Procurements, the exemptions from competitive solicitation that exist in the current rules. Findings for each Special Procurement are in the Resolution. These findings are for the most part drawn verbatim from the findings authorizing exemptions in Resolution 02-130 adopting the current rules.

3. Explain the fiscal impact (current year and ongoing).

While some new procedures prescribed in the rules will require greater staff time, others simplify the procurement process – for example procurements up to \$150,000 may now be done without formal solicitation – formerly procurements over \$75,000 had to be done by formal solicitation. All of the new requirements included in the rules that might require additional staff time are dictated by state law. The rules also provide for methods of procurement that could, if utilized save the County money.

4. Explain any legal and/or policy issues involved.

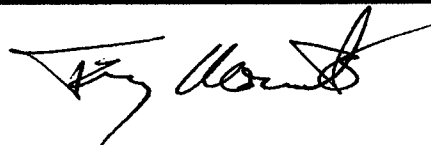
The new rules are modeled on the Attorney General Model Public Contract Rules and the Department of Administrative Services Rules. The new rules have been reviewed and approved by the County Attorney.

5. Explain any citizen and/or other government participation that has or will take place.

The rules were distributed for comment to all affected county departments. Comments were reviewed and incorporated as appropriate.

Required Signatures

Department/
Agency Director:



Date: 02/10/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Resolution Adopting New Public Contract Review Board Rules

The Multnomah County Board of Commissioners Finds:

- a) ORS 279A.060 of the Public Contracting Code (effective March 1, 2005) provides that the governing body of a local contracting agency is the local public contract review board.
- b) Section 3.100 of the County Code provides that the Board of County Commissioners is the Public Contract Review Board (PCRB) for Multnomah County and authorizes the PCRB to adopt rules by resolution.
- c) PCRB rules were originally adopted by Multnomah County in 1976. The rules have been revised numerous times, most recently in 2002. The current rules are based on the Attorney General Model Rules (Model Rules).
- d) In 2003 the legislature enacted a new Public Contracting Code which becomes effective March 1, 2005. In response to the enactment of the new Code, the Attorney General adopted a comprehensive revision to the Model Rules to conform the Model Rules to the new Code. ORS 279A.065 of the new Code requires that every contracting agency must either adopt its own rules or be subject to the Model Rules. It is in the best interests of the County to adopt the proposed new rules attached as Exhibit 1 rather than be subject to the Model Rules.
- e) The proposed rules provide for certain special procurements and a class exemption that do not require competitive solicitation. These procurements and the exemption are authorized as exemptions from competitive bidding under the current rules. The new Code requires the Board to make findings to support special procurement procedures adopted by rule. The findings attached to this Resolution as Exhibit 2 support the special procurements in Rule 47-0288 and the exemption in Division 49 of the proposed rules.
- f) It is in the best interests of Multnomah County to adopt the proposed PCRB rules.

The Multnomah County Board of Commissioners Resolves:

The Board adopts the findings in Exhibit 2. The Board adopts the rules attached as Exhibit 1 as the Public Contract Review Board Rules for Multnomah County. The rules shall apply to contracts first advertised, and if not advertised then entered into, on or after March 1, 2005. The Attorney General Model Rules provided for in ORS 279A.065 do not apply to Multnomah County.

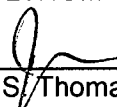
ADOPTED this 24th day of February 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-033

Resolution Adopting New Public Contract Review Board Rules

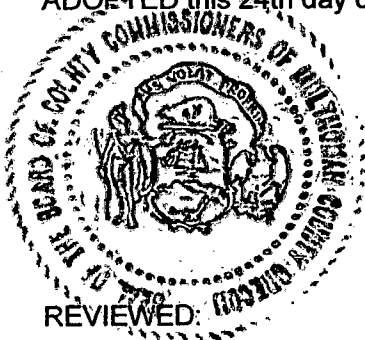
The Multnomah County Board of Commissioners Finds:

- a) ORS 279A.060 of the Public Contracting Code (effective March 1, 2005) provides that the governing body of a local contracting agency is the local public contract review board.
- b) Section 3.100 of the County Code provides that the Board of County Commissioners is the Public Contract Review Board (PCRB) for Multnomah County and authorizes the PCRB to adopt rules by resolution.
- c) PCRB rules were originally adopted by Multnomah County in 1976. The rules have been revised numerous times, most recently in 2002. The current rules are based on the Attorney General Model Rules (Model Rules).
- d) In 2003 the legislature enacted a new Public Contracting Code which becomes effective March 1, 2005. In response to the enactment of the new Code, the Attorney General adopted a comprehensive revision to the Model Rules to conform the Model Rules to the new Code. ORS 279A.065 of the new Code requires that every contracting agency must either adopt its own rules or be subject to the Model Rules. It is in the best interests of the County to adopt the proposed new rules attached as Exhibit 1 rather than be subject to the Model Rules.
- e) The proposed rules provide for certain special procurements and a class exemption that do not require competitive solicitation. These procurements and the exemption are authorized as exemptions from competitive bidding under the current rules. The new Code requires the Board to make findings to support special procurement procedures adopted by rule. The findings attached to this Resolution as Exhibit 2 support the special procurements in Rule 47-0288 and the exemption in Division 49 of the proposed rules.
- f) It is in the best interests of Multnomah County to adopt the proposed PCRB rules.

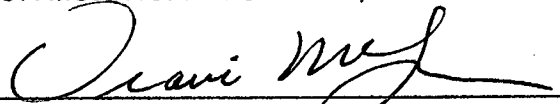
The Multnomah County Board of Commissioners Resolves:

The Board adopts the findings in Exhibit 2. The Board adopts the rules attached as Exhibit 1 as the Public Contract Review Board Rules for Multnomah County. The rules shall apply to contracts first advertised, and if not advertised then entered into, on or after March 1, 2005. The Attorney General Model Rules provided for in ORS 279A.065 do not apply to Multnomah County.

ADOPTED this 24th day of February 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

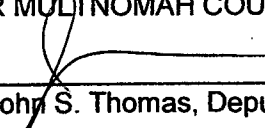
By 
John S. Thomas, Deputy County Attorney

Exhibit 1
MULTNOMAH COUNTY
PUBLIC CONTRACT REVIEW BOARD
RULES

Adopted February 24, 2005

Effective March 1, 2005

Table of Contents

DIVISION 5 INTRODUCTION – SOURCE OF RULES – EFFECTIVE DATE.....	6
DIVISION 10 DEFINITIONS.....	8
10-0000 Definitions.....	8
DIVISION 15 AUTHORITY OF THE CPCA MANAGER.....	13
15-0000 Authority of the CPCA Manager.....	13
DIVISION 20 MISCELLANEOUS MATTERS.....	14
20-0005 Rules Applicable in Lieu of PCRB Rules.....	14
20-0010 Conflicts of Interest.....	14
20-0025 Annual Reports.....	15
20-0030 Unauthorized Purchases.....	15
DIVISION 46 GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTING.....	17
46-0100 Application; Federal Law Supremacy.....	17
46-0120 Policy.....	17
46-0130 Application of the Code and PCRB Rules; Exceptions.....	18
46-0210 Subcontracting to and Contracting with Emerging Small Businesses; Prohibition Against Discrimination.....	19
46-0300 Preference for Oregon Goods and Services; Nonresident Bidders.....	20
46-0310 Reciprocal Preferences.....	21
46-0320 Preference for Recycled Materials.....	22
46-0400 Authority for Cooperative Procurements.....	23
46-0410 Responsibilities of Administering Contracting Agencies and Purchasing Contracting Agencies.....	25
46-0420 Joint Cooperative Procurements.....	25
46-0430 Permissive Cooperative Procurements.....	26
46-0440 Advertisements of Intent to Establish Contracts or Price Agreements through a Permissive Cooperative Procurement.....	27
46-0450 Interstate Cooperative Procurements.....	28
46-0460 Advertisements of Interstate Cooperative Procurements.....	29
46-0470 Protests and Disputes.....	30

46-0480 Contract Amendments	30
46-0490 Procurement Files	31
46-0500 Selling Goods and Services	31

DIVISION 47 PUBLIC PROCUREMENTS FOR GOODS OR SERVICES - GENERAL PROVISIONS32

47-0000 Application	32
47-0250 Methods of Source Selection	32
47-0255 Competitive Sealed Bidding	33
47-0257 Multistep Sealed Bids	36
47-0260 Competitive Sealed Proposals	38
47-0261 Procedures for Competitive Range, Multi-tiered and Multistep Proposals	42
47-0262 Competitive Range, Discussions and Negotiations	43
47-0263 Multistep Sealed Proposals	46
47-0265 Small Procurements	48
47-0270 Intermediate Procurements	48
47-0275 Sole-Source Procurements	50
47-0280 Emergency Procurements	51
47-0285 Special Procurements	52
47-0288 Special Procurements Authorized by Rule	53
47-0300 Public Notice of Solicitation Documents	59
47-0310 Bids or Proposals are Offers	60
47-0320 Facsimile Bids and Proposals	61
47-0400 Offer Preparation	62
47-0410 Offer Submission	62
47-0420 Pre-Offer Conferences	62
47-0430 Addenda to Solicitation Document	63
47-0440 Pre-Closing Modification or Withdrawal of Offers	64
47-0450 Receipt, Opening, and Recording of Offers; Confidentiality of Offers	64
47-0460 Late Offers, Late Withdrawals and Late Modifications	65
47-0470 Mistakes	65
47-0480 Time for Acceptance	67
47-0490 Extension of Time for Acceptance of Offer	67
47-0500 Responsibility of Bidders and Proposers	67
47-0525 Qualified Products Lists	67
47-0550 Prequalification of Prospective Offerors	68
47-0575 Debarment of Prospective Offerors	69
47-0600 Offer Evaluation and Award	70

47-0610 Notice of Intent to Award	72
47-0620 Documentation of Award.....	72
47-0630 Availability of Award Decisions.....	73
47-0640 Rejection of an Offer	73
47-0650 Rejection of All Offers	75
47-0660 Cancellation of Procurement or Solicitation.....	75
47-0670 Disposition of Offers if Procurement or Solicitation Canceled.....	76
47-0700 Protests and Judicial Review of Special Procurements.....	76
47-0710 Protests and Judicial Review of Sole-Source Procurements	77
47-0720 Protests and Judicial Review of Multi-Tiered and Multistep Solicitations	78
47-0730 Protests and Judicial Review of Solicitations.....	79
47-0740 Protests and Judicial Review of Contract Award.....	79
47-0745 Protests and Judicial Review of Qualified Products List Decisions.....	80
47-0750 Judicial Review of Other Violations.....	81
47-0760 Review of Prequalification and Debarment Decisions.....	81
47-0800 Contract Amendments	81

**DIVISION 48 CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, LAND SURVEYING
AND RELATED SERVICES CONTRACTS 83**

48-0100 Application	83
48-0110 Definitions	83
48-0120 List of Interested Consultants; Performance Record	84
48-0130 Applicable Selection Procedures; Pricing Information.....	85
48-0200 Direct Appointment Procedure.....	85
48-0210 Informal Selection Procedure.....	86
48-0220 Formal Selection Procedure.....	89
48-0230 Ties Among Proposers.....	94
48-0240 Protest Procedures	94
48-0250 RFP or RFQ Cancellation; Costs.....	95
48-0310 Contract Reinstatements; Effect of Material Alteration or Delay of Project	95
48-0320 Special Contract Processes	96
48-0330 Contract Amendments	97

**DIVISION 49 GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION
SERVICES 98**

49-0100 Application	98
49-0110 Policies.....	98
49-0130 Competitive Bidding Requirement.....	98
49-0140 Contracts for Construction Other Than Public Improvements.....	98

49-0150	<i>Emergency Contract Procedure; Waiver of Bond Requirements</i>	99
49-0160	<i>Informal Quotes and Amendments</i>	99
49-0200	<i>Solicitation Documents for Invitations to Bid and Requests for Proposals</i>	100
49-0210	<i>Notice and Advertising Requirements; Posting</i>	104
49-0220	<i>Prequalification of Offerors</i>	105
49-0230	<i>Eligibility to Bid or Propose; Registration or License</i>	105
49-0240	<i>Pre-Offer Conferences</i>	106
49-0250	<i>Addenda to Solicitation Documents</i>	106
49-0260	<i>Request for Clarification or Change; Solicitation Protests</i>	107
49-0270	<i>Cancellation of Solicitation Document</i>	108
49-0280	<i>Offer Submissions</i>	108
49-0290	<i>Bid or Proposal Security</i>	110
49-0300	<i>Facsimile Bids and Proposals</i>	110
49-0320	<i>Pre-Closing Modification or Withdrawal of Offers</i>	111
49-0330	<i>Receipt, Opening and Recording of Offers; Confidentiality of Offers</i>	112
49-0340	<i>Late Bids, Late Withdrawals and Late Modifications</i>	113
49-0350	<i>Mistakes</i>	113
49-0360	<i>First-Tier Subcontractors; Disclosure and Substitution</i>	114
49-0370	<i>Disqualification of Persons</i>	116
49-0380	<i>Bid or Proposal Evaluation Criteria</i>	117
49-0390	<i>Offer Evaluation and Award; Determination of Responsibility</i>	117
49-0400	<i>Documentation of Award; Availability of Award Decisions</i>	119
49-0410	<i>Time for Department Acceptance; Extension</i>	120
49-0420	<i>Negotiation With Bidders Prohibited</i>	120
49-0430	<i>Negotiation When Bids Exceed Cost Estimate</i>	120
49-0440	<i>Rejection of Offers</i>	121
49-0450	<i>Protest of Contractor Selection, Contract Award</i>	123
49-0460	<i>Performance and Payment Security; Waiver</i>	124
49-0470	<i>Substitute Contractor</i>	125
49-0490	<i>Foreign Contractor</i>	125
49-0600	<i>Purpose</i>	125
49-0610	<i>Definitions for Alternative Contracting Methods</i>	126
49-0620	<i>Use of Alternative Contracting Methods</i>	128
49-0630	<i>Findings, Notice and Hearing</i>	128
49-0640	<i>Competitive Proposals; Procedure</i>	130
49-0650	<i>Requests for Proposals (RFP)</i>	131
49-0660	<i>RFP Pricing Mechanisms</i>	137

49-0670	<i>Design-Build Contracts</i>	137
49-0680	<i>Energy Savings Performance Contracts (ESPC)</i>	139
49-0690	<i>Construction Manager/General Contractor (CM/GC)</i>	142
49-0800	<i>Required Contract Clauses</i>	144
49-0810	<i>Waiver of Delay Damages Against Public Policy</i>	144
49-0820	<i>Retainage</i>	145
49-0830	<i>Contractor Progress Payments</i>	146
49-0840	<i>Interest</i>	146
49-0850	<i>Final Inspection</i>	147
49-0860	<i>Public Works Contracts</i>	147
49-0870	<i>Specifications; Brand Name Products</i>	147
49-0880	<i>Records Maintenance; Right to Audit Records</i>	148
49-0890	<i>Department Payment for Unpaid Labor or Supplies</i>	148
49-0900	<i>Contract Suspension; Termination Procedures</i>	149
49-0910	<i>Changes to the Work and Contract Amendments</i>	149
DIVISION 55	CONTRACTS WITH QUALIFIED REHABILITATION FACILITIES	151
55-0005	<i>Definitions</i>	151
55-0010	<i>Policy</i>	151
55-0015	<i>Procurements from QRFs</i>	151
55-0030	<i>Determination of Price/Changes to QRF Contracts</i>	152
DIVISION 60	EQUAL OPPORTUNITY IN PUBLIC CONTRACTING	154
60-0010	<i>Purpose</i>	154
60-0020	<i>Policy</i>	154
60-0030	<i>Contract Clauses Required</i>	154
60-0031	<i>Good Faith Effort Program</i>	154
60-0040	<i>Requirement for Certification as Equal Employment Opportunity Employer</i>	154
60-0050	<i>Workforce Requirements in Construction Contracts</i>	155
60-0060	<i>Sheltered Market Program</i>	155

DIVISION 5 INTRODUCTION – SOURCE OF RULES – EFFECTIVE DATE

These Rules comprise a comprehensive revision of the Multnomah County Public Contract Review Board Rules. The original rules were first adopted April 8, 1976 and were most recently revised on October 10, 2002.

These Rules implement ORS Chapters 279 and Chapters 279A, 279B and 279C, the Public Contracting Code, referred to in this document as “the Code.”

- Division 10, Definitions, was compiled from definitions from Model Rules Divisions 46, 47, 48 and 49 with additions from the former county rules and from the Department of Administrative Services (“DAS”) Rules (“DAS Rules”).
- Divisions 15, Authority of the CPCA Manager and 20, Miscellaneous Matters, are virtually the same as in the former rules with some additions consistent with the provisions of the new Divisions 46 to 49.
- Division 46 implements ORS chapter 279A, General Provisions. Division 46 applies to all public contracting conducted under these Rules
- Division 47 implements chapter 279B, Public Procurements. Division 47 applies to Procurement of Goods and Trade Services.
- Divisions 48 and 49 implement ORS chapter 279C, Public Improvements and Related Contracts; Division 48 describes procedures for Procurement of architectural, engineering, land surveying and related services contracts and replaces Division 75 of the old rules; Division 49 describes procedures for Procurement of construction services and replaces Division 40 of the old rules.
- Division 55 implements ORS Chapter 279 relating to purchases from Qualified Rehabilitation Facilities. Division 55 is based on DAS Rules, OAR 125-055-0005 et seq., and replaces Division 70 of the old rules.
- Division 60 is substantially the same as Division 60 in the former rules.

Divisions 300, 310, 320, 330 and 340 of the old rules have been deleted. Certain of those provisions are treated elsewhere, e.g. the Exemption for CM/GC contracts in former Rule 310-0220 is now addressed in Division 49 (*See*, Rule 49-0690). Many of the other Exemptions in these Divisions are now addressed in Rule 47-0288.

The primary source documents for these Rules are the Code, the Oregon Attorney General’s Model Public Contract Rules (Divisions 46, 47, 48 and 49) dated September 1, 2004, the DAS Rules dated September 8, 2003 and the former Multnomah County Public Contract Review Board Rules dated February 27, 1997 (former county rules). The Model Rules and the DAS Rules were in some cases revised to meet the particular requirements of Multnomah County.

These Rules focus on competitive Procurement procedures intended to further the State of Oregon policy goals for a sound and responsive public contracting system that: 1) uses procurement practices that are a simple, clear and modern reflection of the market place and industry standards; 2) instills public confidence; 3) promotes efficient use of state and local government resources; 4) clearly identifies rules and policies that implement each of the legislatively mandated socioeconomic programs that overlay public contracting and accompany the expenditure of public funds; 5) allows impartial and open competition; and 6) provides a public contracting structure that takes full advantage of evolving procurement methods as they emerge within various industries, while preserving Competitive Bidding as the standard for public improvement contracts unless otherwise exempted.

The numbering system used for these Rules retained the general numbering system used in the former rules. The last six numbers of the Attorney General Model Public Contract Rules and the DAS Rules were retained so that they could be easily identified when the state rules are revised semi-annually as required by statute.

These Rules become effective on March 1, 2005 and apply to Public Contracts first advertised, but if not advertised then entered into, on or after March 1, 2005.

DIVISION 10 DEFINITIONS

10-0000 Definitions

Review

- (1) **Addendum or Addenda.** An addition or deletion to, a material change in, or general interest explanation of the Solicitation Document.
- (2) **Advantageous.** In the County's best interests, as assessed according to the judgment of the County.
- (3) **Award.** As the context requires, either the act or occurrence of the identification of the Person with whom the County will enter into a Contract following the resolution of any protest of the County's selection of that Person, and the completion of all Contract Negotiations.
- (4) **Bid.** A response to an Invitation to Bid.
- (5) **Bidder.** A Person who submits a Bid in response to an Invitation to Bid.
- (6) **Board.** The Multnomah County Public Contract Review Board.
- (7) **Chair.** The Chair of the Board of County Commissioners for Multnomah County.
- (8) **Code.** The Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (9) **CPCA.** Central Procurement and Contract Administration.
- (10) **CPCA Manager.** The Central Procurement and Contract Administration Manager whose duties are described in Division 15 or that person's designee.
- (11) **CPCA MINT Site.** A site maintained by CPCA on the MINT (County intranet site) for use by County employees.
- (12) **CPCA Website.** The Internet World Wide Web site maintained by CPCA.
- (13) **Closing.** The date and time announced in the Solicitation Document as the deadline for submitting Offers.
- (14) **Competitive Bidding.** A price-based selection process that involves an advertised public notice, issuance of a Written Solicitation Document inviting interested Persons to submit Written, Signed, and sealed Bids, that are received by the County and publicly opened at the designated time and place, and a Contract awarded (if one is awarded) to the lowest Responsive, Responsible Bidder.
- (15) **Competitive Range.** The Proposers with whom the Department will conduct Discussions or negotiate if the Department intends to conduct Discussions or Negotiations in accordance with Rule 47-0262 or Rule 49-0650. The Competitive Range must be stated in the Solicitation Document, but will be decreased if the number of Proposers that submit Proposals is less than the specified number, or may be increased by the Department in accordance with Rule 47-0262 or Rule 49-0650.
- (16) **Conduct Disqualification.** A Disqualification pursuant to ORS 279C.440 and Rule 49-0370.
- (17) **Contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition of personal property, services other than Personal Services, public improvements, Public Works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

"Contract" does not include grants. This term is used interchangeably with the term "Public Contract."

- (18) **Contractor.** The Person with whom the County enters into a Contract.
- (19) **Contract Price.** As the context requires, (i) the maximum payments that the County will make under a Contract, including bonuses, incentives and contingency amounts, if the Contractor fully performs under the Contract, (ii) the maximum not-to-exceed amount of payments specified in the Contract, or (iii) the unit prices for Goods or Services set forth in the Contract.
- (20) **Days.** Calendar days unless otherwise specified by these Rules.
- (21) **DBE--** A business concern described in ORS 200.005(1) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (22) **Department.** A County Department or any unit within a Department, which has responsibility for the purchase of Goods or services for the County.
- (23) **Descriptive Literature.** The Offeror's materials submitted to provide information concerning the products available in response to the Solicitation Document.
- (24) **Disabled Individual.** A person who has a physical or mental impairment (a residual, limiting condition resulting from an injury, disease or congenital defect) that so limits the person's functional capabilities (such as mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is not able to engage in normal competitive employment over an extended period of time and, as a result, must rely on the provision of specialized employment opportunities by qualified nonprofit agencies for Disabled Individuals.
- (25) **Discussions .** To exchange information, compare views, take counsel, and communicate with another for the purposes of achieving clarification and mutual understanding of an Offer.
- (26) **Disqualification.** The preclusion of a Person from contracting with the County after notice and hearing pursuant to Rule 46-0210 or ORS 279C.440 and Rule 49-0370.
- (27) **Electronic Advertisement.** Notice of a request for Offers, request for Quotes, request for information or other document inviting participation in County Procurements available over the Internet via the World Wide Web or some other Internet protocol. An Electronic Advertisement may or may not include a Solicitation Document.
- (28) **Electronic Offer.** A response to a request for Quotes submitted via e-mail.
- (29) **Emergency.** Circumstances that could not have been reasonably foreseen which create a substantial risk of loss, damage, interruption of services or threat to the public health or safety and which require prompt execution of a Contract to remedy the condition.
- (30) **Emerging Small Business or ESB.** A business concern described in ORS 200.005(3) and 200.005(4) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (31) **Exemption.** A process under Rules 49-0600 to 49-0690 that permits an Alternative Contracting Method to be used in lieu of Competitive Bidding. An Exemption may address a specific Contract, or a class or of Contracts.
- (32) **Facsimile.** A document that has been transmitted by and received by a facsimile machine.
- (33) **Findings.** As used in these Rules, has the meaning specified in ORS 279C.330
- (34) **Foreign Contractor.** A Contractor that is not domiciled in or registered to do business in the State of Oregon. See Rule 49-0490.

- (35) **Goods.** Supplies, equipment, or materials, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.
- (36) **Grant.** Grant has the meaning set forth in 279A.010(i)
- (37) **Informal Quote.** A Quote made in response to a Solicitation under Rule 49-0160.
- (38) **Intermediate Procurement.** A sourcing method authorized by Rule 47-0270.
- (39) **Invitation to Bid or ITB.** The Solicitation of competitive, Written, Signed and sealed Bids in which Specification, price and delivery (or project completion) are the predominant Award criteria.
- (40) **Living Wage.** A minimum wage required to be paid on janitorial, security and food services pursuant to Resolution 98-165.
- (41) **MBE.** A minority business concern described in ORS 200.005(6) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (42) **Minority Individual.** A person described in ORS 200.005(7).
- (43) **Negotiations.** To compare views, take counsel, and communicate with another so as to arrive at a voluntary, mutual agreement about a matter.
- (44) **Nonresident Bidder.** A Bidder described in ORS 279A.120(1)(a).
- (45) **Offer.** A Bid, Proposal or Quote or other response to a Solicitation as applicable.
- (46) **Offeror.** A Person submitting a Bid, Proposal or Quote as applicable; a Bidder or a Proposer.
- (47) **Opening.** The date, time and place announced in the Solicitation Document for the public Opening of Written sealed Offers.
- (48) **Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity.
- (49) **Personal Services.** Services as defined in Rule 47-0000(2).
- (50) **Prevailing Wage Rate.** When used in these Rules means the "prevailing rate of wage" defined in ORS 279C.800(3).
- (51) **Price Agreement.** A Public Contract for the Procurement of Supplies and 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 Supplies and Services in which the County does not guarantee a minimum or maximum additional purchase.
- (52) **Procurement.** The act of purchasing, leasing, renting or otherwise acquiring Goods or services. As used in Division 49 it also means the act contracting for a Public Improvement. "Procurement" includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a Public Contract, administer a Public Contract and obtain the performance of a Public Contract under the Public contracting Code.
- (53) **Procurement File.** The file required to be maintained under Rule 46-0490.
- (54) **Product Sample.** A representative specimen of the item offered by the Offeror in response to the Solicitation Document. Unless otherwise provided in the Solicitation Document, the Product Sample shall be the exact product or a representative portion of that product offered by the Offeror.
- (55) **Proposal.** A response to a Request for Proposals.

- (56) **Proposer.** A Person who submits a Proposal in response to a Request for Proposals. In Division 48, the term "Proposer" means a Consultant who submits a Proposal to in response to a Request for Proposals.
- (57) **Public Contract Review Board.** The Board of County Commissioners acting as the local contract review board pursuant to ORS 279A.060; also referred to as "Board."
- (58) **Public Contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition of personal property, services other than Personal Services, public improvements, Public Works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public Contract" does not include grants. This term is used interchangeably with the term "Contract."
- (59) **Public Improvement.** A project for construction, reconstruction or major renovation on real property by or for a contracting agency. "Public Improvement" does not include projects for which no funds of a contracting agency are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or Emergency Work, minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement. See ORS 279A.010(1)(aa)
- (60) **Public Works.** Public Works includes but is not limited to 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 the County to serve the public interest but does not include the reconstruction or renovation of privately owned property that is leased by the County. See ORS 279C.800(5).
- (61) **PUR-1.** The County administrative procedure for use for Solicitation of Contracts for Personal Services.
- (62) **QRF.** Qualified Rehabilitation Facility. A non-profit corporation, defined in ORS 279.835(4), to serve Disabled Individuals.
- (63) **Quote.** A response to an informally solicited request for a competitive price or competitive proposal pursuant to Rule 47-0270, Rule 49-0160 or to any other Solicitation where the Solicitation is not made by an Invitation to Bid or a Request for Proposals or Special Procurement.
- (64) **Request for Proposals or RFP.** A Solicitation Document calling for Proposals.
- (65) **Resident Bidder.** A Bidder described in ORS 279A.120(1)(b).
- (66) **Responsible Offeror** (also, Responsible Bidder or Responsible Proposer, as applicable). A Person that has submitted an Offer and meets the standards set forth in Rule 47-0640(1)(c)(F) and that has not been disqualified by the CPCA Manager under Rule 47-0575 or Rule 49-0370, respectively. When used alone, "Responsible" means meeting the aforementioned standards.
- (67) **Responsive Offer** (also, Responsive Bid or Responsive Proposal, as applicable). An Offer that substantially complies with applicable Solicitation procedures and requirements and the Solicitation Document.
- (68) **Retainage.** As used in these Rules, "Retainage" has the meaning given 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.
- (69) **Rules.** These Public contracting Rules unless otherwise indicated.
- (70) **Sign, Signed or Signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a Person with the intent to be bound.

- (71) **Sole-Source Procurement.** A sourcing method authorized by Rule 47-0275.
- (72) **Solicitation.** A request for the purpose of soliciting Offers. This request may take the form of an Invitation for Bid, a Request for Proposal, a Request for Qualifications or a similar document; the process of notifying prospective Offerors that the County requests such Offers; the Solicitation Document itself.
- (73) **Solicitation Document.** An Invitation to Bid, Request for Proposals or other document issued to invite offers from prospective contractors.
- (74) **Special Procurement.** A sourcing method authorized by Rule 47-0285
- (75) **Specifications.** Any description of the physical or functional characteristics, or of the nature of a supply, service or construction item, including any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the result to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed.
- (76) **Trade Services.** All remaining services that do not meet the definition for Personal Services.
- (77) **Women.** As used in these Rules this term has the meaning set forth in ORS 200.005(10).
- (78) **WBE.** A Women business concern described in ORS 200.005(6) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (79) **Work.** 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.
- (80) **Written or Writing.** Conventional paper documents either manuscript or printed, in contrast to spoken words. It also includes electronic transmissions or Facsimile documents when required by applicable law or to the extent permitted by the Solicitation Document or Contract.

Source: The Code, Attorney General Model Rules, DAS Rules, Former County Rules

DIVISION 15 AUTHORITY OF THE CPCA MANAGER

15-0000 Authority of the CPCA Manager

- (1) The authority of the CPCA Manager is as follows:
 - (a) Solicit and Award all Contracts over \$150,000 on behalf of the County unless the Solicitation Document provides that the Contract shall be awarded by the County Chair or the Board.
 - (b) Purchase or contract for Goods and services equal to or less than \$150,000
 - (c) Delegate authority to make purchases of Goods and services equal to or less than \$150,000;
 - (d) Ensure compliance with all applicable federal and state laws, Multnomah County Rules, policies and procedures governing public and Personal Services Contracts.
 - (e) Establish and enforce Specifications to procure Goods and services.
 - (f) Execute County Contracts on behalf of the Chair when authorized by the Chair, using the Signature of the Chair and the initials or the name of the CPCA Manager.
 - (g) Recommend amendments to the Public Contract Review Board Rules to the Board and recommend amendments to County administrative procedures to the Chair;
 - (h) Develop procedures which comply with applicable statutes, rules, policies, resolutions and administrative procedures.
 - (i) Review and recommend to the Board action to be taken on Special Procurement
 - (j) Manage and monitor county-wide Contracts required by county Departments for greater efficiency and economy.
 - (k) Adopt forms and procedures for all county purchases.
 - (l) Maintain a file of all original executed copies of Contracts.
 - (m) Maintain a county-wide Contracts information system.
 - (n) Manage the county Contract approval process.
 - (o) Delegate the CPCA Manager's authority to act under these Rules.
- (2) All authority to act under these Rules not specifically assigned to the Board, a Department or the CPCA Manager is delegated to the CPCA Manager.

Based on former County Rules 15.000, 15.003 and 15.006

DIVISION 20 MISCELLANEOUS MATTERS

20-0005 Rules Applicable in Lieu of PCRB Rules

- (1) The Model Rules adopted by the Attorney General shall not apply to Multnomah County. These Rules shall apply in place of the Attorney General Model Rules.

20-0010 Conflicts of Interest

- (1) **Definitions** The following definitions apply only to this section:

- (a) **Actual conflict of interest.** Any action, decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated.
- (b) **Business.** Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual and any other legal entity operated for economic gain.
- (c) **Business with which the person is associated.** Any business of which the person or the person's relative is a director, officer, owner or employee, or agent or any corporation in which the person or the person's relative owns or has stock worth \$1,000 or more at any time in the preceding calendar year.
- (d) **Potential conflict of interest.** Any action or decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following:
 - (A) An interest of membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.
 - (B) Any action in the person's official capacity which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative is associated, is a member or is engaged. The Board of Commissioners may by resolution limit the minimum size of or otherwise establish criteria for or identify the smaller classes that qualify under this exception.
 - (C) Membership in a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.
- (e) **Public official.** Any person who, when an alleged violation of this chapter occurs, is serving Multnomah County as an elected official, officer, employee, or appointee on any commission, committee or similar advisory body, irrespective of whether the person is compensated for such services.
- (f) **Relative.** The spouse of the public official, any children of the public official or of the public official's spouse, and brothers, sisters or parents of the public official or of the public official's spouse.

- (g) **Contract Official.** Any public official responsible for processing, awarding, funding or monitoring a county Contract.
- (h) **Appointing authority.** The elected official having administrative authority over the affected public official, or such elected official's designee.

(2) Actual and Potential Conflicts of Interest.

- (a) Prior to taking any action in connection with a County Contract, every contract official shall in Writing notify the contract official's appointing authority, the County Auditor and CPCA Manager of any actual conflict of interest or potential conflict of interest of such contract official with respect to such proposed Contract.
- (b) Upon receiving any information that a proposed Contract involves a potential conflict of interest or actual conflict of interest of any contract official, the County Auditor or designated representative shall review the Contract Award procedures for compliance with applicable laws and regulations.
- (c) No Contract shall be awarded or executed on behalf of the County without review and approval by the County Auditor if the County Auditor determines that any contract official has a potential conflict of interest or actual conflict of interest in connection with the Contract.

Former County Rules 15.010 and 15.015
Subsection (c) revised

20-0025 Annual Reports

- (1) The CPCA Manager shall file an annual report of purchasing activity by September 30 for the twelve-month period ending June 30 with the Chair and the Board. The report shall contain the following:
 - (a) An index of Contracts, Contract Price and contractors.
 - (b) Information regarding Contracts with MBE, WBE and ESB enterprises as well as Qualified Rehabilitation Facilities.
 - (c) A summary of contract totals by Department for the prior and current year.
 - (d) A listing of Contracts awarded through the Solicitation process to contractors who did not score the highest evaluation or have the lowest Responsive Bid.
 - (e) A listing of Contracts exceeding the dollar limit set forth in Rule 47-0270 (1) for which only one (1) Bid or Proposal was received.

Former County Rule 15.025 revised

20-0030 Unauthorized Purchases

- (1) An unauthorized purchase is any purchase of Goods or services made without following County Procurement requirements or without delegated authority.
- (2) The CPCA Manager may approve claims for payment arising from unauthorized purchases or may refer such claims to the Board for approval.
- (3) Prior to processing a request for approval of payment of an unauthorized purchase, the CPCA Manager shall require the following information:

- (a) Description of the Goods or services furnished as a result of the unauthorized Contract;
- (b) A detailed statement of facts relating to the unauthorized purchase, including the name and position of the person who made the unauthorized purchase and an explanation of the reason County Procurement requirements were not followed;
- (c) Documentation that the amount claimed by the Contractor is fair and reasonable;
- (d) Copies of all invoices and other documents pertinent to the transaction;
- (e) Verification that the Goods or services have been received and accepted by the County;
- (f) The cost center, WBS element or order code for the purchase;
- (g) A statement of the steps taken or planned to prevent recurrence of such unauthorized purchase.

20-0040 Ethics in Public Contracting

- (1) These Rules supplement and do not replace ORS 244.010 to ORS 244.400, for the purpose of applying the policy of ORS 244.010 to Oregon Public contracting under the Public Contracting Code and these Rules. Oregon Public contracting is a public trust. The Agencies and Contractors involved in public contracting must safeguard this public trust.

20-0050 Specifications

- (1) Departments shall not develop Specifications that primarily benefit a Contractor, directly or indirectly, to the detriment of the County.
- (2) Departments shall not develop Specifications that inhibit or tend to discourage public contracting with Qualified Rehabilitation Facilities under Division 55 of these Rules where those Specifications inhibit or tend to discourage the acquisition of QRF-produced Supplies and Services without reasonably promoting the satisfaction of bona fide, practical procurement needs of the County.
- (3) Departments shall not develop Specifications that inhibit or tend to discourage public contracting under other public procurement laws or policies of the County.

Former County Rule 15.030 revised

DIVISION 46 GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTING

46-0100 Application; Federal Law Supremacy

- (1) These PCRB Rules consist of the following four divisions:
 - (a) This division 46, which is applicable to all public contracting;
 - (b) Division 47, which describes procedures for public contracting for Goods or Services, as defined in ORS 279B.005;
 - (c) Division 48, which describes procedures for public contracting for Architectural, Engineering and Land Surveying Services and Related Services; and
 - (d) Division 49, which describes procedures for public contracting for Construction Services.
- (2) In the event of conflict between Rules in this division 46 and Rules in divisions 47, 48 and 49, the Rules in divisions 47, 48 and 49 take precedence over the Rules in this division 46.
- (3) Except as otherwise expressly provided in ORS 279C.800 to ORS 279C.870, and notwithstanding ORS chapters 279A, 279B, and ORS 279C.005 to 279C.670, applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of ORS chapters 279A, 279B, and ORS 279C.005 to 279C.670 or these PCRB Rules, or require additional conditions in Public Contracts not authorized by ORS chapters 279A, 279B, and ORS 279C.005 to 279C.670 or these PCRB Rules.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.030 & ORS 279A.065

46-0120 Policy

All County departments shall conduct public contracting to further the following policies, and policies set forth in ORS Chapters 279, 279A, 279B and 279C and these PCRB Rules. A sound and responsive public contracting system should:

- (1) Simplify, clarify and modernize procurement practices so that they reflect the market place and industry standards.
- (2) Instill public confidence through ethical and fair dealing, honesty and good faith on the part of government officials and those who do business with the government.
- (3) Promote efficient use of state and local government resources, maximizing the economic investment in public contracting within this state.
- (4) Clearly identify rules and policies that implement each of the legislatively mandated socioeconomic programs that overlay public contracting and accompany the expenditure of public funds.
- (5) Allow impartial and open competition, protecting both the integrity of the public contracting process and the competitive nature of public procurement. In public procurement, as set out in ORS chapter 279B, meaningful competition may be obtained by evaluation of performance factors and other aspects of service and product quality, as well as pricing, in arriving at best value.

- (6) Provide a public contracting structure that can take full advantage of evolving procurement methods as they emerge within various industries, while preserving Competitive Bidding as the standard for Public Improvement contracts unless otherwise exempted.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.015 & ORS 279A.065

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

- (1) Neither the Code nor these PCRB Rules apply to the following contracts or the classes of contracts:
 - (a) Contracts for purchases of law enforcement equipment suitable for counter-drug activities and computer equipment pursuant to the e-government Act of 2002 as described in ORS 279A.180, provided that the process described therein is followed;
 - (b) Grants;
 - (c) Acquisitions or disposals of real property or interest in real property;
 - (d) Transfer, sale or disposal of personal property. The Chair is delegated authority to transfer, sell or dispose of personal property in accordance with administrative procedures adopted by the Chair.
 - (e) Sole-source expenditures when rates are set by law or ordinance for purposes of source selection;
 - (f) Procurements by a Department from an Oregon Corrections Enterprises program;
 - (g) Contracts between the County and other government entities including the federal government.
 - (h) Contracts, agreements or other documents entered into, issued or established in connection with:
 - (A) The incurring of debt by a public body, including but not limited to the issuance of bonds, certificates of participation and other debt repayment obligations, and any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - (B) The making of program loans and similar extensions or advances of funds, aid or assistance by a public body 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 to 279B.085;
 - (i) Contracts for Goods or Services with non-profit agencies providing employment opportunities for Disabled Individuals pursuant to ORS 279.835 to 279.855. However, Departments must enter into such contracts in accordance with Division 55 of these Rules.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.050, ORS 279A.055, 279A.065 & 279A.180

46-0210 Subcontracting to and Contracting with Emerging Small Businesses; Prohibition Against Discrimination.

- (1) A Department may require a Contractor to subcontract some part of a Contract to, or to obtain materials to be used in performing the Contract from:
 - (a) A business enterprise that is certified under ORS 200.055 as an Emerging Small Business; or
 - (b) A business enterprise that is:
 - (A) Certified under ORS 200.055 as an Emerging Small Business; and
 - (B) Is located in or draws its workforce from economically distressed areas, as designated by the Oregon Economic and Community Development Department.
- (2) 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 by the Oregon Economic and Community Development Department pursuant to administrative rules adopted by the Oregon Economic and Community Development Department; or
 - (b) The Contractor certifies in Writing to the Department that a substantial number of the subcontractor's employees or subcontractors that will manufacture the Goods or complete the services under the Contract reside in an area designated as economically distressed by the Oregon Economic and Community Development Department pursuant to administrative rules adopted by the Oregon Economic and Community Development Department. For the purposes of making the foregoing determination, the Department shall determine in each particular instance what proportion of a Contractor's subcontractor's employees or subcontractors constitute a substantial number.
- (3) Departments shall include in each Solicitation Document a requirement that Offerors certify in their Offers on a form prescribed by the Department:
 - (a) That the Offeror has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, Women or Emerging Small Business enterprise certified under ORS 200.055; and
 - (b) That the Offeror will not, in the performance of the Contract, discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.
- (4) **MBE, WBE, ESB and DBE Disqualification.**
 - (a) The County may disqualify a Person from consideration of Award of County Contracts under ORS 200.065(5), or suspend a Person's right to bid on or participate in any public contract pursuant to ORS 200.075(1) after providing the Person with notice and a reasonable opportunity to be heard in accordance with sections (d) and (e) of this section.
 - (b) As provided in ORS 200.065 and 200.075 the County may disqualify or suspend a Person's right to submit an Offer or to participate in a Contract (e.g. act as a subcontractor) as follows:
 - (A) The County may disqualify a Person upon finding that the Person engaged in any of the activities made unlawful by ORS 200.065(1) or (2), or if the Person has been disqualified by another public entity pursuant to ORS 200.065.

- (B) The County may suspend a Person upon finding that the Person engaged in any of the acts prohibited by ORS 200.075(a) through (c).
- (c) The County may disqualify or suspend a Person's right to submit Offers or participate in Public Contracts only for the length of time permitted by ORS 200.065 or ORS 200.075, as applicable.
- (d) The County shall notify the Person in Writing of a proposed Disqualification pursuant to this section, served personally or by registered or certified mail, return receipt requested. This notice shall:
 - (A) State that the County 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 County 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 and jurisdiction 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.
- (e) The County shall schedule a hearing upon the County's receipt of the Person's timely request. The County 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 prior to hearing.
- (f) The County will notify the Person in Writing of its Disqualification, served 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 200.065, ORS 200.075, ORS 279A.065, ORS 279A.105 & ORS 279A.110

46-0300 Preference for Oregon Goods and Services; Nonresident Bidders

- (1) **Award When Offers Identical.** When a Department receives Offers identical in price, fitness, availability and quality, and chooses to Award a Contract, the Department shall Award the Contract based on the following order of precedence:
 - (a) The Department shall Award the Contract to the Offeror among those submitting identical offers that is offering Goods or Services that have been manufactured or produced in Oregon.
 - (b) If two or more Offerors submit identical Offers, and both offer Goods or Services manufactured or produced in Oregon, the Department shall Award the Contract by drawing lots among the identical Offers offering Goods or Services that have been

manufactured or produced in Oregon. The Offerors that submitted the identical Offers subject to the drawing of lots shall be given notice and an opportunity to be present when the lots are drawn.

- (c) If the Department receives identical Offers, and none of the identical Offers offer Goods or Services manufactured or produced in Oregon, then the Department shall Award the Contract by drawing lots among the identical Offers. The Offerors that submitted the identical Offers subject to the drawing of lots shall be given notice and an opportunity to be present when the lots are drawn.
- (2) **Determining if Offers are Identical.** A Department 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 described in the Invitation to Bid at the same price.
 - (b) Proposals received in response to a Request for Proposals 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 Proposals.
 - (c) Proposals received in response to a Special Procurement conducted pursuant to ORS 279B.085 are identical in price, fitness, availability and quality if, after completing the contracting procedure approved by the Contract Review Authority, the Department determines, in Writing, that two or more Proposals are equally Advantageous to the Department.
- (3) **Determining if Goods or Services are Manufactured or Produced in Oregon.** For the purposes of complying with subsection 1 of this Rule, Departments may request, either in a Solicitation Document, following Closing, or at any other time determined appropriate by the Department, any information the Department determines is appropriate and necessary to allow the Department to determine if the Goods or Services are manufactured or produced in Oregon. A Department may use any reasonable criteria to determine if Goods or Services are manufactured or produced in Oregon, provided that the criteria reasonably relate to that determination, and provided that the Department applies those criteria equally to each Bidder or Proposer.
- (4) **Procedure for Drawing Lots.** In any instance when this Section calls for the drawing of lots, the Department shall draw lots by a procedure that affords each Offeror subject to the drawing a substantially equal probability of being selected, 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.120

46-0310 Reciprocal Preferences

- (1) When evaluating Bids pursuant to Rule 47-0255, Rule 47-0257 or Rule 49-0390, Departments 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. A Department may rely on the list prepared and maintained by the Department pursuant to ORS 279A.120(4) to determine both (i) whether the Nonresident Bidder's state gives preference to in-state Bidders, and (ii) the amount of such preference.

46-0320 Preference for Recycled Materials

(1) Preference for Recycled Materials

(a) **Definitions.** The following definitions apply only to this section:

- (A) **Post-consumer Waste.** A finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste
- (B) **Recycled Material.** Any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled.
- (C) **Recycled Paper.** A paper product with not less than thirty percent of its total weight consisting of post-consumer waste.
- (D) **Recycled Product.** All Goods, 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" also 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.
- (E) **Secondary Waste Material.** Fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post consumer waste, but 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.

(b) **Policy.** It is the policy of Multnomah County to purchase materials and products that are environmentally sound in their manufacture, use and disposal. The County shall give preference to the purchase of Goods from recycled materials if:

- (A) The recycled product is available; and
- (B) The recycled product meets applicable standards; and
- (C) The recycled product can be substituted for a comparable non-recycled product; and
- (D) The cost of the recycled product does not exceed the cost of the non-recycled product by more than five percent; or
- (E) If the product is recycled paper, the cost does not exceed the cost of non-recycled paper by more than 15 percent.

(c) **Development of Specifications.** Departments shall review and work with the CPCA Manager to develop Procurement Specifications that encourage the use of recycled products whenever quality of a recycled product is functionally equal to the same product manufactured from virgin resources. Except for Specifications that have been established

to preserve the public health and safety, all Procurement and purchasing Specifications shall be established in a manner that encourages Procurement and purchase of recycled products.

- (d) **Discretion to Give Preference.** At its discretion, the County may give preference to the purchase of Goods manufactured from recycled materials, even if the cost differential exceeds the five percent preference set forth in subsection (b) (D) of this Rule, or the fifteen percent preference set forth in subsection (b) (E) of this Rule.
- (e) **Required Solicitation Language.** Any Written Solicitation under these Rules shall include the following language: "Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document."
- (f) **Awards to Maximize Recycling.** In any Bid which the County has reserved the right to make multiple awards, the recycled product or recycled paper preference shall be applied to the extent possible to maximize the dollar participation of firms offering recycled products or recycled paper in the Contract Award.
- (g) **Required Specifications.** The County shall require the Bidder to specify the minimum, if not the exact, percentage of recycled paper in the paper products or recycled product in products offered, and both the post-consumer waste and secondary waste material content regardless of whether the product meets the percentage of recycled material specified for recycled paper or recycled products in ORS 279.545. For paper products, the County also shall require that the Bidder specify the fiber type. The Bidder may certify a zero percent recycled paper or product. All Contract provisions impeding the consideration of products with recycled paper or recycled products shall be deleted in favor of performance standards.
- (h) **Requirements for Oils.** The County shall require that purchases of lubricating oil and industrial oil be made from the seller whose oil products contain the greater percentage of recycled oil, unless a specific oil product containing recycled oil is:
 - (A) Not available within a reasonable period of time or in the quantities necessary to meet a Department's needs;
 - (B) Not able to meet the performance requirements or standards recommended by the equipment or vehicle manufacturer, including any warranty requirements; or
 - (C) Available only at a cost of the comparable virgin oil products or other percent preference established by the County under ORS 279.570(3).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.125

46-0400 Authority for Cooperative Procurements

- (1) As used in Rules 46-0400 to 46-0480:
 - (a) "Administering Contracting Agency" means a contracting agency that solicits and establishes the original Contract for Procurement of Goods, services or Public Improvements in a Cooperative Procurement. The agency may be the County, a state agency, another local government or an out of state government entity.

- (b) "Cooperative Procurement" means a Procurement conducted by, or on behalf of, one or more contracting agencies. "Cooperative Procurement" includes but is not limited to multiparty contracts and Price Agreements.
 - (c) "Cooperative Procurement Group" means a group of contracting agencies joined through an intergovernmental agreement for the purposes of facilitating Cooperative Procurements.
 - (d) "Interstate Cooperative Procurement" 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 agencies are located outside this state.
 - (e) "Joint Cooperative Procurement" means a Cooperative Procurement in which the participating contracting agencies or the Cooperative Procurement Group and the agencies' or group's contract requirements or estimated contract requirements for Price Agreements are identified.
 - (f) "Original Contract" means the initial Contract or Price Agreement solicited and awarded during a Cooperative Procurement by an Administering Contracting Agency.
 - (g) "Permissive Cooperative Procurement" means a Cooperative Procurement in which the purchasing contracting agencies are not identified.
 - (h) "Purchasing Contracting Agency" means either a Department or another contracting agency that procures Goods, services or Public Improvements from a Contractor based on the original Contract established by an Administering Contracting Agency.
- (2) The County may participate in, sponsor, conduct or administer Cooperative Procurements as follows:
- (a) The County may participate in, sponsor, conduct or administer Joint Cooperative Procurements to establish Contracts or Price Agreements for Goods or Services, that use source selection methods substantially equivalent to those set forth in Rules 47-0255 to 47-0263 and 47-0285 or to establish Contracts for Public Improvements that use a Competitive Bidding process substantially equivalent to that set forth in Division 49.
 - (b) The County may participate in, sponsor, conduct or administer Permissive Cooperative Procurements to establish contracts or Price Agreements for the acquisition of Goods or Services that use source selection methods substantially equivalent to those set forth in Rule 47-0255 to 47-0263.
 - (c) The County may participate in, sponsor, conduct or administer Interstate Cooperative Procurements to establish contracts or Price Agreements for the acquisition of Goods or Services that use source selection methods substantially equivalent to those set forth in Rules 47-0255 to 47-0263.
- (3) A Solicitation and Award process uses source selection methods substantially equivalent to those identified in Rules 47-0255 to 47-0263 and 47-0285 when it:
- (a) Calls for Award of a Contract on the basis of a lowest Responsible Bidder or a lowest and best Bidder determination in the case of competitive bids, or on the basis of a determination of the Proposer whose Proposal is most Advantageous based on evaluation factors set forth in the Request for Proposals in the case of competitive Proposals;

- (b) Does not permit the application of any geographic preference that is more favorable to Bidders or Proposers who reside in the jurisdiction or locality favored by the preference than the preferences provided in ORS 279A.120 (2); and
- (c) Uses reasonably clear and precise Specifications that promote suitability for the purposes intended and that reasonably encourage competition.
- (4) Before using a Cooperative Procurement the Department shall make a Written determination that the Solicitation and Award process for the original Contract arising out of the Cooperative Procurement is substantially equivalent to those identified in Rules 47-0255 to 47-0263 and 47-0285 as described in subsection (3) above.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.205

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

- (1) If the County is an Administering Contracting Agency of a Cooperative Procurement, the County may establish the conditions under which Persons may participate in the Cooperative Procurements administered by the County as the Administering Contract Agency. Such conditions may include, without limitation, whether each Person that participates in the Cooperative Procurement must pay administrative fees to the County as the Administering Contract Agency, whether the participants must enter into a Written agreement with the County as the Administering Contract Agency, or any other matters related to the administration of the Cooperative Procurement and the resulting original Contract. The County acting as an Administering Contract Agency may, but is not required to, include provisions in the Solicitation Document for a Cooperative Procurement or advertise the Solicitation Document in a manner to assist a Purchasing Contracting Agency' compliance with the Code or these PCRB Rules.
- (2) If the County, acting as a Purchasing Contracting Agency, enters into a Contract or Price Agreement based on a Cooperative Procurement, the County shall comply with the Code and these PCRB Rules, including without limitation those sections of the Code and these PCRB Rules that govern:
 - (a) The extent to which the County may participate in the Cooperative Procurement,
 - (b) The advertisement of the Solicitation Document related to the Cooperative Procurement, and
 - (c) Public notice of the County's intent to establish Contracts or Price Agreements based on a Cooperative Procurement.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.205

46-0420 Joint Cooperative Procurements

- (1) A Department that chooses to participate in, sponsor, conduct or administer a Joint Cooperative Procurement may do so 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 Rules 47-0255 to 47-0263 and 47-0285 or

uses a Competitive Bidding process substantially equivalent to the Competitive Bidding process in Division 49;

- (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.

(2) A Joint Cooperative Procurement may not be a Permissive Cooperative Procurement.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.210

46-0430 Permissive Cooperative Procurements

- (1) A Department that chooses to participate in, sponsor, conduct or administer a Permissive Cooperative Procurement may do so 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 Rules 47-0255 to 47-0263;
 - (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.
- (2) If a Department intends to act for the County as a Purchasing Contracting Agency, CPCA shall provide public notice of intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement if the estimated amount of the Procurement exceeds \$250,000. The notice of intent must include:
 - (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 must be submitted to CPCA regarding the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
- (3) Public notice of the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement must be given in the same manner as provided in ORS 279B.055 (4)(b) and (c).

- (4) CPCA shall give public notice at least seven (7) Days before the deadline for submission of comments regarding the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
- (5) If a notice of intent is required to be given to establish a Contract or Price Agreement through a Permissive Cooperative Procurement under subsection (2) of this section:
 - (a) CPCA shall provide vendors who would otherwise be prospective Bidders or Proposers on the Contract or Price Agreement if the Procurement were competitively procured under Rules 47-0255 to 47-0263, an opportunity to comment on the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement under Rule 46-0440.
 - (b) Vendors must submit comments within seven (7) Days after the notice of intent is published.
 - (c) If CPCA receives comments on the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement, before the Department may establish a Contract or Price Agreement through the Permissive Cooperative Procurement, the Department shall make a Written determination that establishing a Contract or Price Agreement through a Permissive Cooperative Procurement is in the best interest of the County. CPCA shall provide a copy of the Written determination to any vendor that submitted comments.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.215

46-0440 Advertisements of Intent to Establish Contracts or Price Agreements through a Permissive Cooperative Procurement

- (1) A Department that wishes to enter into a Contract or Price Agreement arising out of a Permissive Cooperative Procurement must publish notice of its intent to do so if the Department estimates that it will spend in excess of \$250,000 on Goods and Services acquired under the Contract or Price Agreement.
- (2) For purposes of determining whether a Department must give the notice required by this Rule, a Department will spend in excess of \$250,000 for Goods and Services acquired under a Contract or Price Agreement arising out of a Permissive Cooperative Procurement if:
 - (a) The Department's Contract or Price Agreement arising out of the Permissive Cooperative Procurement expressly provides that the Department will make payments over the term of the Contract or Price Agreement that will, in aggregate, exceed \$250,000, whether or not the total amount or value of the payments is expressly stated;
 - (b) The Department's Contract or Price Agreement arising out of the Permissive Cooperative Procurement expressly provides for a guaranteed maximum price, or a maximum not to exceed amount in excess of \$250,000; or
 - (c) At the time the Department enters into the Contract or Price Agreement, the Department reasonably contemplates, based on historical or other data available to the Department, that the total payments it will make for Goods or Services under the Contract or Price Agreement will, in aggregate, exceed \$250,000 over the anticipated duration of the Contract or Price Agreement.
- (3) The notice of intent required by this Rule shall contain the information required by Rule 46-0430(2)(b), and CPCA shall advertise the notice in the same manner as provided in Rule 47-

0300. CPCA shall give the notice required by this Section no fewer than 7 Days before the deadline for submitting comments regarding the Department's intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.

- (4) A Department that intends to establish a Contract or Price Agreement arising out of a Permissive Cooperative Procurement it administers as an Administering Contract Agency may satisfy the notice requirements set forth in this Rule by including the information required by Rule 46-0430(2)(b) in the Solicitation Document related to the Permissive Cooperative Procurement, and including instructions in the Solicitation Document to potential Offerors describing how they may submit comments in response to the Department's intent to establish a Contract or Price Agreement through the Permissive Cooperative Procurement. The content and timing of such notice shall comply in all respects with Rule 46-0430 and these Rules.
- (5) A Department acting as a Purchasing Contracting Agency shall respond to any comments on its intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement as set forth in Rule 46-0430(5)(c).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.215

46-0450 Interstate Cooperative Procurements

- (1) A Department may establish a contract or price agreement through an Interstate Cooperative Procurement only if:
 - (a) The 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 Rules 47-0255 to 47-0263
 - (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.
- (2) In addition to the requirements in subsection (1) of this section:
 - (a) The Department, or the Cooperative Procurement Group of which the Department is a member, must be listed in the Solicitation of the Administering Contracting Agency as a party that may establish contracts or Price Agreements under the terms, conditions and prices of the original Contract, and the Solicitation must be advertised in Oregon; or
 - (b) The Department, or the Cooperative Procurement Group of which the Department is a member, shall advertise a notice of intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
 - (A) The notice of intent must include:
 - (i) A description of the Procurement;
 - (ii) An estimated amount of the Procurement;
 - (iii) The name of the Administering Contracting Agency; and

- (iv) A time, place and date by which comments must be submitted to CPCA regarding the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
 - (B) Public notice of the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement must be given in the same manner as provided in Rule 47-0300.
 - (C) The notice shall be given at least seven (7) Days before the deadline for submission of comments regarding the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
- (3) If a Department is required to provide notice of intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement under subsection (2) of this section:
- (a) CPCA shall provide vendors who would otherwise be prospective Bidders or Proposers on the Contract or Price Agreement, if the Procurement were competitively procured under Rules 47-0255 to 47-0263, an opportunity to comment on the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
 - (b) Vendors must submit comments within seven (7) Days after the notice of intent is published
 - (c) If CPCA receives comments on the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement, before the Department may establish a Contract or Price Agreement through the Interstate Cooperative Procurement, the Department shall make a Written determination that establishing a Contract or Price Agreement through an Interstate Cooperative Procurement is in the best interest of the County. The Department shall provide a copy of the Written determination to any vendor that submitted comments.
- (4) For purposes of this section, an Administering Contracting Agency may be any governmental body, domestic or foreign, authorized under its laws, rules or regulations to enter into contracts for the Procurement of Goods and services for use by a governmental body.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.220

46-0460 Advertisements of Interstate Cooperative Procurements

A Department may participate in an Interstate Cooperative Procurement as a Purchasing Contracting Agency if at least one (1) of the following occurs:

- (1) The Solicitation Document for the Interstate Cooperative Procurement lists the Department or the Cooperative Procurement Group of which the Department is a member as a party that may enter into Contracts or Price Agreements under the terms and conditions of the original Contract, and the Solicitation Document is advertised in Oregon in compliance with Rule 47-0300 by either:
 - (a) The Department; or
 - (b) The Cooperative Procurement Group, or a member of the Cooperative Procurement Group, of which the Department is a member; or
 - (c) Another Purchasing Contracting Agency that is subject to the Code, so long as such advertisement would, if given by the Department, comply with ORS Rule 47-0300; or

- (2) If the Solicitation Document issued by the Administering Contract Agency was not advertised in accordance with Rule 46-0460(a), the Department gives notice of its intent to enter into a Public Contract or Price Agreement based on the terms of the Interstate Cooperative Procurement. The notice of intent shall contain the information required by Rule 46-0450(2)(b)(B), and the notice shall be advertised in the same manner as provided in 47-0300. CPCA shall give the notice required by this Section no fewer than seven (7) Days before the deadline for submitting comments regarding the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
- (3) The Purchasing Contracting Agency shall respond to any comments on its intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement as set forth in Rule 46-0430(5)(c).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.220

46-0470 Protests and Disputes

- (1) If a Bidder or Proposer wishes 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, the Bidder or Proposer shall make such protest in accordance with Rules 47-0700, 47-0730, 47-0740 and 47-0760. If the Administering Contract Agency is not subject to the Code, then Bidders or Proposers shall make such protests in accordance with the processes and procedures established by the Administering Contract Agency.
- (2) The failure of a Purchasing Contracting Agency to exercise any rights or remedies it has under a Contract or Price Agreement entered into through a Cooperative Procurement shall not affect the rights or remedies of any other agency that participates in the Cooperative Procurement, including the Administering Contract 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 or Price Agreement arising out of the Cooperative Procurement.
- (3) A protest regarding the use of a Cooperative Procurement by a Department as a Purchasing Contracting Agency after the execution of an original Contract shall be directed to CPCA. The protest must be in accordance with the provisions of Rules 47-0700, 47-0730, 47-0740 and 47-0760 and is limited in scope to the County's authority to enter into a Cooperative Procurement Contract.
- (4) The decision of the County to use a Cooperative Procurement is reviewable in the circuit court of Multnomah County.
- (5) Disputes regarding Contract performance between another agency acting as a Purchasing Contracting Agency where the County is the Administering Contracting Agency shall be resolved solely by the Purchasing Contracting Agency and the Contractor.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.225

46-0480 Contract Amendments

A Purchasing Contracting Agency may amend a Contract entered into pursuant to a Cooperative Procurement as set forth in Rule 47-0800.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

46-0490 Procurement Files

- (1) This Rule applies to all purchases subject to these Rules in excess of \$5,000.
- (2) Each Department's Procurement File must contain:
 - (a) An executed Contract, if awarded;
 - (b) The record of the actions used to develop the Contract;
 - (c) A copy of the Solicitation, if any;
 - (d) Any required Findings or statement of justification for the selection of the Contractor and sourcing method used; and
- (3) Each Department Procurement File shall also contain, if required by these Rules:
 - (a) A list of prospective contractors notified of any Solicitation;
 - (b) The method used to advertise or notify prospective contractors;
 - (c) A copy of each Offer that resulted in the Award of a Contract;
 - (d) The method of evaluating Offers, the results of the evaluation, and basis of selection;
 - (e) The record of any Negotiation of the Statement of Work and results;
 - (f) A record of all material Communications regarding the Solicitation by interested contractors;
 - (g) All information describing how the Contractor was selected, including the basis for awarding the Contract;
 - (h) A copy of the Request for Special Procurement, if any; and
 - (i) Documentation related to Cooperative Procurements.
- (4) Departments shall maintain Procurement Files, in accordance with applicable County administrative procedures. Procurement Files must be made immediately available for review upon the request of the CPCA Manager.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.050; ORS 279A.065(5); ORS 279A.070; and ORS 279A.140

46-0500 Selling Goods and Services

- (1) **Applicability.** This Rule applies to the sales of Goods and Services. This Rule does not apply to the sale of real property. The sale of Goods and Services includes but is not limited to: concessions, software rights, and personal property.
- (2) **Methods.** Departments shall use a method described in Division 47 for sale of Goods and Services. For the sale of Goods, the value of the sale transactions for the purpose of selecting the appropriate sourcing method must be based on the gross amount of receipts.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.010(x); ORS 279A.015; ORS 279A.050(1) and (2); ORS 279A.065(5)(a)

**DIVISION 47 PUBLIC PROCUREMENTS
FOR GOODS OR SERVICES - GENERAL PROVISIONS**

47-0000 Application

- (1) These Division 47 Rules implement ORS chapter 279B, Public Procurements and apply to the Procurement of Goods or Services. These Rules do not apply to Procurement of Personal Services as defined in subsection (2) below. Procurement of Personal Services is governed by administrative procedures PUR-1 and CON-1.
- (2) Personal Services are services which require specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment, including, without limitation, a Contract for the services of an accountant, physician or dentist, educator, information technology or other consultant, broadcaster or artist (including a photographer, filmmaker, painter, weaver or sculptor).
Personal Services do not include:
 - (a) The services of an Architect, Engineer, Land Surveyor or provider of Related Services under Division 48.
 - (b) Products supplied through Contracts which, even though in a professional capacity, are primarily for a product. E.g., a Contract with a data processing consultant to develop a new computer system design is for Personal Services, but a Contract to design a computer system and supply all the hardware is primarily for a tangible product;
 - (c) Services supplied through Contracts with a temporary service or personnel agency to supply labor, which is of a type that can generally be done by any competent worker; examples include data entry, keypunch, janitorial, security guard, crop spraying, laundry, and landscape maintenance services;
 - (d) Services supplied through Contracts with a Contractor that primarily supplies labor that can generally be done by any competent or skilled worker including, but not limited to conference planning, collection, crowd management, first aid training, courier services and surveys to collect data;
 - (e) Services supplied through Contracts for trade-related activities to be paid on a labor and materials basis; and
 - (f) Contracts for trade-related services to accomplish routine, continuing functions, even though a specific license is required to engage in the activity. Examples include repair and maintenance of equipment or structures.
- (3) The CPCA Manager shall have discretion to determine whether a particular type of Contract or service falls within the foregoing definition.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.015

Former PCRB Rule 340-1080

47-0250 Methods of Source Selection

Except as otherwise permitted by these Rules, Awards of Public Contracts for Goods or Services shall be based on Offers received in response to either competitive sealed Bids pursuant to Rules 47-0255 and 47-0257 or competitive sealed Proposals pursuant to Rules 47-0260 to 47-0263.

Stat. Auth.: ORS 279A.065

47-0255 Competitive Sealed Bidding

- (1) **Generally.** The County may procure Goods or Services by competitive sealed bidding as set forth in this Rule. An Invitation to Bid is used to initiate a competitive sealed bidding Solicitation and shall contain the following information:
 - (a) A time and date by which the bids must be received and a place at which the bids must be submitted, and may, in the sole discretion of the contracting agency, direct or permit the submission and receipt of bids by electronic means;
 - (b) The name and title of the person designated for the receipt of bids and the person designated by the contracting agency as the contact person for the Procurement, if different;
 - (c) A Procurement description;
 - (d) A time, date and place that prequalification applications, if any, must be filed and the classes of Work, if any, for which Bidders must be prequalified in accordance with Rule 47-0550;
 - (e) A statement that the contracting agency may cancel the Procurement or reject any or all bids in accordance with Rule 47-0660;
 - (f) A statement that "Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document." (See, Rule 46-0320(1)(e))
 - (g) A statement that requires the Contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710;
 - (h) All contractual terms and conditions applicable to the Procurement;
 - (i) 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 County's representatives at the conference are not binding upon the County unless confirmed by Written Addendum;
 - (B) The form and instructions for submission of Bids and any other special information;
 - (C) The time, date and place of Opening;
 - (D) The office where the Solicitation Document may be reviewed;
 - (E) A statement that each Bidder must identify whether the Bidder is a Resident Bidder;
 - (F) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with Rule 46-0210;
 - (G) How the County will notify Bidders of Addenda and how the County will make Addenda available (See Rule 47-0430);

- (j) Department Need. The character of the Goods or Services the Department is purchasing including, if applicable, a description of the acquisition, Specifications, delivery or performance schedule, inspection and acceptance requirements;
 - (k) Bidding and Evaluation Process.
 - (A) The anticipated Solicitation schedule, deadlines, protest process, and evaluation process;
 - (B) The Solicitation Document shall set forth objective evaluation criteria in accordance with the requirements of Rule 47-0600. Evaluation criteria need not be precise predictors of actual future costs, but to the extent possible, such evaluation factors shall be reasonable estimates of actual future costs based on information the Department has available concerning future use; and
 - (C) If the Department intends to Award Contracts to more than one Bidder pursuant to Rule 47-0600(4)(c), the Department shall identify in the Solicitation Document the manner in which it will determine the number of Contracts it will Award;
 - (l) Applicable preferences pursuant to Rules 46-0310 (in state preference) and 46-0320 (recycled materials preference) and 47-0600(1)(b)(B) (in state printing preference);
 - (m) All Contract terms and conditions, including a provision indicating whether the Contractor can assign the Contract, delegate its duties, or subcontract the delivery of the Goods or Services without prior Written approval from the County; and
 - (n) Where applicable, requirements for payment of a Living Wage.
- (2) A Department may require bid security if the contracting agency determines that bid security is reasonably necessary or prudent to protect the interests of the County. CPCA shall return the bid security to all Bidders upon the execution of the Contract. CPCA shall retain the bid security if a Bidder who is awarded a Contract fails to promptly and properly execute the Contract. For purposes of this paragraph, prompt and proper execution of the Contract includes all action by a Bidder that is necessary to the formation of a Contract in accordance with the Invitation to Bid, including the posting of performance security and the submission of proof of insurance when required by the Invitation to Bid.
 - (3) Public notice of the competitive sealed bidding Solicitation shall be given as set forth in Rule 47-0300.
 - (4) The CPCA Manager shall open bids publicly at the time, date and place designated in the Invitation to Bid.
 - (a) The amount of a bid, the name of the Bidder and other relevant information shall be recorded. The record shall be open to public inspection.
 - (b) Notwithstanding any requirement to make bids open to public inspection after the issuance of notice of intent to Award a Contract, the County may withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information submitted to a public body in confidence, as described in ORS 192.502, that are contained in a bid.
 - (5) The CPCA Manager shall evaluate all bids that are received before the time and date indicated for bid Closing in the Invitation to Bid. The CPCA Manager shall evaluate the bids based on the requirements set forth in the Invitation to Bid. The requirements may include, in addition to the information described in subsection (1)(k)(B) of this Rule, criteria to determine minimum acceptability, such as inspection, testing, quality and suitability for intended use or purpose.

Criteria that will affect the bid price and will be considered in evaluation for Award including, but not limited to, discounts, transportation costs and total costs of ownership or operation of a product over its life shall be objectively measurable. The Invitation to Bid shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that are not set forth in the Invitation to Bid or in a qualified products list maintained under Rule 47-0525. The CPCA Manager shall, for the purpose of evaluating bids, apply any applicable preference described in Rules 46-0300, 46-0310 and 46-0320.

- (6) CPCA Manager may not consider for Award bids received after the time and date indicated for bid Closing in the Invitation to Bid.
- (7) The CPCA Manager may retain bids or copies of bids received after the Bid Closing.
- (8) Correction and withdrawal of bids before and after bid Closing and the cancellation of awards or contracts based on bid mistakes shall be done in accordance with Rules 47-0460 and 47-0470.
- (9) The cancellation of invitations to bid and the rejection of bids must be in accordance with Rules 47-0650 and 47-0660.
- (10) The CPCA Manager shall, in accordance with Rule 47-0610, issue to each Bidder or shall post, electronically or otherwise, a notice of intent to Award.
- (11) If a Contract is awarded, the CPCA Manager shall Award the Contract:
 - (a) To the lowest Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public Procurement procedures and requirements; or
 - (b) When the Invitation to Bid specifies or authorizes the Award of multiple contracts, to the Responsible Bidders:
 - (A) Whose bids substantially comply with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public Procurement procedures and requirements; and
 - (B) Who qualify for the Award of a Public Contract under the terms of the Invitation to Bid.
- (12) The successful Bidder shall promptly execute a Contract. The successful Bidder's duty to promptly execute a Contract includes the duty to take all action that is necessary to the formation of a Contract in accordance with the Invitation to Bid, including the posting of performance security and the submission of proof of insurance when required by the Invitation to Bid.
- (13) When the CPCA Manager considers it impractical to initially prepare a Procurement description to support an Award based on price, the contracting agency may issue a multistep Invitation to Bid requesting the submission of unpriced submittals, and then later issue an Invitation to Bid limited to the Bidders whom the contracting agency officer has determined to be eligible to submit a priced bid under the criteria set forth in the initial Solicitation of unpriced submittals.
- (14) The CPCA Manager may issue a request for information, a request for interest or other preliminary documents to obtain information useful in the preparation of an Invitation to Bid.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055

47-0257 Multistep Sealed Bids

- (1) **General.** When a Department considers it impractical to initially prepare a Procurement description to support an Award based on price, the contracting agency may issue a multistep Invitation to Bid requesting the submission of unpriced submittals, and then later issue an Invitation to Bid limited to the Bidders whom the CPCA Manager has determined to be eligible to submit a priced bid under the criteria set forth in the initial Solicitation of unpriced submittals.
- (2) **Phased Process.** Multistep bidding is a phased process that seeks necessary information or unpriced technical Bids in the initial phase and regular competitive sealed bidding, inviting Bidders who submitted technically eligible Bids in the initial phase to submit competitive sealed price Bids on the technical Bids in the final phase. The Contract shall be Awarded to the lowest Responsible Bidder. If time is a factor, the CPCA Manager may require Bidders to submit a separate sealed price Bid during the initial phase to be opened after the technical evaluation.
- (3) **Public Notice.** Whenever multistep sealed Bids are used, public notice for the first phase shall be given in accordance with Rule 47-0300. Public notice is not required for the subsequent phases. However, the CPCA Manager shall give notice of subsequent phases to all Bidders and inform Bidders of the right to protest Addenda issued after initial Closing pursuant to Rule 47-0430 and inform Bidders excluded from the subsequent phases of the right, if any, to protest exclusion pursuant to Rule 47-0720.
- (4) **Procedures Generally.** In addition to the procedures set forth in Rules 47-0300 to 47-0490, the County shall employ the procedures set forth in this Rule for multistep bidding:
 - (a) **Solicitation Protest.** The Solicitation Document shall provide that prior to the Closing of phase one there shall be an opportunity to protest the Solicitation under Rule 47-0730.
 - (b) **Addenda Protest.** The Solicitation Document may provide an opportunity to protest any Addenda issued during phase two pursuant to Rule 47-0430(3)(b).
 - (c) **Exclusion Protest.** The Solicitation Document may, but is not required to provide an opportunity for a Bidder to protest exclusion from the second round of multistep sealed Bids as set forth in Rule 47-0720.
 - (d) **Administrative Remedy.** Proposers may submit a protest to any Addenda or to any action by the County that has the effect of excluding the Proposer from the second phase of multistep bidding to the extent such protests are provided for in the Solicitation Document or required by this section. Failure to so protest shall be considered the Bidder's failure to pursue an administrative remedy made available to the Bidder by the County.
 - (e) **Award Protest.** The County shall provide an opportunity to protest its intent to Award a Contract pursuant to Rule 47-0740. An Affected Bidder may protest, for any of the bases set forth in Rule 47-0720(2), its exclusion from the second phase of a multistep sealed Bid, or an Addendum issued following initial Closing, if the County did not previously provide Bidders the opportunity to protest such exclusion or Addendum.
- (5) **Procedure for Phase One of Multistep Sealed Bids.**
 - (a) **Form.** Multistep sealed bidding shall be initiated by the issuance of an Invitation to Bid in the form and manner required for competitive sealed Bids except as hereinafter provided. In addition to the requirements set forth in Rule 47-0255(1), the multistep Invitation to Bid shall state:

- (A) That un-priced technical Bids are requested;
 - (B) Whether price Bids are to be submitted at the same time as un-priced technical Bids; if they are, that such price Bids shall be submitted in a separate sealed envelope;
 - (C) That the Solicitation is a multistep sealed Bid Procurement, and priced Bids will be considered only in the second phase and only from those Bidders whose un-priced technical Bids are found eligible in the first phase;
 - (D) The criteria to be used in the evaluation of un-priced technical Bids;
 - (E) That the County, to the extent that it finds necessary, may conduct oral or Written Discussions for the purposes of clarification of the un-priced technical Bids;
 - (F) That the Goods or Services being procured shall be furnished generally in accordance with the Bidder's technical Bid as found to be finally eligible and shall meet the requirements of the Invitation to Bid.
 - (G) Whether Bidders excluded from subsequent phases have a right to protest the exclusion before the notice of intent to Award. Such information can be given or changed by Addenda.
- (b) **Addenda to the Invitation to Bid.** After receipt of un-priced technical Bids, Addenda to the Invitation to Bid shall be distributed only to Bidders who submitted un-priced technical Bids.
 - (c) **Receipt and Handling of Un-priced Technical Bids.** Un-priced technical Bids need not be opened publicly.
 - (d) **Evaluation of Un-Priced Technical Bids.** Un-priced technical Bids submitted by Bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation to Bid. Un-priced technical Bids shall be categorized as:
 - (A) Eligible;
 - (B) Potentially eligible; that is, reasonably susceptible of being made eligible; or
 - (C) Ineligible. CPCA shall record in Writing the basis for determining a Bid ineligible and make it part of the Procurement File. The Department may initiate phase two of the procedure if, in the Department's opinion, there are sufficient eligible un-priced technical Bids to assure effective price competition in the second phase without technical Discussions. If the Department finds that such is not the case, CPCA may issue an Addendum to the Invitation to Bid or engage in technical Discussions as set forth in subsection (5)(e) of this Rule.
 - (e) **Discussion of Un-priced Technical Bids.** The Department may seek clarification of a technical Bid by any eligible, or potentially eligible Bidder. During the course of such Discussions, the Department shall not disclose any information derived from one un-priced technical Bid to any other Bidder. Once Discussions are begun, any Bidder who has not been notified that its Bid has been finally found ineligible may submit supplemental information amending its technical Bid at any time until the Closing of the final step established by the Solicitation Document. Such submission may be made at the request of the Department or upon the Bidder's own initiative.
 - (f) **Notice of Ineligible Un-priced Technical Bid.** When CPCA determines a Bidder's un-priced technical Bid to be ineligible, such Bidder shall not be afforded an additional opportunity to supplement its technical Bids.

(g) **Mistakes During Multistep Sealed Bidding.** Mistakes may be corrected or Bids may be withdrawn during phase one:

- (A) Before un-priced technical Bids are considered;
- (B) After any Discussions have commenced under subsection(5)(e);
- (C) When responding to any Addenda of the Invitation to Bid; or
- (D) In accord with 47-0470.

(6) Procedure for Phase Two of Multistep Sealed Bids.

(a) **Initiation.** Upon the completion of phase one, CPCA shall either:

- (A) Open price Bids submitted in phase one (if price Bids were required to be submitted) from Bidders whose un-priced technical Bids were found to be eligible; or
- (B) If price Bids have not been submitted, technical Discussions have been held, or Addenda to the Invitation to Bid have been issued, invite each eligible Bidder to submit a price Bid.

(b) **Conduct.** Phase Two shall be conducted as any other competitive sealed Bid Procurement except:

- (A) As specifically set forth in this Rule;
- (B) No public notice need be given of this invitation to submit price Bids because such notice was previously given.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055

47-0260 Competitive Sealed Proposals

- (1) The County may solicit and Award a Public Contract for Goods or services, or may Award multiple Public Contracts for Goods or services when specified in the Request for Proposals, by requesting and evaluating competitive sealed Proposals.
- (2) The Request for Proposals must include:
 - (a) A time and date by which sealed Proposals must be received, and a place at which the Proposals must be submitted, and may, in the sole discretion of the County, direct or permit the submission and receipt of Proposals by electronic means.
 - (b) The time, date and place of Opening;
 - (c) The office where the Solicitation Document may be reviewed;
 - (d) The name and title of the person designated for receipt of Proposals and the person designated by the CPCA Manager as the contact person for the Procurement, if different;
 - (e) The character of the Goods or Services the Department is purchasing including, if applicable, a description of the acquisition, Specifications, delivery or performance schedule, inspection and acceptance requirements;
 - (f) A time, date and place that prequalification applications, if any, must be filed and the classes of Work, if any, for which Proposers must be prequalified in accordance with Rule 47-0550;

- (g) Notice of any pre-Offer conference including the time, date and location of any pre-Offer conference and whether attendance at the conference will be mandatory or voluntary and a provision that provides that statements made by the Department's representatives at the conference are not binding upon the Department unless confirmed by Written Addendum;
 - (h) The form and instructions for submission of Proposals and any other special information, e.g., whether Proposals may be submitted by electronic means;
 - (i) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with Rule 46-0210(3);
 - (j) How the County will notify Proposers of Addenda and how the County will make Addenda available. (*See*, Rule 47-0430);
 - (k) The anticipated Solicitation schedule, deadlines, protest process;
 - (l) The evaluation process, including but not limited to 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, such factors shall be reasonable estimates of actual future costs based on information available to the Department;
 - (m) The selection criteria, which may include, but is not limited to, negotiation with the highest ranked Proposer, competitive Negotiations, multiple-tiered competition designed to identify a class of Proposers that fall within a Competitive Range or to otherwise eliminate from consideration a class of lower ranked Proposers, or any combination of methods, as authorized or prescribed by these Rules;
 - (n) Whether the County intends to Award Contracts to more than one (1) Proposer pursuant to Rule 47-0600(4)(d), and, if so, the manner in which it will determine the number of Contracts it will Award.
 - (o) A statement that the County may cancel the Procurement or reject any or all Proposals in accordance with Rule 47-0660;
 - (p) A statement that "Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document;" (*See*, Rule 46-0320(1)(e)).
 - (q) A statement that requires the Contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710;
 - (r) All contractual terms and conditions applicable to the Procurement, including Contract terms and conditions, including a provision indicating whether the Contractor can assign the Contract, delegate its duties, or subcontract the Goods or Services without prior Written approval from the County, and:
 - (s) Where applicable, requirements for payment of a Living Wage.
- (3) The Request for Proposals may also, if applicable:
- (a) Identify those contractual terms or conditions the Department reserves, in the Request for Proposals, for negotiation with Proposers;

- (b) Request that Proposers propose contractual terms and conditions that relate to subject matter reasonably identified in the Request for Proposals;
 - (c) Contain or incorporate the form and content of the Contract that the County will accept, or suggested Contract terms and conditions that nevertheless may be the subject of Negotiations with Proposers;
- (4) The County may require Proposal security in any form deemed prudent by the County. Proposal security shall serve the same function with respect to requests for Proposals as bid security serves with respect to invitations to bid under Rule 47-0255(2).
- (a) CPCA shall return the Proposal security to all Proposers upon the execution of the Contract.
 - (b) The County may retain the Proposal security if a Proposer who is awarded a Contract fails to promptly and properly execute the Contract. For purposes of this paragraph, prompt and proper execution of the Contract includes all action by a Proposer that is necessary to the formation of a Contract in accordance with the Request for Proposals, including the posting of performance security and the submission of proof of insurance when required by the Request for Proposals. If Contract Negotiations or competitive Negotiations are conducted, the failure, prior to Award, of the County and a Proposer to reach agreement does not constitute grounds for the retention of Proposal security.
- (5) Public notice of the Request for Proposals shall be given in the same manner as provided for public notice of invitations to bid in Rule 47-0300.
- (6) Notwithstanding ORS 192.410 to 192.505, Proposals may be opened in a manner to avoid disclosure of contents to competing Proposers during, when applicable, the process of negotiation, but the CPCA Manager shall record and make available the identity of all Proposers as part of the County's public records from and after the Opening of the Proposals. Notwithstanding ORS 192.410 to 192.505, Proposals are not required to be open for public inspection until after the notice of intent to Award a Contract is issued. The fact that Proposals are opened at a meeting, as defined in ORS 192.610, does not make their contents subject to disclosure, regardless of whether the public body opening the Proposals fails to give notice of or provide for an executive session for the purpose of opening Proposals.
- (a) Notwithstanding any requirement to make Proposals open to public inspection after the County's issuance of notice of intent to Award a Contract, the County may withhold from disclosure to the public materials included in a Proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.
 - (b) If a Request for Proposals is canceled under ORS 279B.100 after Proposals are received, the County may return a Proposal to the Proposer that made the Proposal. The contracting agency shall keep a list of returned Proposals in the file for the solicitation.
- (7) As provided in the Request for Proposals or in Written Addenda issued thereunder, the Department 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 Department shall use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for Discussion and revision of Proposals.

- (a) For purposes of evaluation, when provided for in the Request for Proposals, the Department 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 Department may not disclose private Discussions leading to best and final offers;
 - (C) Discussions leading to best and final offers, in which the Department 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) Multiple-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 Proposals requesting the submission of unpriced technical submittals, and then later issuing a Request for Proposals limited to the Proposers whose technical submittals the Department had determined to be qualified under the criteria set forth in the initial Request for Proposals; or
 - (H) Any combination of methods described in this paragraph, as authorized or prescribed by these Rules.
- (b) 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.
- (c) After the opening of Proposals, the CPCA Manager may issue or electronically post an Addendum to the Request for Proposals 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 CPCA Manager 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 CPCA Manager shall issue or post the Addendum at least five (5) Days before the start of the subject tier of competition or as otherwise determined by the Department to be adequate to allow eligible Proposers to prepare for the competition in accordance with these Rules.
- (8) 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 County. The reasons for the cancellation or rejection must be made part of the Procurement File. The County shall not be 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. Any Solicitation or Procurement described in a Solicitation may be delayed or suspended when the delay or suspension is in the best interest of the County. The County shall make the reasons for the delay or suspension part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the delay or suspension of a solicitation, bid, Proposal or Award.
- (9) The Solicitation shall describe the methods by which the agency will make the results of each tier of competitive evaluation available to the Proposers who competed in the tier. The Solicitation shall include a description of the manner in which the Proposers who are eliminated from further competition may protest or otherwise object to the County's decision.

- (10) The CPCA Manager shall issue or electronically post the notice of intent to Award described in Rule 47-0300 to each Proposer who was evaluated in the final competitive tier.
- (11) If a Contract is awarded, the Contract shall be awarded to the Responsible Proposer whose Proposal the County determines in Writing to be the most Advantageous to the County based on the evaluation process and evaluation factors described in the Request for Proposals, any applicable preferences described in Rules 46-0310 and 46-0320 and, when applicable, the outcome of any Negotiations authorized by the Request for Proposals. Other factors may not be used in the evaluation. When the Request for Proposals specifies or authorizes the Award of multiple Public Contracts, the County shall Award Public Contracts to the Responsible Proposers who qualify for the Award of a Contract under the terms of the Request for Proposals.
- (12) The County 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 Proposals

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

47-0261 Procedures for Competitive Range, Multi-tiered and Multistep Proposals

- (1) **Generally.** A Department may procure Goods or Services employing any combination of the methods of Contractor selection as set forth in Rule 47-0260. In addition to the procedures set forth in Rules 47-0300 to 47-0490 for methods of Contractor selection that call for the establishment of a Competitive Range or include Discussions or Negotiations, a Department shall employ the procedures set forth in this Rule for Competitive Range, multi-tiered and multistep Proposals.
- (2) **Solicitation Protest.** The Solicitation Document shall provide that prior to the initial Closing, there shall be opportunity to protest the Solicitation under Rule 47-0720.
- (3) **Addenda Protest.** The Solicitation Document may provide for an opportunity to protest, pursuant to Rule 47-0430, any Addenda issued pursuant to 47-0260.
- (4) **Exclusion Protest.** The Solicitation Document may provide that, before the notice of an intent to Award there shall be 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 47-0720.
- (5) **Administrative Remedy.** Proposers may submit a protest to any Addenda or to any action by the County that has the effect of excluding the Proposer from subsequent phases of a multiple-tiered or multistep Request for Proposals to the extent such protests are provided for in the Solicitation Document. Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the County.
- (6) **Award Protest.** The Solicitation Document shall provide an opportunity to protest the intent to Award a Contract pursuant to Rule 47-0740. An Affected Proposer may protest, for any of the bases set forth in Rule 47-0720, its exclusion from the Competitive Range or any phase of a multi-tiered or multistep sealed Proposal, or an Addendum issued following initial Closing, if the County did not previously provide Proposers the opportunity to protest such exclusion or Addendum.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

47-0262 Competitive Range, Discussions and Negotiations

- (1) **Competitive Range.** When the Solicitation process conducted pursuant to Rule 47-0260 calls for the establishment of a Competitive Range at any stage in the Procurement process, it shall do so as follows:
 - (a) **Determining Competitive Range.**
 - (A) The Department shall establish a Competitive Range after evaluating all Responsive Proposals in accordance with the evaluation criteria set forth in the Request for Proposals. After evaluation of all Proposals in accordance with the criteria set forth in the Request for Proposals, the Department shall determine and rank the Proposers in the Competitive Range.
 - (B) The Department may increase the number of Proposers in the Competitive Range if the Department'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 most Advantageous Proposer. The Department may decrease the number of Proposers in the initial Competitive Range only if the excluded Proposers have no reasonable chance to be the most Advantageous Proposer.
 - (b) **Protesting Competitive Range.** CPCA shall provide Written notice to all Proposers identifying Proposers in the Competitive Range. The Solicitation Document may provide an opportunity for Proposers excluded from the Competitive Range to protest the Department's evaluation and determination of the Competitive Range in accordance with Rule 47-0720.
 - (c) **Intent to Award; Discuss or Negotiate.** After determination of the Competitive Range and after any protest period provided in accordance with subsection (1)(b) expires, or after the County has provided a final response to any protest, whichever date is later, the County 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 County's intent to Award in accordance with Rule 47-0740.
 - (ii) After the protest period provided in accordance with 47-0740 expires, or after the County has provided a final response to any protest, whichever date is later, the Department shall commence Negotiations in accordance with subsection (3) of this Rule with Proposers in the Competitive Range; or
 - (B) Engage in Discussions with Proposers in the Competitive Range and accept revised Proposals from them as set forth in subsection (2) of this Rule and following such Discussions and receipt and evaluation of revised Proposals, conduct Negotiations as set forth in subsection (3) of this Rule with the Proposers in the Competitive Range.
- (2) **Discussions; Revised Proposals.** If the Department chooses to enter into Discussions with and receive best and final Offers (See, subsection (4) of this Rule below), the Department shall proceed as follows:

- (a) **Initiating Discussions.** The Department shall initiate oral or Written Discussions with all Proposers submitting Responsive Proposals or all Proposers in the Competitive Range (collectively "eligible Proposers") regarding their Proposals with respect to the provisions of the RFP that the Department identified in the RFP as the subject of Discussions. The Department may conduct Discussions for the following purposes:
 - (A) Informing eligible Proposers of deficiencies in their initial Proposals;
 - (B) Notifying eligible Proposers of parts of their Proposals for which the Department would like additional information; or
 - (C) Otherwise allowing eligible Proposers to develop revised Proposals that will allow the Department to obtain the best Proposal based on the requirements and evaluation criteria set forth in the Request for Proposals.
- (b) **Conducting Discussions.** The Department may conduct Discussions with each eligible Proposer necessary to fulfill the purposes of this subsection (2), but need not conduct the same amount of Discussions with each eligible Proposer. The Department may terminate Discussions with any eligible Proposer at any time. However, the Department shall offer all eligible Proposers the same opportunity to discuss their Proposals with the Department before notice is given by the CPCA Manager to eligible Proposers of the date and time pursuant to subsection (4) that best and final Proposals will be due.
 - (A) In conducting Discussions, the Department:
 - (i) Shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another;
 - (ii) Shall disclose other eligible Proposer's Proposals or Discussions only in accordance with Rule 47-0260;
 - (iii) May adjust the evaluation of a Proposal as a result of a Discussion under this section. The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the Discussions provided the changes are within the scope of the Request for Proposals.
 - (B) At any time during the time allowed for Discussions, the Department may:
 - (i) Continue Discussions with a particular eligible Proposer;
 - (ii) Terminate Discussions with a particular eligible Proposer and continue Discussions with other eligible Proposers; or
 - (iii) Conclude Discussions with all remaining eligible Proposers.
 - (C) Upon conclusion of Discussions with the remaining eligible Proposers, CPCA shall provide notice pursuant to subsection (4) of this Rule to the eligible Proposers requesting best and final Offers.
- (3) **Negotiations.**
 - (a) **Initiating Negotiations.** The Department may commence serial Negotiations with the highest-ranked eligible Proposers or commence simultaneous Negotiations with all eligible Proposers as follows:
 - (A) After initial determination of which Proposals are Responsive; or
 - (B) After initial determination of the Competitive Range in accordance with subsection (1) of this Rule; or

- (C) After conclusion of Discussions with all eligible Proposers and evaluation of revised Proposals (See subsection (2) of this Rule).
- (b) **Conducting Negotiations.**
 - (A) **Scope.** The Department 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 Request for Proposals or Addenda thereto. Accordingly, Proposers shall not submit, and the Department shall not accept, for negotiation any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the Request for Proposals or Addenda thereto.
 - (B) **Terminating Negotiations.** At any time during Discussions or Negotiations that the Department conducts in accordance with subsections (2) or (3) of this Rule, the Department may terminate Discussions or Negotiations with the highest-ranked Proposer, or the Proposer with whom it is currently discussing or negotiating, if the Department reasonably believes that:
 - (i) The Proposer is not discussing or negotiating in good faith; or
 - (ii) 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.
- (c) **Continuing Serial Negotiations.** If the Department is conducting serial Negotiations and the Department terminates Negotiations with a Proposer in accordance with paragraph 3(b)(B) of this Rule, the Department may then commence Negotiations with the next highest scoring Proposer in the Competitive Range, and continue the process described in subsection (3) of this Rule until the Department has either:
 - (A) Determined to recommend Award the Contract to the Proposer with whom it is currently discussing or negotiating; or
 - (B) Completed one round of Discussions or Negotiations with all Proposers in the Competitive Range, unless the Department provided for more than one round of Discussions or Negotiations in the Request for Proposals, in which case the Department has completed all rounds of Discussions or Negotiations.
- (d) **Competitive Simultaneous Negotiations.** If the Department chooses to conduct competitive Negotiations, the Department may negotiate simultaneously with competing Proposers. The Department:
 - (A) Shall treat all Proposers fairly and shall not favor any Proposer over another;
 - (B) May disclose other Proposer's Proposals or the substance of Negotiations with other Proposers only if the CPCA Manager notifies all of the Proposers with whom the Department will engage in Negotiations of the Department's intent to disclose before engaging in Negotiations with any Proposer.
- (e) Any oral modification of a Proposal resulting from Negotiations under this subsection (3) shall be reduced to Writing by the Proposer.

- (4) **Best and Final Offers.** If best and final Offers are required, CPCA shall establish a common date and time by which Proposers must submit best and final Offers. Best and final Offers shall be submitted only once; provided, however, the Department may make a Written determination that it is in the Department's best interest to conduct additional Discussions, Negotiations or change the Department's requirements and require another submission of best and final Offers. Otherwise, no Discussion of or changes in the best and final Offers shall be allowed prior to Award. Proposers shall also be informed if they do not submit notice of withdrawal or another best and final Offer, their immediately previous Offer will be construed as their best and final Offer. The Department shall evaluate Offers as modified by the best and final Offer. The Department shall conduct evaluations conducted as described in Rule 47-0600. The Department shall not modify evaluation factors or their relative importance after the date and time that best and final Offers are due.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

47-0263 Multistep Sealed Proposals

- (1) **Generally.** A Department may procure Goods or Services by using multistep competitive sealed Proposals pursuant to Rule 47-0260.
- (2) **Phased Process.** Multistep sealed Proposals is a phased Procurement process that seeks necessary information or un-priced technical Proposals in the initial phase and invites Proposers who submitted technically qualified Proposals in the initial phase to submit competitive sealed price Proposals in the final phase. The Contract shall be Awarded to the Responsible Proposer submitting the most Advantageous Proposal in accordance with the terms of the Solicitation Document applicable to the final phase. If time is a factor, the Solicitation Document may require Proposers to submit a separate sealed price Proposal during the initial phase to be opened after the technical evaluation.
- (3) **Public Notice.** Whenever multistep sealed Proposals are used, public notice for the first phase shall be given in accordance with Rule 47-0300. Public notice is not required for the subsequent phases. However, CPCA shall give notice of the subsequent phases to all Proposers and inform any Proposers excluded from the subsequent phases of the right, if any, to protest exclusion pursuant to Rule 47-0720.
- (4) **Procedure for Phase One of Multistep Sealed Proposals.**
- (a) **Form.** Multistep sealed Proposals shall be initiated by the issuance of 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 set forth in Rule 47-0260, the multistep Request for Proposal shall state:
- (A) That un-priced technical Proposals are requested;
- (B) Whether price Proposals are to be submitted at the same time as un-priced technical Proposals; that if they are, such price Proposals shall be submitted in a separate sealed envelope;
- (C) That the Solicitation is a multistep sealed Proposal Procurement, and that priced Proposals will be considered only in the subsequent phases from those Proposers whose un-priced technical Proposals are found qualified in the first phase;
- (D) The criteria to be used in the evaluation of un-priced technical Proposals;

- (E) That the Department, to the extent that it finds necessary, may conduct oral or Written Discussions of the un-priced technical Proposals;
 - (F) 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.
 - (G) Whether Proposers excluded from subsequent phases have a right to protest the exclusion. Such information can be given or changed through Addenda.
- (b) **Addenda to the Request for Proposal.** After receipt of un-priced technical Proposals, Addenda to the Request for Proposal shall be distributed only to Proposers who submitted un-priced technical Proposals.
 - (c) **Receipt and Handling of Un-priced Technical Proposals.** Un-priced technical Proposals need not be opened publicly.
 - (d) **Evaluation of Un-Priced Technical Proposals.** Un-priced technical Proposals shall be evaluated solely in accordance with the criteria set forth in the Request for Proposal. Un-priced technical Proposals shall be categorized as:
 - (A) Qualified;
 - (B) Potentially qualified; that is, reasonably susceptible of being made qualified; or
 - (C) Unqualified. CPCA shall record in Writing the basis for determining a Proposal unqualified and make it part of the Procurement File. The Department may initiate phase two of the procedure if, in the Department's opinion, there are sufficient qualified or potentially qualified un-priced technical Proposals to assure effective price competition in the second phase without technical Discussions. If the Department finds that such is not the case, CPCA shall issue an Addendum to the Request for Proposal or engage in technical Discussions as set forth in subsection 4(e).
 - (e) **Discussion of Un-priced Technical Proposals.** The Department 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 Department shall not disclose any information derived from one un-priced technical Proposal to any other Proposer. Once Discussions are begun, any Proposer who has not been notified that its Proposal has been finally found unqualified may submit supplemental information amending its technical Proposal at any time until the Closing date established in Solicitation Document. Such submission may be made at the request of the Department or upon the Proposer's own initiative.
 - (f) **Notice of Unqualified Un-priced Technical Proposal.** When the County determines a Proposer's un-priced technical Proposal to be unqualified, such Proposer shall not be afforded an additional opportunity to supplement its technical Proposals.
 - (g) **Mistakes During Multistep Sealed Proposals.** Mistakes may be corrected or Proposals may be withdrawn during phase one:
 - (A) Before un-priced technical Proposals are considered;
 - (B) After any Discussions have commenced under subsection 4(e) of this Rule;
 - (C) When responding to any Addenda to the Request for Proposal; or
 - (D) In accordance with 47-0470.

(5) Procedure for Subsequent Phases.

- (a) **Initiation.** Upon the completion of phase one, CPCA shall either:
 - (A) Open price Proposals submitted in phase one (if price Proposals were required to be submitted) from Proposers whose un-priced technical Proposals were found to be qualified; or
 - (B) If price Proposals have not been submitted, technical Discussions have been held, or Addenda to the Request for Proposals have been issued, invite each qualified Proposer to submit price Proposals.
- (b) **Conduct.** Phase two shall be conducted as any other competitive sealed Proposal Solicitation except:
 - (A) As specifically set forth in this Rule; and
 - (B) No public notice need be given of the request to submit price Proposals because such notice was previously given.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

47-0265 Small Procurements

- (1) For Procurements of Goods or Services less than or equal to \$5,000 a Department may Award a Contract as a small Procurement in accordance with this Rule. A Procurement may not be artificially divided or fragmented so as to constitute a small Procurement under this section.
- (2) If the Goods or services are available from a QRF, they shall be purchased as provided in Division 55 of these Rules and not as provided in this Rule.
- (3) Small Procurements are exempt from Competitive Solicitation; however, Departments shall where practicable, obtain Quotes as provided in Rule 47-0270.
- (4) A Department may amend a Public Contract Awarded as a small Procurement in accordance 47-0800, but the cumulative amendments shall not increase the total Contract Price to greater than \$6,000.

Stat. Auth.: ORS 279A.065 & ORS 279B.065

Stats. Implemented: ORS 279B.065

47-0270 Intermediate Procurements

- (1) **Generally.** For Procurements of Goods or Services greater than \$5000 and less than or equal to \$150,000, a Department may Award a Contract as an Intermediate Procurement.
- (2) **QRFs.** If the Goods or services are available from a QRF, they shall be purchased as provided in Division 55 of these Rules and not as provided in this Rule.
- (3) **Fragmentation.** A Procurement may not be artificially divided or fragmented so as to constitute an Intermediate Procurement under this section.
- (4) **Award.** If a Contract is awarded, the Department shall Award the Contract to the responsive, Responsible Offeror who provides the lowest Quote, or if criteria other than price are to be considered, whose Proposal is the highest scoring Proposal. If the Department intends to consider criteria other than price, the Solicitation shall state the criteria that will be considered

in making the Award. Criteria may include experience, expertise, product functionality, suitability for a particular purpose and Contractor responsibility under ORS 279B.110.

- (5) **Amendments.** A Department may amend a Public Contract Awarded as an Intermediate Procurement in accordance with 47-0800, but the cumulative amendments shall not increase the total Contract Price to a sum that is greater than 20 percent of the original Contract price. Increases in excess of this limit shall be approved by the Board prior to authorization of performance of the Work.
- (6) **Procedure for Solicitation of Intermediate Procurements.** For Procurements greater than \$5000 and less than or equal to \$150,000 Departments may seek informally solicited price Quotes or competitive proposal Quotes. Solicitations and Offers for Intermediate Procurements shall be in Writing and may be electronic, by Facsimile transmission or by mail, except that Solicitations and Offers for Goods may be oral where the Procurement is based solely on price and is equal to or less than \$75,000. The requirements for an Intermediate Procurement are as follows:
 - (c) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide the required Goods or services (for Solicitations between \$5,000 and \$75,000, *See*, subsection (7) below);
 - (d) The Department shall make a Written record of all vendors from whom Quotes were solicited and the amount of the Quotes received. If three (3) Quotes are not available, a lesser number will suffice provided a Written record is made of the effort to obtain three (3) Quotes.
- (7) **Solicitations Requirement for Procurements Between \$5,000 and \$75,000** For Procurements of Goods and Services between \$5,000 and \$75,000, one of every three (3) Quotes solicited shall be from an MBE, WBE or ESB Contractor, if available.
 - (a) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide the required Goods or services;
 - (b) The Department shall make a Written record of all vendors from whom Quotes were solicited and the amount of the Quotes received. If three (3) Quotes are not available, a lesser number will suffice provided a Written record is made of the effort to obtain three (3) Quotes.
- (8) **Price Agreements.** A Price Agreement solicited pursuant to subsection (6) may be used for Contracts up to five years duration and for a maximum total dollar amount of \$150,000.
- (9) **Solicitations for Contracts for Minor Alteration, Ordinary Repair or Maintenance Necessary to Preserve a Public Improvement.**
 - (a) **Solicitations for Contracts for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement between \$5,000 and \$75,000.** Departments may Award Public Contracts between \$5,000 and \$75,000 for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement as an Intermediate Procurement if the Contract is for a single project and is not a component of or related to any other project, and the requirements of this subsection are met. When the amount of the Contract is more than \$5,000 but equal to or less than \$75,000, Quotes shall be solicited in the following manner:
 - (A) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide a Quote. If three (3) Quotes are not available, a lesser

number will suffice provided a Written record is made of the effort to obtain the Quotes.

- (B) Of the three (3) Quotes provided for in the previous subsection, one must be obtained from an MBE, one from a WBE, and one from an ESB. More than three (3) Quotes may be solicited providing that the additional Quotes are solicited from MBEs, WBEs and ESBs. Additional Quotes shall not be solicited except as provided in the following subsection.
 - (C) If a Quote is not available in a particular category from an MBE, WBE, or ESB Contractor certified by the State of Oregon for the type of Work required, an additional Quote shall be solicited from one of the other categories. If three (3) Quotes are not available from all of the categories combined, the remaining Quote(s) may be solicited from any other Contractor. A Quote shall be "not available" in a specific category (MBE, WBE, or ESB) if all contractors certified by the State in that category and located within 75 miles from the place where the Contract is to be performed, have been advised of the contracting opportunity, have been given a reasonable period of time under the circumstances to make a Quote, and have failed to provide a Quote within the time specified.
 - (D) If three (3) Quotes are not reasonably available from all sources, the Department shall make a Written record of the effort made to obtain those Quotes.
- (b) **Solicitations for Contracts for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement between \$75,000 and \$150,000.** Solicitations for Contracts for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement between \$75,000 and \$150,000 shall be done in accordance with subsections (1) to (6), (10) and (11) of this Rule.
- (10) **Written Record.** The Department shall make a Written record in the Procurement File of all vendors from whom Quotes were solicited and the amount of the Quotes received.
 - (11) **Contract Requirements.** When the Contract is for a minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement, the Department shall comply with:
 - (a) The prevailing wage provisions of ORS 279C.800 to 279C.870, when applicable;
 - (b) The performance bond requirements of ORS 279C.380;
 - (c) The contractor registration requirements of ORS 701; and
 - (d) Any other law applicable to such a Contract.
 - (12) **Annual Report.** The CPCA Manager shall prepare a report to the Board on an annual basis which provides an evaluation of the procedures for obtaining Quotes in subsection (8). The annual report shall include a recommendation whether the program should be continued. If the CPCA Manager recommends that the Program be continued, the recommendation shall include any proposed improvements to the Program.

Stat. Auth.: ORS 279A.065 & ORS 279B.070

Stats. Implemented: ORS 279B.070

47-0275 Sole-Source Procurements

- (1) The County may Award a Contract for Goods or services without competition when it is determined that the Goods or services, or class of Goods or services, are available from only one source. Such determination shall be made by the CPCA Manager for Procurements under

\$75,000. For all other Procurements the determination shall be made by the Board. The determination shall be made based on Written Findings that shall include, where applicable, Findings:

- (a) That the efficient utilization of existing Goods requires the acquisition of compatible Goods or services;
 - (b) That 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) That 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) To the extent reasonably practical, the Department shall negotiate with the sole source to obtain Contract terms Advantageous to the County.
 - (3) Except for Contracts specifically exempted by these Rules, a Department shall give public notice of the County's determination that the Goods or Services or class of Goods or Services are available from only one source as set forth in Rule 47-0300(1). 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 notice shall be given at least fourteen (14) Days before the Award of the Contract to allow for protests pursuant to Rule 47-0710, unless the CPCA Manager gives prior Written approval to reduce the number of Days based upon extraordinary circumstances that do not meet the criteria for an Emergency Procurement pursuant to Rule 47-0280.
 - (4) An Affected Person may protest, in accordance with Rule 47-710, the determination that the Goods or Services or class of Goods or Services are available from only one source.
 - (5) If the Sole-Source Procurement involves any Brand Name specification, the Department must also comply with Rule 47-0288(1).
 - (6) Departments shall not select a Sole-Source Procurement and avoid a competitive Procurement if the purpose of the selection is to primarily benefit the Contractor, directly or indirectly, to the detriment of the County.

Stat. Auth.: ORS 279A.065 & ORS 279B.075

Stats. Implemented: ORS 279B.075

47-0280 Emergency Procurements

- (1) Pursuant to the requirements of this Rule, the County, may enter into a Public Contract for any amount without competitive Solicitation if an Emergency exists. Emergency means circumstances that could not have been reasonably foreseen that create a substantial risk of loss, damage, interruption of services or threat to public health or safety that requires prompt execution of a Contract to remedy the condition.
- (2) A Department seeking authority to enter into an Emergency Contract shall:
 - (a) Make a Written declaration of Emergency in the Procurement File, signed by the Department Director, which includes Findings describing the Emergency circumstances that require the prompt performance of the Contract, stating the anticipated harm from failure to establish the Contract on an expedited basis; and

- (b) Seek competition to the extent practicable under the circumstances and document the method used for selection of the particular Contractor; and
 - (c) Record in the Procurement File the measures taken under subsection (2)(b) of this section to encourage competition, the amounts of the Bids, Quotes or Proposals obtained, and the reason for selecting the Contractor; and
 - (d) Submit the information and documents described in subsections (2)(a), (2)(b) and (2)(c) above to the Chair and obtain authorization from the Chair to enter into the Contract.
- (3) The Chair is authorized to declare the existence of an Emergency and to authorize execution of contracts in any amount required by Emergency circumstances.
 - (4) Any Contract awarded under this Rule shall be awarded within 60 Days following declaration of the Emergency unless an extension is granted by the Chair.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.080

47-0285 Special Procurements

- (1) As used in this Rule and Rules 47-0700 and 47-0730:
 - (a) "Class Special Procurement" means a contracting procedure that differs from the procedures described in these Rules and is for the purpose of entering into a series of contracts over time for the acquisition of a specified class of Goods or services.
 - (b) "Contract-Specific Special Procurement" means a contracting procedure that differs from the procedures described in these Rules and is for the purpose of entering into a single Contract or a number of related contracts for the acquisition of specified Goods or services on a one-time basis or for a single project.
 - (c) "Special Procurement" means, unless the context requires otherwise, a Class Special Procurement, a Contract-Specific Special Procurement or both.
- (2) To seek approval of a Special Procurement, a Department shall submit a Written request to the Board, that describes the proposed contracting procedure, the Goods or services or the class of Goods or services to be acquired through the Special Procurement and the circumstances that justify the use of a Special Procurement under the standards set forth in subsection (3) of this Rule. The alternative process shall be clearly described and complete, and shall include a description of the Supplies and Services to be acquired, provisions for advertisement, a proposed Solicitation process, including the criteria for selection, and the proposed Contract document. The Board may require any additional information deemed necessary to evaluate the request for approval of the Special Procurement.
- (3) The Board may approve a Special Procurement if the Board finds that a Written request submitted under subsection (2) of this section demonstrates that the use of a Special Procurement as described in the request, or an alternative procedure prescribed by the Board, will:
 - (a) Be unlikely to encourage favoritism in the awarding of Public Contracts or to substantially diminish competition for Public Contracts; and
 - (b) Result in substantial cost savings to the County or to the public; or
 - (c) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements of these Rules.

- (4) The CPCA Manager shall (1) give public notice of a request for approval of a Special Procurement at least seven (7) Days prior to the date the Board will consider the request and (2) give public notice of the Board's approval of a Special Procurement at least seven (7) Days prior to Award of the Contract. Notice shall be given in a manner similar to public notice of competitive sealed Bids under Rule 47-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement.
- (5) If a Contract is awarded through a Special Procurement, the County shall Award the Contract to the Offeror whose Offer the County determines in Writing to be the most Advantageous to the County.
- (6) When the Board approves a Class Special Procurement under this section, the County may Award contracts to acquire Goods or services within the class of Goods or services in accordance with the terms of the Board's approval without making a subsequent request for a Special Procurement.
- (7) **Protest.** An Affected Person may protest the approval of or request for approval of a Special Procurement in accordance with Rule 47-0700.
- (8) Purchases pursuant to the Class Special Procurements described in Rule 47-0288 are authorized. The procedures in this Rule shall not apply to the Class Special Procurements authorized in Rule 47-0288.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.085

47-0288 Special Procurements Authorized by Rule

- (1) **Brand Names or Products, "or Equal," Single Seller and Sole Source.**
 - (a) **Authorization.** Departments are authorized to procure products in accordance with the following procedure:
 - (b) **Definitions.** "Procurement of Brand Name 'or Equal' Products" means the Procurement of a product after specifying the registered Brand name of the product or requiring the same Specifications of the Brand Name product.
 - (c) **Requirements.**
 - (A) **Specifications.** Solicitation Specifications for Public Contracts shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections (1)(c)(A)(i) and (ii) of this Rule.
 - (i) **"Or Equal" Specification.** A Department may specify a particular brand name, make or product suffixed by "or equal", "or approved equal", "or equivalent", "or approved equivalent", or similar language if there is no other practical method of Specification.
 - (ii) **Specifying a Particular Make or Product.** A Department may specify a brand name, make, or product without an "or equal" or equivalent suffix if there is no other practical method of Specification, after documenting the Procurement File, with the following:
 - (I) A brief description of the Solicitation(s) to be covered including volume of contemplated future purchases;
 - (II) The brand name, mark, or product to be specified; and

- (III) The reasons the Department is seeking this Procurement method, which shall include at least one of the following Findings in the Procurement File:
 - (aa) It is unlikely that Specification of the brand name, mark or product will encourage favoritism in the Award of the Public Contracts or substantially diminish competition; or
 - (bb) Specification of the brand name, mark or product would result in substantial cost savings to the Department; or
 - (cc) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.
- (B) **Public Notice.** The Department shall make a reasonable effort to notify all known suppliers of the specified product and invite such suppliers to submit competitive bids or Proposals; or shall document the Procurement File with Findings of current market research to support the determination that the product is available from only one seller. This requirement is satisfied by posting a notice on the CPCA Website for a reasonable time period.
- (C) **Purchasing From Sole Source, Single Seller.** A Department may purchase a particular product or service (also known as Supplies and Services) available from only one source if the Department meets the requirements of Subsection (c)(A) and (B) of this Rule and a Sole-Source Procurement pursuant Rule 47-0275. The Department, prior to purchase, shall document the Procurement File with the Department's Findings of current market research to support the determination that the product or service is available from only one seller or source. The Department's Findings shall also include:
 - (i) A brief description of the Contract or Contracts to be covered including volume of contemplated future purchases;
 - (ii) Description of the product or service to be purchased; and
 - (iii) The reasons the Department is seeking this Procurement method, which shall include at least one (1) of the following:
 - (I) Efficient utilization of existing Supplies and Services requires the acquisition of compatible Supplies and Services; or
 - (II) The required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments; or
 - (III) The particular product is for use in a pilot or an experimental project.
- (D) **Single Manufacturer, Multiple Sellers.** The Department may specify a product or service available from only one (1) manufacturer, but available through multiple sellers, if the Department meets the Requirements of Subsection (c)(A) and (B) and the following:
 - (i) If the total purchase is \$5,000 or more but does not exceed \$150,000, competitive Quotes shall be obtained and retained in the Procurement File pursuant to the policy of the Department for Intermediate Procurements;
 - (ii) If the purchase exceeds \$150,000, competitive Bids or Proposals shall be solicited in accordance with Rules 47-0255 to 47-0263.

- (E) **Single Manufacturer, Multiple Purchases.** If a Department intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five (5) years, the Department shall so state in the Procurement File, the Solicitation Document, if any, and the public notice described in Subsection (c)(B) of this Rule. Such documentation and public notice constitute sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for Bids or Proposals.
- (F) **Competitive Solicitation.** If a Department competitively solicits, it shall comply with the Rules for that method of Solicitation pursuant to Rules 47-0255 to 47-0263 and 47-0285.

(2) **Advertising Contracts.**

- (a) **Authorization.** Departments are authorized to procure advertising from newspapers, magazines and other related print media and from radio and television stations and related media without competitive Solicitation.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(3) **Equipment Maintenance, Repair and Overhaul.**

- (a) **Authorization.** A Department, may enter into a Contract for equipment maintenance, repair or overhaul without competitive Solicitation, subject to the following conditions:
 - (A) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
 - (B) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one (1) source; and
 - (C) Written documentation supporting the Findings in subsections 3(a)(A) or (3)(a)(B) above is obtained and prepared and placed in the Procurement File.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(4) **Contracts for Price Regulated Items.**

- (a) **Authorization.** A Department 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.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(5) **Investment Contracts.**

- (a) **Authorization.** A Department may contract for the investment of public funds or the borrowing of funds by the County when such investment or borrowing is contracted pursuant to statute, ordinance, charter, or constitution without competitive Solicitation.
 - (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.
- (6) **Purchase of Used Personal Property.**
- (a) **Authorization.** A Department may purchase used personal property or equipment without Competitive Solicitation if it has determined and documented in the Procurement File that the purchase will (i) be unlikely to encourage favoritism or diminish competition; and (ii) result in substantial cost savings or promote the public interest. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used," at the time of the Department purchase. "Used personal property or equipment" generally does not include property or equipment if the Department was the previous user, whether under a lease, as part of a demonstration, trial or pilot project, or similar arrangement.
 - (b) **Process and Criteria.**
 - (A) For purchases of used personal property or equipment not exceeding \$150,000, Departments shall, where feasible, obtain three (3) competitive Quotes, unless the Department has determined and documented that a purchase without obtaining competitive Quotes will result in cost savings to the Department and will not diminish competition or encourage favoritism.
 - (B) For purchases of used personal property or equipment exceeding \$150,000, CPCA shall obtain and keep a Written record of the source and amount of Quotes received. If three (3) Quotes are not available, a Written record shall be made of the attempt to obtain Quotes.
 - (C) If the total purchase is estimated to exceed \$150,000, a Department shall submit a Written request for approval from the CPCA Manager prior to making the purchase.
 - (D) Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. If the anticipated purchase exceeds \$5,000, the Department shall post notice of the intended purchase on the CPCA Website.
- (7) **Reverse Auctions.**
- (a) **Process.** A Reverse Auction means a process for the purchase of Supplies and Services by a buyer from the lowest Bidder. The Department as the buyer shall conduct Reverse Auctions by first publishing a Solicitation that describes its requirements, Contract terms and conditions. Then, the Department 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 Department 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.
- (b) Before the Reverse Auction commences, Bidders shall be required by the Department to consent 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 Department. 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 Department may cancel this Solicitation if it is in the County's best interest. At the end of this Bidding process, the Contract shall be awarded to the lowest Responsible Bidder or in the case of multiple awards, lowest Responsible Bidders. This process allows the Department to test and determine the suitability of the Goods and services before making the Award. The Department shall comply with the following procedures for this type of Solicitation:
- (A) **Public Notice.** The Department shall disclose the Reverse Auction process in the Solicitation Documents. The Department shall give notices of the price(s) offered, rank(s), score(s) and related details to the initial Bidders as described in the Solicitation Document. If the purchase exceeds \$150,000 the CPCA Manager shall issue a Notice of Intent to Award. The notice shall be issued at least seven (7) Days prior to making the Award.
 - (B) **Prequalification.** For each Solicitation, on a case-by-case basis, the Department may determine whether prequalification of suppliers is needed. If prequalification is used, the Department shall prequalify suppliers and provide an appeal process in accordance with these Rules.
- (8) **Hazardous Material Removal; Oil Cleanup**
- (a) **Authorization.** A Department may enter into Public Contracts without competitive Solicitation when ordered to clean up oil or hazardous waste pursuant to the authority granted the Department of Environmental Quality (DEQ) under ORS Chapter 466, and such DEQ order necessitates the prompt establishment and performance of the Contract in order to comply with the statutes regarding spill or release of oil or hazardous material that have created an Emergency condition.
 - (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical. Departments shall document in the Procurement File the circumstances requiring cleanup or a copy of the DEQ order ordering such cleanup. Departments shall not contract for such services pursuant to this Rule in the absence of an order from the Department of Environmental Quality to clean up a site with a time limitation that would not permit hiring a Contractor as otherwise required by these Rules.
- (9) **Employee Benefit Insurance.**
- (a) **Authorization.** A Department may purchase employee benefit insurance without competitive Solicitation.

- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(10) Rating Agency Contracts.

- (a) **Authorization.** The County may purchase the services of Moody's Investors Service, Standard and Poors or similar rating agencies.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement.

(11) Library Databases, Interactive Computer Services and Circulation Materials

- (a) **Authorization.** Departments may purchase databases, interactive computer services and circulation materials such as books, videos, tapes and CDs for Multnomah County Libraries.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(12) Periodicals.

- (a) **Authorization.** Departments may purchase subscriptions for periodicals, including journals, magazines and similar publications without competitive Solicitation.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(13) Institutional Commissaries and Sheriff's Inmate and Juvenile Detainee Welfare Funds

- (a) **Authorization.** Institutional and residential commissaries and Sheriff's Inmate and Juvenile Detainee Welfare Funds may make purchases using these funds.
- (b) **Process and Criteria.** Purchases using these funds shall be made based upon Written policies and procedures approved by the CPCA Manager.

(14) Gasoline, Diesel Fuel, Heating Oil, Lubricants and Asphalt

- (a) **Authorization.** Departments may purchase gasoline, diesel fuel, heating oil, lubricants and asphalt without competitive Solicitation.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Purchases shall be made subject to the following conditions:
 - (A) The Department solicits Quotes in accordance with Rule 47-0270;
 - (B) The Department makes its purchases from the least expensive source.

(15) Ballots, Ballot Pages and Ballot Cards.

- (a) **Authorization.** The County may contract for the printing of ballots without competitive Solicitation.

- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement.

(16) Undercover Vehicles

- (a) **Authorization.** The Sheriff's Office may purchase vehicles for use for undercover operations without competitive Solicitation.
- (b) **Process and Criteria.** The Sheriff's Office shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. The Sheriff's Office shall use competitive methods wherever possible to achieve best value and shall document in the Procurement File the reasons why a competitive process was deemed to be impractical.

(17) Copyrighted Materials

- (a) **Authorization.** A Department may purchase copyrighted materials without competitive Solicitation if there is only one (1) supplier available for such Goods. Examples of copyrighted materials that may be subject to this subsection are textbooks, workbooks, curriculum kits, reference materials, audio and visual media, and software which is available only from the manufacturer or developer.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement.

(18) Software and Hardware Maintenance and Upgrades.

- (a) **Authorization.** A Department may enter into a Contract and may renew existing Contracts for information technology and telecommunications hardware or software maintenance and upgrades without Competitive Solicitation where these services are available from only one source.
- (b) **Process and Criteria.** Departments shall document in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall document in the Procurement File the facts upon which the Department determined that maintenance and upgrades were available from only one source.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279B.085

47-0300 Public Notice of Solicitation Documents

- (1) **Notice of Solicitation Documents.** Public notice of Solicitations by electronic means is likely to be cost-effective. Therefore, public notice of every Solicitation Document shall be given in accordance with subsection (2) of this Rule. The CPCA Manager may give additional notice may be given using any method 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 County Procurements;
 - (b) Placing notice on the State of Oregon Electronic Procurement System (ORPIN); or
 - (c) Publication in a newspaper of general circulation in the County and in as many other publications as may be appropriate.
- (2) **Notice and Advertising.** Every notice and advertisement of a Solicitation Document shall be published on the CPCA Website.
- (3) **Content of Advertisement.** All notices and 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 or advertisement of the Solicitation Document given in accordance with subsection 2 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 Proposals, unless the CPCA Manager 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 or advertisement of the Solicitation Document given in accordance with subsection 2 above and Closing be less than seven (7) Days. The CPCA Manager shall document the specific reasons for the shorter interval in the Procurement File;
 - (d) The date that Persons shall file applications for prequalification if prequalification is a requirement and 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 County to receive Offers;
 - (g) The scheduled Closing; and
 - (h) Any other appropriate information.
- (4) **Posting Advertisement for Offers.** The CPCA Manager shall post notice of every Solicitation Document at the CPCA office and shall provide a copy of the Solicitation Document upon request.
- (5) **Fees.** The County may charge a fee or require a deposit for the Solicitation Document.
- (6) **Notice of Addenda.** Potential Offerors shall be provided notice of any Addenda to a Solicitation Document in accordance with Rule 47-0430.

Stat. Auth.: ORS 279A.065, ORS 279B.055 & ORS 279B.060

Stats. Implemented: ORS 279B.055 & ORS 279B.060

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. The Offer is a "Firm Offer," i.e., the Offer shall be held open by the Offeror for acceptance for not less than 30 Days following Closing unless otherwise specified in the Solicitation Document. The Award of the Contract constitutes acceptance of the Offer and binds the Offeror to the Contract.
- (2) **Contingent Offers.** Except to the extent the Proposer is authorized to propose certain terms and conditions pursuant to Rule 47-0262, a Proposer shall not make its Offer contingent upon 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 Proposals permits Proposal of alternative terms under Rule 47-0262, 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 County in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065, ORS 279B.055 & ORS 279B.60

47-0320 Facsimile Bids and Proposals

- (1) **Department Authorization.** The CPCA Manager may authorize Offerors to submit Facsimile Offers. If Bid or Proposal security is or will be required, Facsimile Offers shall not be authorized unless a method has been established for receipt of such security. Prior to authorizing the submission of Facsimile Offers, the CPCA Manager shall determine that equipment and personnel are available which are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the CPCA Manager 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 Facsimile Offer for Bids or Proposals are authorized, the following provisions shall be included in the Solicitation Document (other than in a request for Quotes):
 - (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 County 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 must 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 County reserves the right to Award the Contract solely on the basis of the Facsimile Offer. However, upon the County's request the apparent successful Offeror shall promptly submit its complete original Signed Offer.";
 - (e) The data and compatibility characteristics of the County'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 County 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365

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 Closing 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 County with all documents and Descriptive Literature required by the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

47-0410 Offer Submission

- (1) **Product Samples and Descriptive Literature.** A County may require Product Samples or Descriptive Literature if the County determines either is necessary or desirable to evaluate the quality, features or characteristics of an Offer. The County will 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 CPCA, whichever is applicable.
 - (b) The County 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 CPCA receives its Offer at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

47-0420 Pre-Offer Conferences

- (1) **Purpose.** Pre-Offer conferences may be held with prospective Offerors prior to Closing, to explain the Procurement requirements, obtain information, or to conduct site inspections.
- (2) **Required Attendance.** The County may require attendance at the pre-Offer conference as a condition for making an Offer.
- (3) **Scheduled Time.** If pre-Offer conference is held, 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 a County representative at the pre-Offer conference do not change the Solicitation Document unless such statements are confirmed in a Written Addendum to the Solicitation Document.
- (5) **Announcement.** Notice of any pre-Offer conference shall be given in the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

47-0430 Addenda to Solicitation Document

- (1) **Issuance; Receipt.** A Solicitation Document may only be changed by Written Addenda. If required by the Solicitation Document or an Addendum the Offeror shall provide Written acknowledgment of receipt of all issued Addenda with its Offer.
- (2) **Notice and Distribution.** The CPCA Manager 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 County will provide notice of Addenda and how the County will make the Addenda available before Closing, and at each subsequent step or tier of evaluation if the County will engage in a multi-step competitive sealed Bid process in accordance with Rule 47-0257, or a multi-tiered or multi-step competitive sealed Proposal process in accordance with Rule 47-0261 to 47-0263. The following is an example of how Solicitation Document may specify notice of Addenda will be given: "The County will not mail notice of Addenda, but will publish notice of any Addenda on the CPCA Website. Addenda may be downloaded off the site. Offerors should frequently check the CPCA Website until Closing, including at least once weekly until the week of Closing and at least once daily the week of the Closing."
- (3) **Timelines; Extensions.**
 - (a) The CPCA Manager shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The CPCA Manager may extend the Closing if the CPCA Manager determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by a countervailing public interest, the CPCA Manager shall not issue Addenda less than five (5) Days 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 tier of competition under a multistep sealed Bid or a multi-tiered or multistep sealed Proposal shall be issued no fewer than five (5) Days before the beginning of that tier or step of competition, unless the CPCA Manager determines that a shorter period is sufficient to allow Offerors to prepare for that tier or step of competition. The CPCA Manager shall document the factors 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, and 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 Rule 47-0730, by the close of the next Business Day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under Rule 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 Rule 47-0730, then the CPCA Manager may consider an Offeror's request for change or protest to the Addendum only, and the CPCA Manager shall not consider a request for change or protest to matters not added or modified by the Addendum. Notwithstanding any provision of this subsection (4) of this Rule, a Department is not required to provide a protest period for Addenda issued after initial Closing during a multi-tier or multistep Procurement process.

Stat. Auth.: ORS 279A.065 & ORS 279B.060

Stats. Implemented: ORS 279B.060

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 County in accordance with Rule 47-0400 and Rule 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 CPCA Manager 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 CPCA Manager
 - (b) The CPCA Manager may release an unopened Offer withdrawn under subsection 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 CPCA Manager shall include all documents relating to the modification or withdrawal of Offers in the appropriate Procurement File.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

47-0450 Receipt, Opening, and Recording of Offers; Confidentiality of Offers.

- (1) **Receipt.** A CPCA Manager shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The CPCA Manager shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the

CPCA Manager for any reason opens an Offer or a modification prior to the Opening, the CPCA Manager shall return the Offer or modification to its secure and confidential state until Opening. The CPCA Manager shall document the resealing for the Procurement File (e.g. "County opened the Offer due to improper identification of the Offer.").

- (2) **Opening and Recording.** The CPCA Manager shall publicly open Offers including any modifications made to the Offer pursuant to 47-0440(1). In the case of Invitations to Bid, to the extent practicable, the CPCA Manager shall read aloud the name of each Bidder, and such other information as the CPCA Manager considers appropriate. However, the CPCA Manager may withhold from disclosure information in accordance with Rule 47-0255(4)(b) and Rule 47-0260(6). In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the CPCA Manager will not read Offers aloud.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

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 CPCA Manager shall not consider late Offers, withdrawals or modifications.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

47-0470 Mistakes

- (1) **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors, the CPCA Manager shall carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.
- (2) **Treatment of Mistakes.** The CPCA Manager shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If the CPCA Manager discovers certain mistakes in an Offer after Opening, but before Award of the Contract, the CPCA Manager may take the following action:
 - (a) The CPCA Manager 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 CPCA Manager 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 CPCA Manager'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 a 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). In the event of a discrepancy, unit prices shall prevail over extended prices.

- (c) Changes in bids prejudicial to the interests of the public or fair competition are not permitted.
 - (d) The CPCA Manager 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 CPCA Manager does not grant the Offeror permission to withdraw the Offer;
 - (G) That the CPCA Manager's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the County or the public it represents; and
 - (H) That the Offeror promptly gave notice of the claimed error to the CPCA Manager.
 - (e) The criteria in subsection (2)(d) of this Rule shall determine whether the CPCA Manager will permit an Offeror to withdraw its Offer after Closing. These criteria also shall apply to the question of whether the CPCA Manager will permit an Offeror to withdraw its Offer without forfeiture of its Bid bond (or other Bid or Proposal security), or without liability to the County based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded, whether by Award to the next lowest Responsive and Responsible Bidder or the most Advantageous Responsive and Responsible Proposer, or by resort to a new solicitation.
- (3) **Rejection for Mistakes.** The CPCA Manager 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 47 only to the extent permitted by applicable law.

- (5) **Written Determination.** All decisions to permit the correction or withdrawal of bids, or to cancel an Award or a Contract based on bid mistakes, shall be supported by a Written determination by the contracting agency that states the reasons for the action taken.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

47-0480 Time for 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

47-0490 Extension of Time for Acceptance of Offer

The CPCA Manager may request, orally or in Writing, that Offerors extend, in Writing, the time during which the County 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

47-0500 Responsibility of Bidders and Proposers

Before Awarding a Contract the CPCA Manager shall determine that the Bidder submitting the lowest Bid or Proposer submitting the most Advantageous Proposal is Responsible. The CPCA Manager shall use the standards set forth in Rule 47-0640(1)(c)(F) to determine if a Bidder or Proposer is Responsible. In the event the CPCA Manager determines a Bidder or Proposer is not Responsible, the CPCA Manager shall prepare a Written determination of non-Responsibility and shall reject the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.110

47-0525 Qualified Products Lists

- (1) **General.** A Department may develop and maintain a qualified products list 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 contracting agency. 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) **List Development.** In the initial development of any qualified products list, a Department shall give public notice, in accordance with Rule 47-0255, 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) **Tests or Examinations.** A Department'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 to 192.505, a Department 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 to 192.505, a Department 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) **Inclusion on List is not Prequalification.** The inclusion of Goods on a qualified products list does not constitute and may not be construed as a prequalification under Rule 47-0550 of any prospective contractor, seller or supplier of Goods on the qualified products list.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.115

47-0550 Prequalification of Prospective Offerors

- (1) **General.** The County may prequalify prospective Bidders or Proposers to submit bids or Proposals for Public Contracts to provide particular types of Goods or services.
- (2) **Prequalification Application.** When a Department permits or requires prequalification of Bidders or Proposers, the Department shall prepare a prequalification application setting forth the criteria and qualifications for prequalification. Upon receipt of a prequalification application, the Department 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 thirty (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 Department shall consider only the applicable standards of responsibility listed in Rule 47-0640(1)(c)(F). The Department shall promptly notify the prospective Bidder or Proposer whether the prospective Bidder or Proposer is qualified.
- (3) **Notice.** If the Department finds that a prospective Bidder or Proposer is qualified, the notice must 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 Department finds that the prospective Bidder or Proposer is not qualified as to any contracts the notice must specify the reasons given for not prequalifying the prospective Bidder or Proposer and must specify which of the standards of responsibility listed in Rule 47-0640(1)(c)(F) the prospective Bidder or Proposer failed to meet. The notice shall inform the prospective Bidder or Proposer of the right to a hearing under Rule 47-0760 and the time within which an appeal must be filed.
- (4) **Revocation or Revision for Substantial Change.** If a Department 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 contracting agency may revoke or may revise and reissue the prequalification after reasonable notice to the prequalified prospective Bidder or Proposer. The notice must specify the reasons given for revocation or revision of the prequalification of the prospective Bidder or Proposer and inform the prospective Bidder or Proposer of the right to appeal and the right to a hearing under Rule 47-0760. To be entitled to a hearing under Rule 47-0760, a prospective Bidder or Proposer shall, within three (3) Days after receipt of the notice, notify the contracting agency that the prospective Bidder or Proposer demands a hearing under Rule 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.

- (5) **Evaluation Based on Standards of Responsibility.** The County shall, in response to the receipt of a prequalification application submitted under subsection (1) of this section, notify the prospective Bidder or Proposer whether the prospective Bidder or Proposer is qualified based on the standards of responsibility listed in Rule 47-0640(1)(c)(F), 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 County does not prequalify a prospective Bidder or Proposer as to any contracts covered by the prequalification process, the notice must specify which of the standards of responsibility listed in Rule 47-0640(1)(c)(F) 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.
- (6) **Revocation of Prequalification.** If a County subsequently discovers that a prospective Bidder or Proposer that prequalified under subsections (1) and (2) of this section is no longer qualified, the agency 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. However, the CPCA Manager may determine that a prequalified Offeror is not Responsible prior to Contract Award.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.120

47-0575 Debarment of Prospective Offerors

- (1) **Authority.** The County may debar an Offeror after providing the Person with notice and a reasonable opportunity to be heard in accordance with these Rules.
- (2) **Standards for Debarment.** The County may debar a Person for:
- (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 such 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 and debarment for such a violation was listed in the contract terms and conditions as a potential penalty. 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.
 - (f) Violation of ORS 279A.110(1)
- (3) **Notice of Intent to Debar.** CPCA shall notify the Person in Writing of a proposed Debarment personally or by registered or certified mail, return receipt requested. This notice shall:

- (a) State that the County intends to debar the Person;
 - (b) Set forth the reasons for the Debarment;
 - (c) Include a statement that the Person shall have a right to appeal the notice of intent to debar and have a hearing in accordance with Rule 47-0760 and a statement of the time within which an appeal must be filed.
 - (d) Include a reference to the particular sections of the statutes and rules involved;
 - (e) State that the Person may be represented by legal counsel at the hearing.
- (4) **Appeal and Hearing.** Appeal of the notice and hearing on the appeal shall be in accordance with the provisions of Rule 47-0760.
- (5) **Imputed Knowledge.** The County may attribute improper conduct of a Person or its 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.
- (6) **Limited Participation.** The CPCA Manager 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 County. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.130

47-0600 Offer Evaluation and Award

- (1) **Evaluation.** The County shall evaluate Offers only as set forth in the Solicitation Document, pursuant to Rule 47-0255(5) and Rule 47-0260(7)(a), and in accordance with applicable law. The County shall not evaluate Offers using any other requirement or criterion.
- (a) **Preferences.**
 - (A) **Nonresident Bidders.** In determining the lowest Responsive Bid, the County shall apply the reciprocal preference set forth in Rule 46-0310 for Nonresident Bidders.
 - (B) **Public Printing.** The County shall for the purpose of evaluating Bids apply the public printing preference set forth in ORS 282.210.
 - (C) **Award When Bids are Identical.** If the County determines that one (1) or more Bids are identical under Rule 46-0300, the County shall Award a Contract in accordance with the procedures set forth in Rule 46-0300.
 - (b) **Evaluation of Proposals.**
 - (A) **Award When Proposals are Identical.** If the County determines that one (1) or more Proposals are identical under Rule 46-0300, the County shall Award a Contract in accordance with the procedures set forth in Rule 46-0300.
 - (B) **Public Printing.** The County shall for the purpose of evaluating Proposals apply the public printing preference set forth in ORS 282.210.
 - (c) **Recycled Materials.** When procuring Goods, the County shall give preference for recycled materials as set forth in Rule 46-0320.

- (2) **Clarification of Bids.** After Bid Opening, the County may conduct Discussions with apparent Responsive Bidders for the purpose of clarification to assure full understanding of the Bid. All Bids, in the Department's sole discretion, needing clarification shall be accorded such an opportunity. CPCA shall document clarification of any Bidder's Bid in the Procurement File.
- (3) **Negotiations Prohibited.**
- (a) **Bids.** Except as permitted by subsection (2) of this Rule, the County shall not negotiate with any Bidder. After Award of the Contract, the Department and Contractor may only modify the Contract in accordance with Rule 47-0800.
 - (b) **Requests for Proposals.** The County may conduct Discussions or negotiate with Proposers only in accordance with Rules 47-0260 and 47-0262. After Award of the Contract, the Department and Contractor may only modify the Contract in accordance with Rule 47-0800.
- (4) **Award.**
- (a) **General.** If Awarded, CPCA shall Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid or the Responsible Proposer submitting the most Advantageous, Responsive Proposal. CPCA 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 Proposals 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 Department's expected purchases, or grand total of all items.
 - (c) **Multiple Awards - Bids.**
 - (A) Notwithstanding subsection 4(a) of this Rule, CPCA 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 Department'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 Bidders of similar Goods or Services is necessary for adequate availability, delivery, service or product compatibility. Multiple Awards may not be made for the 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 CPCA from Awarding a single Contract for such Invitation to Bid.
 - (B) If an Invitation to Bid permits the Award of multiple Contracts, the County shall specify in the Invitation to Bid the criteria it will use to choose from the multiple Contracts when purchasing Goods or Services.
 - (d) **Multiple Awards - Proposals.**
 - (A) Notwithstanding subsection 4(a) of this Rule, CPCA may Award multiple Contracts under a Request for Proposals in accordance with the criteria set forth in the Request for Proposals. Multiple Awards shall not be made if a single Award will meet the Department'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. Multiple Awards

may not be made for the 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 Proposals shall not preclude the CPCA from Awarding a single Contract for such Request for Proposals.

- (B) If a Request for Proposals permits the Award of multiple Contracts, the County shall specify in the Request for Proposals the criteria it will use to choose from the multiple Contracts when purchasing Goods or Services.
- (e) **Partial Awards.** If after evaluation of Offers, the Department determines that an acceptable Offer has been received for only parts of the requirements of the Solicitation Document:
 - (A) CPCA may Award a Contract for the parts of the Solicitation Document for which acceptable Offers have been received; or
 - (B) CPCA may reject all Offers and may issue a new Solicitation Document on the same or revised terms, conditions and Specifications.
- (f) **All or none Offers.** CPCA 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.

Stat. Auth.: ORS 279A.065 & ORS 279B.060

Stats. Implemented: ORS 279B.055 & ORS 279B.060

47-0610 Notice of Intent to Award

- (1) **Notice of Intent to Award.** CPCA shall provide Written notice of intent to Award to all Bidders and Proposers at least seven (7) Days before the Award of a Contract, unless the CPCA Manager determines that circumstances require prompt execution of the Contract, in which case the CPCA Manager may provide a shorter notice period. The CPCA Manager shall document the specific reasons for the shorter notice period in the Procurement File. This section does not apply to a Contract awarded as a small Procurement, an Intermediate Procurement, a Sole-Source Procurement, an Emergency Procurement or a Special Procurement under Rule 47-0288 of these Rules.
- (2) **Finality.** The Award shall not be final until the later of the following:
 - (a) The expiration of the protest period provided pursuant to Rule 47-0740(3); or
 - (b) CPCA provides Written responses to all timely-filed protests denying the protests and affirming the Award.

Stat. Auth.: ORS 279A.065 & ORS 279B.135

Stats. Implemented: ORS 279B.135

47-0620 Documentation of Award

- (1) **Basis of Award.** After Award, the CPCA Manager shall make a record showing the basis for determining the successful Offeror part of the Procurement File.
- (2) **Contents of Award Record.** The 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 County engaged in any of the methods of Contractor selection described in Rule 47-0260 and Rules 47-0261 to 47-0263, Written documentation of the content of any Discussions, Negotiations, best and final Offers, or any other procedures the County used to select a Proposer to which the CPCA Manager Awarded a Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: 279A.065

47-0630 Availability of Award Decisions

- (1) **Contract Documents.** To the extent required by the Solicitation Document, the Department shall deliver to the successful Offeror a Contract, 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 established by the CPCA Manager, in person or by submitting to the CPCA Manager a Written request accompanied by payment. The requesting Person shall provide the Solicitation Document number and enclose a self-addressed, stamped envelope. In addition, the County may make available tabulations of Bids and Proposals through the County's website.
- (3) **Availability of Procurement Files.** After notice of intent to Award, the CPCA Manager shall make Procurement Files available in accordance with applicable law.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055 & ORS 279B.060

47-0640 Rejection of an Offer

- (1) Rejection of an Offer.
 - (a) The CPCA Manager may reject any Offer when the CPCA Manager determines that rejection is in the best interest of the County. The reasons for the rejection must be made part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the rejection of a bid or Proposal.
 - (b) The CPCA Manager shall reject an Offer upon finding that the Offer:
 - (A) Is contingent upon the acceptance of terms and conditions (including Specifications) that differ materially 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,

unless the Offeror agrees after Opening to withdraw any conditions in the bid prohibiting disclosure;

- (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 CPCA Manager shall reject an Offer upon finding that the Offeror:
- (A) Has not been prequalified under Rule 47-0550 and the required mandatory prequalification;
 - (B) Has been Debarred under Rule 47-0575;
 - (C) Has not met the requirements of Rule 46-0210, 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 46-0210(3); or
 - (F) Is non-Responsible. Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the CPCA Manager must determine 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 indicate the capability of the Offeror to meet all contractual responsibilities; and
 - (ii) Has a satisfactory record of contract performance. The CPCA Manager 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 CPCA Manager 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 CPCA Manager may review the Offeror's performance on both private and Public Contracts in determining the Offeror's record of contract performance. The CPCA Manager shall make its basis for determining an Offeror non-Responsible under this subparagraph part of the Procurement File;
 - (iii) Has a satisfactory record of integrity. An Offeror may lack integrity if a CPCA Manager determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. The CPCA Manager 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 Rule 47-0575 may be used to determine an Offeror's integrity. The CPCA Manager shall make the basis for determining that an Offeror is non-Responsible under this subparagraph part of the Procurement File;

- (iv) Is qualified legally to contract with the County; and
 - (v) Has supplied all necessary information in connection with the inquiry concerning Responsibility. If the Offeror fails to promptly supply information requested by the CPCA Manager concerning Responsibility, the CPCA Manager shall base the determination of Responsibility upon any available information, or may find the Offeror non-Responsible.
- (2) **Form of Business Entity.** For purposes of this Rule, the CPCA Manager 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 Rule 47-0575.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100 & 279B.110

47-0650 Rejection of All Offers

- (1) **Rejection.** The CPCA Manager may reject all Offers when the CPCA Manager determines that rejection is in the best interest of the County. The reasons for the rejection must be made part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the rejection of all bids, or Proposals.
- (2) **Criteria.** The CPCA Manager may reject all Offers based upon 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 CPCA Manager cancels the Procurement or Solicitation in accordance with Rule 47-0660; or
 - (f) Any other circumstance indicating that Awarding the Contract would not be in the public interest.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

47-0660 Cancellation of Procurement or Solicitation

- (1) **Cancellation of Procurement or Solicitation.** The CPCA Manager may cancel a Procurement or Solicitation when the CPCA Manager determines that cancellation is in the best interest of the County. The reasons for the cancellation must be made part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the cancellation. CPCA Manager may cancel a Procurement or Solicitation as set forth in ORS 279B.100.

- (2) **Notice of Cancellation Before Opening.** If the CPCA Manager cancels a Procurement or Solicitation prior to Opening, the CPCA Manager shall provide Written notice of cancellation in the same manner as was used for the 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 resolicitation.
- (3) **Notice of Cancellation After Opening.** If the CPCA Manager cancels a Procurement or Solicitation after Opening, the CPCA Manager shall provide Written notice of cancellation to all Offerors who submitted Offers.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

47-0670 Disposition of Offers if Procurement or Solicitation Canceled

- (1) **Prior to Opening.** If the CPCA Manager cancels a Procurement or Solicitation prior to Opening, the CPCA Manager 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 CPCA Manager shall open the Offer to determine the source and then return it to the Offeror. For Electronic Offers, if any, the CPCA Manager shall delete the Offers from the Electronic Procurement System or information technology system.
- (2) **After Opening.** If the CPCA Manager cancels a Procurement or Solicitation after Opening, the CPCA Manager:
 - (a) May return Proposals in accordance with Rule 47-0260(6)(b); and
 - (b) Shall keep Bids in the Procurement File.
- (3) **Rejection of All Offers.** If the CPCA Manager rejects all Offers, the CPCA Manager shall keep all Proposals and Bids in the Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

47-0700 Protests and Judicial Review of Special Procurements

- (1) **Purpose.** An Affected Person may protest the approval of or request for approval of a Special Procurement. Pursuant to ORS 279B.400(1), before seeking judicial review of the approval or request for approval of a Special Procurement, an Affected Person must file a Written protest with the CPCA Manager and exhaust all administrative remedies.
- (2) **Delivery.**
 - (a) **Protest of Request for Approval of a Special Procurement.** An Affected Person must deliver a Written protest to the CPCA Manager within fourteen (14) Days after the first date of public notice of a proposed Special Procurement, unless a different protest period is provided in the public notice of the proposed Special Procurement.
 - (b) **Protest of Approval of a Special Procurement.** Notwithstanding the requirements for filing a writ of review under ORS chapter 34 pursuant to ORS 279B.400(4)(a), an

Affected Person must deliver a Written protest to the CPCA Manager within fourteen (14) Days after the first date of public notice of the approval of a Special Procurement by the Board, 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 must 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 to Protest.**

- (a) **Protest of Request for Approval of a Special Procurement:** The CPCA Manager shall not consider an Affected Person's protest of the request for 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 request for approval of a proposed Special Procurement. The CPCA Manager shall issue a Written disposition of the protest in a timely manner. If the CPCA Manager upholds the protest the request for approval of the Special Procurement shall be withdrawn. If the CPCA Manager denies the protest the Board shall determine whether to approve the request for the Special Procurement.
 - (b) **Protest of Approval of a Special Procurement:** The 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 Board shall issue a Written disposition of the protest in a timely manner. If the 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 not seek judicial review of the CPCA Manager's decision denying a protest of a request for approval of a Special Procurement under subsection (4)(a) above. An Affected Person may seek judicial review of the Board's decision under subsection (4)(b) above denying a protest of the approval of a Special Procurement. Judicial review shall be in accordance with ORS 279B.400.

Stat. Auth.: ORS 279A.065 & ORS 279B.400

Stats. Implemented: ORS 279B.400

47-0710 Protests and Judicial Review of Sole-Source Procurements

- (1) **Purpose.** For Sole-Source Procurements requiring public notice, an Affected Person may protest the determination of the Board under Rule 47-0275 that the Goods or Services or class of Goods or Services are available from only one (1) source. Before seeking judicial review, an Affected Person must file a Written protest with the CPCA Manager and exhaust all administrative remedies.
- (2) **Delivery.** Unless otherwise specified in the public notice of the Sole-Source Procurement, an Affected Person must deliver a Written protest to the CPCA Manager within seven (7) 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 must 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 to Protest.** No protest shall be considered under this section if it is 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 Board shall issue a Written disposition of the protest in a timely manner. If the protest is upheld in whole or in part, the County shall not enter into a sole-source Contract.
- (5) **Judicial Review.** Judicial review of the decision in subsection (4) above shall be in accordance with ORS 279B.420.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.075

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, before seeking judicial review, an Affected Offeror must file a Written protest with the CPCA Manager and exhaust all administrative remedies.
- (2) **Basis for Protest.** An Affected Offeror may 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 mistake in evaluating the Offeror's 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 must 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 County 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 must deliver a Written protest to the CPCA Manager 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 must specify the grounds upon which the protest is based.
- (5) **Response to Protest.** The CPCA Manager 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 CPCA Manager shall issue a Written disposition of the protest in a timely manner. If the CPCA Manager upholds the protest, in whole or in part, the CPCA Manager may in his or her sole discretion either issue an Addendum under Rule 47-0430 reflecting the disposition of the protest or cancel the Procurement or Solicitation under Rule 47-0660.

- (6) **Judicial Review.** Judicial review of the decision relating to a multi-tiered or multistep Solicitation protest shall be in accordance with ORS 279B.420.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

47-0730 Protests and Judicial Review of Solicitations

- (1) **Purpose.**
- (a) A prospective Offeror may protest the Procurement process or the Solicitation Document for a Contract solicited under Rules 47-0255, 47-0260 and 47-0285. Before seeking judicial review, a prospective Offeror must file a Written protest with the CPCA Manager and exhaust all administrative remedies.
 - (b) **Contract-Specific Special Procurements.** Notwithstanding subsection 1(a) of this Rule, a Person may not protest, challenge, or review a Contract-Specific Special Procurement except upon the occurrence of the conditions set forth in ORS 279B.405(2)(b).
- (2) **Delivery.** Unless otherwise specified in the Solicitation Document, a prospective Offeror must deliver a Written protest to the CPCA Manager not less than ten (10) Days prior to Closing.
- (3) **Content of Protest.** In addition to the information required by ORS 279B.405(4), a prospective Offeror's Written protest shall include a statement of the 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) **Response to Protest.** The CPCA Manager 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 CPCA Manager shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4). The CPCA Manager shall issue a Written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the CPCA Manager upholds the protest, in whole or in part, the CPCA Manager may in his or her sole discretion either issue an Addendum reflecting its disposition under Rule 47-0430 or cancel the Procurement or Solicitation under Rule 47-0660.
- (5) **Extension of Closing.** If the CPCA Manager receives a protest from a prospective Offeror in accordance with this Rule, the CPCA Manager may extend Closing if the CPCA Manager 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 clarification of any provision of the Solicitation Document. Any such request shall be in Writing and any response shall also be in Writing and shall be included in an Addendum to the Solicitation Document.
- (7) **Judicial Review.** Judicial review of the decision relating to a Solicitation protest shall be in accordance with ORS 279B.405.

Stat. Auth.: ORS 279A.065 & ORS 279B.405

Stats. Implemented: ORS 279B.405

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 nonresponsive;
 - (B) The contracting agency has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the Solicitation materials;
 - (C) The contracting agency has abused its discretion in rejecting the protestor's bid or Proposal as nonresponsive; or
 - (D) The contracting agency's evaluation of bids or Proposals or the contracting agency's subsequent determination of Award is otherwise in violation of these Rules.
- (2) **Exhaustion of Remedies.** An Offeror must file a Written protest with the CPCA Manager and exhaust all administrative remedies before seeking judicial review of the Contract Award decision.
- (3) **Delivery.** Unless otherwise specified in the Solicitation Document, an Offeror must deliver a Written protest to the CPCA Manager within seven (7) Days after the Award of the Contract or issuance of the notice of intent to Award the Contract, whichever occurs first.
- (4) **Content of Protest.** An Offeror's Written protest shall specify the grounds for the protest to be considered by the CPCA Manager.
- (5) **Response to Protest.** The CPCA Manager 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 CPCA Manager shall issue a Written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the CPCA Manager upholds the protest, in whole or in part, the CPCA Manager may in his or her sole discretion either Award the Contract to the successful protestor or cancel the Procurement or solicitation.
- (6) **Judicial Review.** Judicial review of the decision relating to a Contract Award protest shall be in accordance with ORS 279B.415.

Stat. Auth.: ORS 279A.065 & ORS 279B.410

Stats. Implemented: ORS 279B.410 & ORS 279B.415

47-0745 Protests and Judicial Review of Qualified Products List Decisions

- (1) **Purpose.** A prospective Offeror may protest the decision to exclude the prospective Offeror's Goods from the County's qualified products list under Rule 47-0525. A prospective Offeror must file a Written protest and exhaust all administrative remedies before seeking judicial review of the Department's qualified products list decision.
- (2) **Delivery.** Unless otherwise stated in the Department's notice to prospective Offerors of the opportunity to submit Goods for inclusion on the qualified products list, a prospective Offeror must deliver a Written protest to the Department within seven (7) Days after issuance of the 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 must specify the grounds upon which the protest is based.

- (4) **Response to Protest.** The CPCA Manager 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 notice to prospective Offerors of the opportunity to submit Goods for inclusion on the qualified products list. The CPCA Manager shall issue a Written disposition of the protest in a timely manner. If the CPCA Manager upholds the protest, it shall include the successful protestor's Goods on the qualified products list.
- (5) **Judicial Review.** Judicial review of the decision relating to a qualified products list protest shall be in accordance with ORS 279B.425.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.115

47-0750 Judicial Review of Other Violations

Any violation of these Rules or ORS chapter 279A or 279B by the County 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.420

47-0760 Review of Prequalification and Debarment Decisions

Review of the County's prequalification and Debarment decisions shall be as set forth in ORS 279B.425.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.425

47-0800 Contract Amendments

- (1) An amendment for additional Work or product which is reasonably related to the scope of Work under the original Contract, including change orders, extra Work, field orders, or other change in the original Specifications that increases the original Contract Price, may be made with the Contractor without Competitive Bidding subject to the following conditions:
 - (a) The original Contract was let by Competitive Bidding or alternative Procurement process and unit prices or additive alternates were provided that established the cost basis for the additional Work or product and a binding obligation exists on the parties covering the terms and conditions of the additional Work; or
 - (b) The original Contract was let pursuant to a declaration of Emergency, in accordance with Rule 47-0280; or
 - (c) The additional Work is required by reason of existing regulations or ordinances of federal, state or local agencies, dealing with the prevention of environmental pollution and the preservation of natural resources, that affect performance of the original Contract and such regulations or ordinances, as provided in ORS 279.318, either were not cited in the original Contract or were enacted or amended after submission of the successful Bid or Proposal; or
 - (d) A Department shall have authority to authorize increases resulting from amendments to a Contract provided that the total of all such increases shall not exceed 20 percent of the

original Contract Price. Increases in excess of this limit shall be approved by the Board prior to authorization of performance of the Work.

- (e) If the original Contract required the Contractor to provide a performance and payment bond, and the Department has terminated the Contract and notified the surety of such termination, the Department may allow the Contractor's surety an opportunity to provide a substitute contractor to complete performance of the original Contract. Such substitute performance, and any Contract that makes a substitute contractor subject to the terms of the original Contract, is not an Award of a Public Contract for purposes of ORS 279.015(1), shall not be subject to the competitive Procurement provisions of ORS 279.005 to 279.111.
- (2) **Renegotiated Contract.** A Department may renegotiate the terms and conditions, including the Contract Price, of a Contract without additional competition and amend a Contract if it is Advantageous to the Department subject to the following conditions:
- (a) The amended Contract is within the Scope of the Solicitation Document, or if no Solicitation Document, the Contract, or in the instance of a Special Procurement the approval of Special Procurement;
 - (b) A Department must determine that, with all things considered, the renegotiated Contract is at least as favorable to the Department as the original Contract; and
 - (c) The renegotiated Contract will not have a total term greater than allowed in the original Solicitation Document, Contract or approval of a Special Procurement after combining the initial and extended terms. For example, a one-year Contract, 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. Also, if multiple Contracts with a single Contractor are restated as a single Contract, the term of the single Contract may not have a total term greater than the longest term of any of the prior Contracts.
 - (d) If a Contractor offers a lower price in exchange for a change in term or condition that was expressly rejected in the original solicitation, the amended Contract may be structured with this changed term as an optional, but not as a mandatory Contract term.
 - (e) If the Contract is the result of a Cooperative Procurement, the amended Contract may not materially change the terms, conditions, and prices of the original Contract.
- (3) **Small or Intermediate Contract.** The County may amend a Contract Awarded as small or Intermediate Procurement pursuant to subsections (1) or (2) of this Rule, provided also the total Contract price does not exceed the limits set forth in Rule 47-0265(4) for small Procurements and Rule 47-0270(5) for Intermediate Procurements.
- (4) **Emergency Contract.** A Department may amend a Contract Awarded as an Emergency Procurement if the Emergency justification for entering into the Contract still exists, and the amendment is necessary to address the continuing Emergency.
- (5) **Price Agreements.** A Department may amend or terminate a Price Agreement as follows:
- (a) As permitted by the Price Agreement;
 - (b) As permitted by this Rule; or
 - (c) If the circumstances set forth in ORS 279B.140(2) exist.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

DIVISION 48 CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, LAND SURVEYING AND RELATED SERVICES CONTRACTS

48-0100 Application

The Rules in this Division 48 implement ORS Chapter 279C and apply to the screening and selection of Architects, Engineers, Land Surveyors, and Providers of Related Services under Contracts, and set forth the procedures through which Departments select Consultants to perform Architectural, Engineering and Land Surveying Services and Related Services.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065

48-0110 Definitions

The definitions for this Division 48 are found in Division 46, except the following definitions apply only to this Division 48:

- (1) **Architect.** 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 to 671.220, and includes without limitation the terms “architect,” “licensed architect” and “registered architect.
- (2) **Architectural, Engineering and Land Surveying Services.** Professional services that are required to be performed by an architect, engineer or land surveyor.
- (3) **Agreement-To-Agree.** A Written document of understanding negotiated between a Department and the Consultant for the provision of services on a single Project, or on more than one (1) project, which contains contract clauses that will apply to future Contracts during its term to be established through Work orders and which will incorporate the required and applicable clauses of the Agreement-To-Agree. Agreement-To-Agree documents are also referred to as Price Agreements.
- (4) **Consultant.** An Architect, Engineer, Land Surveyor, or provider of Related Services. A Consultant includes a business entity that employs Architects, Engineers, Land Surveyors or providers of Related Services, or any combination of the foregoing.
- (5) **Design-Build.** An alternative contracting method for the construction of Public Improvements where construction and design services are combined in a single Contract.
- (6) **Direct Appointment or Direct Appointment Procedure.** The Consultant selection method provided for under Rule 48-0200.
- (7) **Engineer.** 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 to 672.325, and includes all terms listed in ORS 672.002 (2)
- (8) **Estimated Fee.** A Department’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. The Estimated Fee shall not be used as a basis to resolve other public contracting issues.
- (9) **Formal Selection Procedure.** The Consultant selection method provided for under Rule 48-0220.

- (10) **Informal Selection Procedure.** The Consultant selection method provided for under Rule 48-0210.
- (11) **Land surveyor.** 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 (4).
- (12) **Mixed Contract.** A Contract that requires the Consultant to perform certain Architectural, Engineering and Land Surveying Services and Related Services and also to provide the Department with other kinds of Supplies and Services; the classification of a Mixed Contract as a Contract for Architectural, Engineering and Land Surveying Services and Related Services is determined by the Mixed Contract's predominate purpose. For a Mixed Contract to be considered a Contract for Architectural, Engineering and Land Surveying Services and Related Services, the majority of the payments made or received under the Mixed Contract shall be for Architectural, Engineering and Land Surveying Services and Related Services.
- (13) **Project.** All components of a Department's planned undertaking that gives rise to the need for a Consultant's Architectural, Engineering and Land Surveying Services and Related Services under a Contract.
- (14) **Proposer.** A Consultant who submits a Proposal to a Department in response to a Request for Proposals.
- (15) **Related services.** Personal services, other than architectural, engineering and land surveying services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, environmental impact studies, hazardous substances or hazardous waste or toxic substances testing services, wetland delineation studies, wetland mitigation studies, Native American studies, historical research services, endangered species studies, rare plant studies, biological services, archaeological services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representative services or land-use planning services.
- (16) **Request for Qualifications or RFQ.** A Written document issued by a Department to which Consultants respond with a description of their experience with and qualifications for the Architectural, Engineering and Land Surveying Services and Related Services described in the RFQ and from which the Department creates a list of Consultants who are qualified to perform those services, but which is not intended to result in a Contract between a Consultant and a Department.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065

48-0120 List of Interested Consultants; Performance Record

- (1) Consultants who are interested in providing Architectural, Engineering and Land Surveying Services and Related Services may annually submit a statement describing their qualifications and related performance information to Departments' office addresses. Departments may use this information to create a list of prospective Consultants and which will be updated at least once every five years.
- (2) Departments may compile and maintain a record of each Consultant's performance under contracts with the particular Department, including information obtained from Consultants

during an exit interview. Upon request and in accordance with the Oregon Public Records Law (ORS 192.410 to ORS 192.505) Departments may make available copies of the records.

- (3) Departments shall keep a record of all Contracts and shall make these records available to the public consistent with the requirements of the Oregon Public Records Law (ORS 192.410 to 192.505). Departments shall include the following information in the record:
 - (a) Consultant's principal office address and all office addresses in the State of Oregon;
 - (b) Consultant's direct expenses on each Contract whether or not those direct expenses are reimbursed. "Direct expenses" include all amounts that are directly attributable to Consultant's services performed under each Contract, including personnel travel expenses, and that would not have been incurred but for the services being performed. The record shall include all personnel travel expenses as a separate and identifiable expense on the Contract; and
 - (c) The total number of Contracts awarded to each Consultant over the immediately preceding 10-year period from the date of the record.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

48-0130 Applicable Selection Procedures; Pricing Information

- (1) Departments selecting Consultants to perform Related Services shall follow one of the following selection procedures:
 - (a) When selecting a Consultant on the basis of qualifications alone, Departments shall follow the applicable selection procedure under Rule 48-0210 (Informal Selection Procedure), Rule 48-0220 (Formal Selection Procedure) or Rule 48-0200 (Direct Appointment Procedure).
 - (b) When selecting a Consultant on the basis of price and qualifications, Departments shall follow the applicable selection procedure under Rule 48-0210 (Informal Selection Procedure), Rule 48-0220 (Formal Selection Procedure) or Rule 48-0200 (Direct Appointment Procedure). For these types of selections, Departments may request and consider a Proposer's pricing policies, Proposals and other pricing information submitted with a Proposal as part of the evaluation.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

48-0200 Direct Appointment Procedure

- (1) Departments may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these Rules if:
 - (a) The Estimated Fee to be paid under the Contract does not exceed \$10,000; or
 - (b) The Architectural, Engineering and Land Surveying Services and Related Services to be performed under the Contract:
 - (A) Consist of, or are related to, Architectural, Engineering and Land Surveying Services and 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 and Land Surveying Services and Related Services rendered under the earlier Contract; and

- (B) The Department used either the Formal Selection Procedure under Rule 48-0220 or the Formal Selection Procedure applicable to selection of the Consultant at the time of selection, to select the Consultant for the earlier Contract.
- (2) The Departments may select Consultants for Contracts under this Rule from the following sources:
 - (a) The County's current list of Consultants;
 - (b) A list of Consultants from another public jurisdiction; or
 - (c) Consultants offering the required Architectural, Engineering and Land Surveying Services and Related Services that Departments reasonably can identify under the circumstances.
 - (3) If the County estimates that the fee for the Work will not exceed \$10,000, then, except for Work described in subsection (1)(b)(A) of this section, the Direct Appointment shall be made to an MBE, WBE or ESB Consultant certified by the State of Oregon for the type or Work required unless such Consultant is not available. A Consultant shall be considered "not available" if Consultants certified by the State for the type of Work required who are located within 75 miles from the place where the Contract is to be performed, have been advised of the opportunity, have been given a reasonable period of time under the circumstances to respond and have failed or declined to respond. In such event, a Direct Appointment then may be made to any other qualified Consultant.
 - (4) A Direct Appointment under this Rule shall be competitive to the extent practicable and may be based on criteria which include but are not limited to the Consultant's availability, capabilities, staffing, experience, and compensation requirements and the location of the project.
 - (5) The Department shall direct Negotiations with Consultants selected under this Rule toward obtaining Written agreement on:
 - (a) Consultant's performance obligations and performance schedule;
 - (b) Payment methodology and a maximum amount payable to Contractor for the Architectural, Engineering and Land Surveying Services and Related Services required under the Contract that is fair and reasonable to the Department as determined solely by the Department, taking into account the value, scope, complexity and nature of the Architectural, Engineering and Land Surveying Services and Related Services; and
 - (c) Any other provisions the Department believes to be in the Department's best interest to negotiate.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C110 and ORS 279C.115

48-0210 Informal Selection Procedure

- (1) Departments may use the Informal Selection Procedure described in this Rule to obtain a Contract if the Estimated Fee is expected to not exceed \$75,000.
 - (a) Proposals shall be solicited from a minimum of three (3) Consultants.

- (b) Of the three Proposals sought, one must be obtained from an MBE, one from a WBE, and one from an ESB.
 - (c) If a Proposal is not available in a particular category from an MBE, WBE, or ESB Consultant certified by the State of Oregon for the type of work required, an additional Proposal shall be obtained from one of the other categories. If three Proposals are not available from all of the categories combined, the remaining Proposal(s) may be obtained from any other Consultant.
 - (d) A Proposal shall be "not available" in a specific category if all Consultants in that category ((MBE, WBE, or ESB) certified by the State in that category and located within 75 miles from the place where the Contract is to be performed, have been advised of the contracting opportunity, have been given a reasonable period of time under the circumstances to submit a Proposal, and have failed or declined to provide a Proposal within the time specified.
- (2) Departments using the Informal Selection Procedure shall:
- (a) Create a Request for Proposals that includes at a minimum the following:
 - (A) A description of the Project for which Consultant's Architectural, Engineering and Land Surveying Services and Related Services are needed and a description of the Architectural, Engineering and Land Surveying Services and Related Services that will be required under the resulting Contract;
 - (B) 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) Date and time Proposals are due and other directions for submitting Proposals;
 - (E) A statement that Proposers responding to the RFP do so solely at their expense, and the Department is not responsible for any Proposer expenses associated with the RFP;
 - (F) A statement directing Proposers to the protest procedures set forth in these Rules; and
 - (G) Criteria upon which most qualified Consultant will be selected. Selection Criteria may include:
 - (i) Amount and type of resources and number of experienced staff Consultant has available to perform the Architectural, Engineering and Land Surveying Services and Related Services described in the Request for Proposals 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 and Land Surveying Services and Related Services;
 - (ii) Proposed management techniques for the Architectural, Engineering and Land Surveying Services and Related Services described in the Request for Proposals;
 - (iii) Consultant's capability, experience and past performance history and record in providing similar Architectural, Engineering and Land Surveying Services and Related Services, including but not limited to quality of Work, ability to meet schedules, cost control methods and Contract Administration practices;

- (iv) Approach to Architectural, Engineering and Land Surveying Services and Related Services described in the Request for Proposals and design philosophy, if applicable;
 - (v) Proposer's geographic proximity to and familiarity with the physical location of the Project;
 - (vi) Volume of Work, if any, previously awarded to Proposer, 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) Ownership status and employment practices regarding Women, minorities and Emerging Small Businesses or historically underutilized businesses; and
 - (viii) Pricing policies, Proposals and other pricing information.
- (b) Review and rank all Proposals received according to the criteria set forth in the Request for Proposals.
- (3) After it reviews and ranks each Proposer, the Department will begin negotiating a Contract with the highest ranked Proposer. The Department shall direct Negotiations toward obtaining Written agreement on:
 - (a) Consultant's performance obligations and performance schedule;
 - (b) Payment methodology and a maximum amount payable to Contractor for the Architectural, Engineering and Land Surveying Services and Related Services required under the Contract that is fair and reasonable to the Department as determined solely by the Department, taking into account the value, scope, complexity and nature of the Architectural, Engineering and Land Surveying Services and Related Services; and
 - (c) Any other provisions the Department believes to be in the Department's best interest to negotiate.
- (4) The Department shall, either orally or in Writing, formally terminate Negotiations with the highest ranked Proposer if the Department and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Department may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, until Negotiations result in a Contract. If Negotiations with any of the top three (3) Proposers do not result in a Contract within a reasonable amount of time, the Department 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 Rule 48-0220 (Formal Selection Procedure).
- (5) The Department shall terminate the Informal Selection Procedure and proceed with the Formal Selection Procedure under Rule 48-0220 if the scope of the anticipated Contract is revised during Negotiations so that the Estimated Fee will exceed \$75,000. Notwithstanding the foregoing, the Department may continue Contract Negotiations with the Proposer selected under the Informal Selection Procedure if the Department makes Written determinations that contracting with that Proposer will:
 - (a) Promote efficient use of the Department's resources and result in substantial cost savings to the Department; and

- (b) 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.
- (6) The Department shall comply with applicable preferences for recycled materials, pursuant to Rule 46-0320.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070
 Stats. Implemented: ORS 279C.110

48-0220 Formal Selection Procedure

- (1) **General.** Subject to Rule 48-0130 (Applicable Selection Procedures; Pricing Information), Departments shall use the Formal Selection Procedure described in this Rule to select Consultants if the Consultants cannot be selected under either Rule 48-0200 (Direct Appointment Procedure) or under Rule 48-0210 (Informal Selection Procedure). The Formal Selection Procedure may otherwise be used at Departments' discretion. For architectural, engineering or related services Contracts that are subject to the provisions of ORS 279C.110(2) because the County is receiving funds from the State of Oregon that will be used to pay for all or a portion of the design and construction of the project, the Department shall follow the selection process set forth in ORS 279C.110.
- (2) **Advertisement.** Departments using the Formal Selection Procedure shall obtain Contracts through public advertisement of a Request for Proposals or a Request for Qualifications followed by a Request for Proposals.
 - (a) Advertisement of each RFP and RFQ shall be in accordance with the requirements of Rule 47-0300.
 - (A) CPCA shall publish the advertisement within a reasonable time before the deadline for the Proposal submission or response to the RFQ but in any event no fewer than fourteen (14) Days before the Closing date set forth in the RFP or RFQ.
 - (B) CPCA shall include a brief description of the following items in the advertisement:
 - (i) The Project;
 - (ii) A description of the Architectural, Engineering and Land Surveying Services and Related Services the Department seeks;
 - (iii) How and where Consultants may obtain a copy of the RFP or RFQ; and
 - (iv) The deadline for submitting a Proposal or response to the RFP or RFQ.
- (3) **Request for Qualifications Procedure.** Departments may use the RFQ procedure to evaluate potential Consultants and establish a short list of qualified Consultants to whom the Department may issue an RFP for some or all of the Architectural, Engineering and Land Surveying Services and Related Services described in the RFQ.
 - (a) The Department shall include the following, at a minimum, in each RFQ:
 - (A) A brief description of the Project for which the Department is seeking Consultants;
 - (B) A description of the Architectural, Engineering and Land Surveying Services and Related Services the Department seeks for the Project;
 - (C) The deadline for submitting a response to the RFQ;

- (D) A description of required Consultant qualifications for the Architectural, Engineering and Land Surveying Services and Related Services the Department seeks;
 - (E) The RFQ evaluation criteria, including weights or points applicable to each criterion;
 - (F) A statement whether or not the Department will hold a pre-qualification meeting for all interested Consultants to discuss the Project and the Architectural, Engineering and Land Surveying Services and Related Services described in the RFQ and if a pre-qualification meeting will be held, the date, time and location of the meeting and whether or not attendance is mandatory; and
 - (G) A Statement that Proposers responding to the RFQ do so solely at their expense, and the Department is not responsible for any Proposer expenses associated with the RFQ.
- (b) The Department may include a request for any or all of the following in each RFQ:
- (A) A statement describing Consultant's general qualifications and related performance information;
 - (B) A description of Consultant's specific qualifications to perform the Architectural, Engineering or Land Surveying Services or Related Services described in the RFQ including Consultant's available resources and recent, current and projected workloads;
 - (C) A list of similar Architectural, Engineering and Land Surveying Services and Related Services and references concerning past performance, and a copy of all records, if any, of Consultant's performance under Contracts with any other Department;
 - (D) The number of Consultant's experienced staff available to perform the Architectural, Engineering and Land Surveying Services and Related Services described in the RFQ, including such personnel's specific qualifications and experience and an estimate of the proportion of their time that such personnel would spend on those services;
 - (E) Approach to Architectural, Engineering and Land Surveying Services and Related Services described in the RFQ and design philosophy, if applicable;
 - (F) Proposer's geographic proximity to and familiarity with the physical location of the Project;
 - (G) Ownership status and employment practices regarding Women, minorities and Emerging Small Businesses or historically underutilized businesses;
 - (H) Any other information the Department deems reasonable and necessary to evaluate Consultants' qualifications; and
 - (I) Pricing policies, Proposals and other pricing information.
- (c) **RFQ Evaluation Committee.** The Department shall establish an RFQ evaluation committee of at least three (3) individuals to review, score, and rank the responding Consultants according to the Solicitation criteria. The Department may appoint to the evaluation committee, Department employees, or employees of other public entities, with experience in architecture, engineering, or land surveying, Related Services, construction or public contracting. The Department may include on the evaluation committee private

practitioners of architecture, engineering, land surveying or related professions. The Department shall designate one (1) member of the evaluation committee from the County as the evaluation committee chairperson.

- (d) The Department may use any reasonable screening or evaluation method to establish a short list of qualified Consultants, including but not limited to:
 - (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.
 - (e) After the evaluation committee reviews, scores and ranks the responding Consultants, the Department shall establish a short list of at least three (3) qualified Consultants, provided however, that if four or fewer Consultants responded to the RFQ, then:
 - (A) The Department may establish a short list of fewer than three (3) qualified Consultants; or
 - (B) CPCA may cancel the RFQ and issue an RFP.
 - (f) No Consultant will be eligible for placement on the Department's short list established under Section (3) of this Rule if the Consultant or any of Consultant's principals, partners or associates is a member of the Department's RFQ evaluation committee.
 - (g) Except when the RFQ is cancelled, CPCA shall provide a copy of the subsequent RFP to each Consultant on the short list.
- (4) **Formal Selection of Consultants Through Request for Proposals.** Departments shall use the following procedure when issuing an RFP for a Contract described in Section (1) of this Rule.
- (a) **RFP Required Contents.** Departments using the Formal Selection Procedure shall include at least the following in each Request for Proposals, 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 and Land Surveying Services and 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 or Land Surveying Services or Related Services sought will be performed.
 - (B) The RFP evaluation process and criteria which will be used to select the most qualified Proposer, including the number of points applicable to each criterion. If the RFP does not indicate the applicable number of points, then each criterion is worth the same number of points. Evaluation criteria may include, but are not limited to, the following:
 - (i) Proposer's availability and capability to perform the Architectural, Engineering and Land Surveying Services and Related Services described in the RFP;

- (ii) Experience of Proposer's key staff persons in providing similar Architectural, Engineering and Land Surveying Services and Related Services on comparable Projects;
 - (iii) The amount and type of resources, and number of experienced staff persons Proposer has available to perform the Architectural, Engineering and Land Surveying Service, and Related Services described in the RFP;
 - (iv) The recent, current and projected workloads of the staff and resources referenced in this Section;
 - (v) The proportion of time Proposer estimates that the staff referenced in this Section, would spend on the Architectural, Engineering and Land Surveying Services and Related Services described in the RFP;
 - (vi) Proposer's demonstrated ability to successfully complete similar Architectural, Engineering and Land Surveying Services and Related Services on time and within budget, including whether or not there is a record of satisfactory performance under Rule 48-0120 (List of Interested Consultants; Performance Record);
 - (vii) References and recommendations from past clients;
 - (viii) Proposer's performance history in meeting deadlines, submitting accurate estimates, producing high quality Work, and meeting financial obligations;
 - (ix) Status and quality of any required license or certification;
 - (x) Proposer's knowledge and understanding of the Project and Architectural, Engineering and Land Surveying Services and Related Services described in the RFP as shown in Proposer's approach to staffing and scheduling needs for the Architectural, Engineering and Land Surveying Services and 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 and Land Surveying Services and Related Services described in the RFP;
 - (xiii) Any other criteria relevant to the Project and Architectural, Engineering and Land Surveying Services and Related Services described in the RFP, including, where the nature and budget of the Project so warrant, a design competition between competing Proposers;
 - (xiv) 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; and
 - (xv) If interviews are possible, the weight or points applicable to the potential interview;
- (C) The RFP shall include at a minimum the following provisions:
- (i) The date and time Proposals are due, and the delivery location for Proposals;
 - (ii) Reservation of the right to seek clarifications of each Proposal;

- (iii) Reservation of the right to negotiate a final Contract that is in the best interest of the County;
 - (iv) Reservation of the right to reject any or all Proposals and reservation of the right to cancel the RFP at anytime if doing either would be in the public interest;
 - (v) A Statement that Proposers responding to the RFP do so solely at their expense, and the County is not responsible for any Proposer expenses associated with the RFP;
 - (vi) A statement directing Proposers to the protest procedures set forth in these Rules;
 - (vii) Any other special Contract requirements;
 - (viii) A statement whether or not a pre-Proposal meeting will be held for all interested Consultants to discuss the Project and the Architectural, Engineering and Land Surveying Services and 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;
 - (ix) A request for any other information reasonably necessary to permit the County to evaluate, rank and select the most qualified Proposer to perform the Architectural, Engineering and Land Surveying Services and Related Services described in the RFP;
 - (x) A sample form of the Contract; and
 - (xi) Pricing policies, Proposals and other pricing information.
- (5) **RFP Evaluation Committee.** The Department shall establish a committee of at least three (3) 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 Department may include the same members who served on the RFQ evaluation committee. The Department may appoint to the evaluation committee, Department employees, or employees of other public agencies, with experience in architecture, engineering, land surveying, related services, construction or public contracting.
- (6) No Proposer will be eligible for Award of the Contract under the RFP if the Proposer or any of Proposer's principals, partners or associates is a member of the RFP evaluation committee for the Contract.
- (7) 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 up to the number of points indicated in the RFP for the anticipated interview.
- (8) The evaluation committee shall provide to the CPCA Manager the results of the scoring and ranking for each Proposer.
- (9) **Initial Negotiations.** The Department will begin negotiating a Contract with the highest ranked Proposer. The Department shall direct Negotiations toward obtaining Written agreement on:
- (a) Consultant's performance obligations and performance schedule;
 - (b) Payment methodology and a maximum amount payable to Contractor for the Architectural, Engineering and Land Surveying Services and Related Services required

under the Contract that is fair and reasonable to the Department as determined solely by the Department, taking into account the value, scope, complexity and nature of the Architectural, Engineering and Land Surveying Services and Related Services; and

- (c) Any other provisions the Department believes to be in the Department's best interest to negotiate.

- (10) **Subsequent Negotiations.** The Department shall, either orally or in Writing, formally terminate Negotiations with the highest ranked Proposer if the Department and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Department may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, in accordance with subsection 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 Department may determine to end the particular formal Solicitation. In such event, CPCA shall issue an appropriate notice of the Department's decision. Nothing in this Rule precludes the County from proceeding with a new formal Solicitation for the same Architectural, Engineering and Land Surveying Services and Related Services described in the RFP that failed to result in a Contract.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

48-0230 Ties Among Proposers

- (1) If the County 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 County may select a candidate through any process that the County believes will result in the best value for the County, taking into account the scope, complexity and nature of the Architectural, Engineering, and Land Surveying Services and Related Services. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of the Department and Proposers and shall protect the integrity of the public contracting process. Once a tie is broken, the County and the selected Proposer shall proceed with Negotiations under Rules 48-0210(3) or 48-0220(4)(c), as applicable.
- (2) If a County 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 equal in terms of price or are equal in terms of price and qualifications, then the County shall follow the procedure set forth in Rule 46-0300.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

48-0240 Protest Procedures

- (1) **RFP Protest and Request for Change.** 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) 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 CPCA Manager will not consider any protest or request for change that is submitted after the submission deadline.
- (2) **Protest of Consultant Selection.** The CPCA Manager shall provide notice to all Proposers of intent to Award the Contract 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 CPCA Manager no later than seven (7) 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 and Land Surveying Services and Related Services described in the RFP. The CPCA Manager will not consider any protest that is submitted after the submission deadline.

- (3) **Decision.** The CPCA Manager shall resolve all timely submitted protests within a reasonable time following receipt of the protest and once resolved, shall promptly issue a Written decision on the protest to the Proposer who submitted the protest.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065, ORS 279C.110

48-0250 RFP or RFQ Cancellation; Costs

The CPCA Manager may cancel a Solicitation or reject all Proposals or responses to RFPs or RFQs, or any combination of the foregoing, without liability to the County at anytime after issuing an RFP or RFQ, if it is in the public interest to do so. Consultants responding to either RFPs or RFQs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs or RFQs.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065

48-0310 Contract Reinstatements; Effect of Material Alteration or Delay of Project

- (1) **Compensation.** When a Contract expires and is reinstated pursuant to this Rule, the County may compensate the Consultant for Architectural, Engineering and Land Surveying and Related Services performed in the interim between the expiration of the original Contract and the reinstatement.
- (2) **Agreement-to-Agree Reinstatement.** When an Agreement-To-Agree expires and is reinstated pursuant to this Rule, the County may compensate the Consultant for Architectural, Engineering and Land Surveying and Related Services performed under a Contract resulting from a Work order issued under the Agreement-To-Agree, during the time period between the expiration of the Agreement-To-Agree and the reinstatement.
- (3) **Reasons.** Contracts or Agreements-To-Agree may be reinstated for any of the following reasons:
 - (a) When an administrative error or oversight is discovered, the Department may submit, for approval by the CPCA Manager, an Amendment to reinstate the Contract; or
 - (b) If the project for which the Consultant has been selected and awarded becomes inactive, or is terminated, whether due to project phasing, and insufficient appropriations, separately or combined, the Department may, if the project is reactivated, retain the same Consultant to complete the Architectural, Engineering and Land Surveying and Related Services required under the Contract if the Department makes Written Findings that retaining the Consultant:

- (A) Is not likely to encourage favoritism or substantially diminish competition in the awarding of Architectural, Engineering and Land Surveying and Related Services Contracts;
 - (B) Will result in substantial cost savings to the County; and
 - (C) Is in the best interest of the County.
- (4) **Effect of Material Alteration or Delay of Project.** If the Department delays or delays and then materially alters a Project for which the County has entered into a Contract, and the Contract has expired or been terminated, the County may enter into a Contract with the same Consultant to perform either the same Architectural, Engineering and Land Surveying and Related Services described in the Contract or Architectural, Engineering and Land Surveying and Related Services as amended to reflect the Department's material alteration of the Project if no more than one year has passed since expiration or termination of the Contract and the Department makes Written Findings that entering a Contract with Consultant:
- (a) Will promote efficient use of public funds and resources and result in substantial cost savings;
 - (b) Will not encourage favoritism in the contracting process; and
 - (c) Will not substantially diminish competition for future Contracts with Consultants.

Stat. Auth.: ORS 279A.050; ORS 279A.065(5)(a); and ORS 279A.070

Stats. Implemented: ORS 279A.065, ORS 279A.070, ORS 279C.110, and ORS 279A.140

48-0320 Special Contract Processes

- (1) Consultants for Agreements-To-Agree shall be selected, and the Department shall obtain Architectural, Engineering and Land Surveying and Related Services by selecting a Consultant or Consultants in the following manner:
 - (a) The Department selects one (1) or more Consultants under the applicable provisions of Rules 48-0200, 48-0210, or 48-0220.
 - (b) The Department develops documents that include a specific Statement of Work for each anticipated Contract under the Agreement-To-Agree document.
 - (c) When the Department selects more than one (1) Consultant under the Agreement-To-Agree Solicitation process, the Department shall identify a standard in the Solicitation Document and the Agreement-to-Agree to be used in assigning particular Architectural, Engineering and Land Surveying and or Related Services under the Agreements-To-Agree.
- (2) Design-Build Contracts involve the provision of both design and construction services for Public Improvements under one (1) Contract. Under most circumstances, Design-Build Contracts are Mixed Contracts with the predominate purpose of the Contract involving construction of the Public Improvement. If the predominate purpose of the Contract is to obtain Architectural, Engineering and Land Surveying and Related Services, selection may proceed under these Division 48 Rules. Otherwise, the selection process will require an Exemption from Competitive Bidding under Division 49, unless the Design-Build Contract is to be awarded to the Responsible Bidder submitting the lowest Responsive Bid.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110 and ORS 279C.115

48-0330 Contract Amendments

- (1) The County may amend any Contract if the County, in its sole discretion, determines that the amendment is within the scope of services contemplated under the RFP and that the amendment would not materially impact the field of competition for the services described in the RFP. In making this determination, the Department 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 RFP if the Department reasonably believes that the number of Proposers would not significantly increase if the RFP were re-issued to include the additional services.
- (2) The County 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, that affect performance of the original Contract.
- (3) All amendments to Contracts must be in Writing, must be Signed by an authorized representative of the Consultant and the Department.
- (4) A Department shall have authority to authorize increases resulting from amendments to a Contract provided that the total of all such increases shall not exceed 20 percent of the original Contract Price. Increases in excess of this limit shall be approved by the Board prior to authorization of performance of the Work.

DIVISION 49 GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION SERVICES

49-0100 Application

- (1) These Division 49 Rules apply to Public Improvement Contracts.
- (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).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

49-0110 Policies

In addition to the general Code policies set forth in ORS 279A.015, the ORS 279C.300 policy on competition and the ORS 279C.305 policy on least-cost for Public Improvements apply to these Division 49 Rules.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.300 & ORS 279C.305

49-0130 Competitive Bidding Requirement

A Department shall solicit Bids for Public Improvement Contracts by Invitation to Bid, except as otherwise allowed or required pursuant to ORS 279C.335 on Competitive Bidding exceptions and Exemptions, 279A.030 on federal law overrides or 279A.100 on affirmative action. Also see Rule 49-0600 to 49-0690 regarding the use of Alternative Contracting Methods and the Exemption process.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

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, other than Emergency Contracts regulated under ORS 279C.335(5) and Rule 49-0150, may be procured and amended as general Trade Services under the provisions of Division 47 rather than under the provisions of these division 49 Rules.
- (2) **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 (ORS 279C.440, 445 and 450); Legal Actions (ORS 279C.460 and 465); Required Contract Conditions (ORS 279C.505, 515, 520 and 530); Hours of Labor (ORS 279C.540 and 545); Retainage (ORS 279C.550, 560 and 565); Subcontracts (ORS 279C.580); Action on Payment Bonds (ORS 279C.600, 605, 610, 615, 620 and 625); Termination (ORS 279C.650, 650, 660 and 670); and all of the Prevailing Wage Rates requirements (ORS 279C.800 to 870) for Public Works Contracts.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.320

49-0150 Emergency Contract Procedure; Waiver of Bond Requirements

- (1) **Emergency Procedure.** In the event of an Emergency that requires prompt execution of a Public Contract for Emergency construction or repair Work the procedures in Rules 47-0280 and 47-0800(4) shall be followed.
- (2) **Waiver of Bond Requirements.** The Emergency declaration may also state that the County waives the requirement of furnishing a performance bond and payment bond for the Emergency Contract. If the declaration so provides, bonding requirements are excused for the Procurement.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335(5) and 279C.380(4)

49-0160 Informal Quotes and Amendments

- (1) **General.** Public Improvement Contracts estimated by the Department not to exceed \$75,000, or not to exceed \$50,000 in the case of Contracts for highways, bridges and other transportation projects, may be Awarded in accordance with Intermediate Procurement procedures for competitive Quotes established by this Rule. A Procurement may not be artificially divided or fragmented so as to constitute an Intermediate Procurement under this Rule or to circumvent Competitive Bidding requirements.
- (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.** Departments shall utilize Written requests for Quotes for all projects estimated by the Department to exceed \$25,000. Written request 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 Department shall state any additional selection criteria and, if the criteria are not of equal value, their relative value.
- (4) **Number of Quotes; Record Required.** Departments may let Public Improvement Contracts between \$5,000 and the limits set forth in subsection (1) of this Rule for trade-related projects, *i.e.*, construction, maintenance, repair, or similar labor and materials Contracts without formal Competitive Bidding if the Contract is for a single project and is not a component of or related to any other project during the fiscal year and the requirements of this subsection are met. When the amount of the Contract does not exceed \$5,000 and the Contract otherwise meets the requirements of this section, Departments are exempt from Competitive Bidding; however, Departments shall where practicable, obtain Informal Quotes. When the amount of the Contract is more than \$5,000 but equal to or less than the limits set forth in subsection (1) of this Rule, Quotes shall be solicited in the following manner:
 - (a) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide a Quote. If three (3) Quotes are not available, a lesser number will suffice provided a Written record is made of the effort to obtain the Quotes.
 - (b) Of the three (3) Quotes provided for in the previous subsection, one (1) must be obtained from an MBE, one (1) from a WBE, and one (1) from an ESB. More than three (3) Quotes may be solicited providing that the additional Quotes are solicited from MBEs, WBEs and ESBs. Additional Quotes shall not be solicited except as provided in the following subsection.

- (c) If a Quote is not available in a particular category from an MBE, WBE, or ESB Contractor certified by the State of Oregon for the type of Work required, an additional Quote shall be obtained from one (1) of the other categories. If three (3) Quotes are not available from all of the categories combined, the remaining Quote(s) may be obtained from any other contractor. A Quote shall be "not available" in a specific category (MBE, WBE, or ESB) if all contractors certified by the State in that category and located within 75 miles from the place where the Contract is to be performed, have been advised of the contracting opportunity, have been given a reasonable period of time under the circumstances to make a Quote, and have failed to provide a Quote within the time specified.
- (d) If three (3) Quotes are not reasonably available from all sources, the Department shall make a Written record of the effort made to obtain those Quotes.
- (5) **Award.** If Awarded, the Department shall Award the Contract to the prospective contractor whose Quote will best serve the interests of the Department, taking into account price and any other selection criteria included in the Solicitation. If Award is not made to the Offeror offering the lowest price, the Department shall make a Written record of the basis for Award and place the record in the Procurement File.
- (6) **Price Increases.** Public Improvement Contracts obtained by competitive Quotes may be increased above the initial amount of Award by Department issuance of a Change to the Work or Amendment, pursuant to Rule 49-0910, within the following limitations:
 - (a) A Department shall have authority to authorize increases resulting from all amendments to a Contract up to 20 percent of the original Contract Price, except for Contracts for the renovation or remodeling of a building in which case the aggregate increase resulting from all amendments shall not exceed 33 percent of the initial Contract Price. The CPCA Manager shall have authority to approve increases in excess of these limits so long as the total Contract amount does not exceed \$100,000 for Public Improvement Contracts or \$50,000 in the case of Contracts for highways, bridges and other transportation projects. Increases in excess of these limits shall be approved by the Board prior to authorization of performance of the Work.
- (7) The limitations in the previous section shall not apply where the unit prices or additive alternates were provided that established the cost basis for the additional Work or product and a binding obligation exists on the parties covering the terms and conditions of the additional Work, or, the additional Work is required by reason of existing regulations or ordinances of federal, state or local agencies, dealing with the prevention of environmental pollution and the preservation of natural resources, that affect performance of the original Contract and such regulations or ordinances, as provided in ORS 279.318, either were not cited in the original Contract or were enacted or amended after submission of the successful Bid or Proposal.

Stat. Auth.: ORS 279A.065

Stats. Implemented: Sections 132, 133 and 332a, Ch. 794 Oregon Laws 2003. Temporary provisions relating to competitive Quotes were not codified but compiled as Legislative Counsel notes following ORS 279C.410.

49-0200 Solicitation Documents for Invitations to Bid and Requests for Proposals

- (1) **Solicitation Document.** 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 Department's representatives at the conference are not binding upon the County unless confirmed by Written Addendum.
- (C) The deadline for submitting mandatory prequalification applications and the class or classes of Work for which Offerors must be prequalified if prequalification is a requirement;
- (D) The name and title of the Department Person 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 must 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 Rule 49-0300 regarding Facsimile Bids or Proposals and Rule 49-0310 regarding Facsimile Bids and Proposals);
- (F) The time, date and place of Opening;
- (G) The time and date of Closing after which the County will not accept Offers, which time shall be not less than five (5) Days after the date of the last publication of the advertisement. Although a minimum of five (5) Days is prescribed, Departments are encouraged to use at least a 14 Day Solicitation period when feasible. If the Department is issuing an ITB that may result in a Public Improvement Contract with a value in excess of \$100,000, CPCA shall designate a time of Closing consistent with the first-tier subcontractor disclosure requirements of ORS 279C.370(1)(b) and Rule 49-0360. For timing issues relating to Addenda, see Rule 49-0250;
- (H) The office where the Specifications for the Work may be reviewed;
- (I) A statement that each Bidder to an ITB must 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. 276a), a statement that no Offer will be received or considered by the Department 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.840 or 40 U.S.C. 276a.";
- (K) A statement that the Department will 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 Rule 49-0230;
- (L) Whether a Contractor or a subcontractor under the Contract must 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);
 - (N) How the County will notify Offerors of Addenda and how the County will make Addenda available (See Rule 49-0250); and
 - (O) When applicable, instructions and forms regarding First-Tier Subcontractor Disclosure requirements, as set forth in Rule 49-0360.
- (b) Evaluation Process:
- (A) A statement that the County may reject any Offer not in compliance with all prescribed public contracting procedures and requirements, and may reject for good cause all Offers upon the County's finding that it is in the public interest to do so;
 - (B) The anticipated Solicitation schedule, deadlines, protest process and evaluation process;
 - (C) Evaluation criteria, including the relative value applicable to each criterion, that the Department will 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 Rule 49-0620), along with the process the Department will use to determine acceptability of the Work;
 - (i) If the Solicitation Document is an Invitation to Bid, any special price evaluation factors shall be set forth 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, 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 upon information the Department has available concerning future use;
 - (ii) If the Solicitation Document is a Request for Proposals, the Department shall refer to the additional requirements of Rule 49-0650; and
- (c) **Contract Provisions.** The Solicitation Document shall include all Contract terms and conditions, including warranties, insurance and bonding requirements, that the Department considers appropriate for the Public Improvement project. The Solicitation Document must 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; 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 to 279C.870);
- (O) Fee paid to BOLI (ORS 279C.830);
- (P) Retainage (ORS 279C.550 to 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 to 701.055 before the subcontractors commence Work under the Contract.

(2) Assignment or Transfer Restricted. The Solicitation and the Contract shall also provide that:

- (a) The Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or in part, without the prior Written consent of the County.
- (b) Unless otherwise agreed by the County in Writing, such consent shall not relieve the Contractor of any obligations under the Contract and any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract.
- (c) If the County 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 County for complete performance of the Contract as if no

such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.110(4), ORS 279A.120, ORS 279C.365, ORS 279C.370, ORS 279C.390, ORS 279C.505 to 580, ORS 279C.605, ORS 305.385, ORS 468A.720, ORS 701.005 & ORS 701.055

49-0210 Notice and Advertising Requirements; Posting

- (1) **Notice and Distribution Fee.** Notice shall be given 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. CPCA may charge a fee or require a deposit for the Solicitation Document. CPCA 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 County Procurements;
 - (b) Placing Notice on the CPCA web site; and
 - (c) Placing Notice on ORPIN.
- (2) **Advertising.** Pursuant to ORS 279C.360 and this Rule, CPCA shall advertise every Solicitation for competitive Bids or competitive Proposals for a Public Improvement Contract.
 - (a) CPCA may publish by Electronic Advertisement. In addition CPCA may publish the advertisement for Offers in a newspaper of general circulation in the area where the Contract is to be performed and in as many additional issues and publications as CPCA may determine to be necessary or desirable to foster and promote competition.
 - (b) In addition to the publication required under subsection 2(a), the CPCA shall publish an advertisement for Offers in at least one (1) trade newspaper of general statewide circulation if the Contract is for a Public Improvement with an estimated cost in excess of \$75,000.
 - (c) 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 must file applications for prequalification, if prequalification is a requirement, and the class or classes of Work for which Persons must be prequalified;
 - (D) The scheduled Closing date, which shall not be less than five Days after the date of the last publication of the advertisement;
 - (E) The name and address of the CPCA Manager;
 - (F) The scheduled Opening; and
 - (G) If applicable, that the Contract is for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276(a)).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.360 & ORS 200.035

49-0220 Prequalification of Offerors

- (1) **Mandatory Prequalification.** A Department may require mandatory prequalification of Offerors for contracts to construct Public Improvements or to perform Public Works on forms prescribed by CPCA. Applications for Prequalification shall be received by the Department not less than ten (10) Days prior to the Solicitation Closing date unless otherwise provided in the Solicitation Document. A Department shall indicate in the Solicitation Document if it will require mandatory prequalification. Mandatory prequalification is when a Solicitation Document conditions a Person's submission of an Offer upon the Person's prequalification. The CPCA Manager shall not consider an Offer from a Person that is not prequalified if the Department required prequalification.
- (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 County.
- (3) **Standards for Prequalification.** A Person may prequalify by demonstrating to the Department's satisfaction that the Person meets the standards of responsibility under Rule 49-0390(2).
- (4) **Notice Of Denial.** If a Person fails to prequalify for a mandatory prequalification, CPCA shall notify the Person, specifying the reasons under subsection (3) of this Rule for denial of prequalification and informing the Person of the right to appeal and the right to a hearing under ORS 279C.445 and 279C.450.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.430 & ORS 279C.435

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

- (1) **Construction Contracts.** The CPCA Manager 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 CPCA Manager 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 contractors license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the Offer is made.
- (3) **Noncomplying Entities.** The CPCA Manager shall deem an Offer received from a Person that fails to comply with this Rule nonresponsive 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 agencies.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 671.530 & ORS 701.055

49-0240 Pre-Offer Conferences

- (1) **Purpose.** The County 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 County 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 an offering firm is present.
- (3) **Scheduled time.** If the County 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 a County representative at the pre-Offer conference do not change the Solicitation Document unless the County confirms such statements with a Written Addendum to the Solicitation Document.
- (5) **Department Announcement.** The County must set forth notice of any pre-Offer conference in the Solicitation Document in accordance with Rule 49-0200(1)(a)(B).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365 and 279C.370

49-0250 Addenda to Solicitation Documents

- (1) **Issuance; Receipt.** The CPCA Manager 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 CPCA Manager otherwise specifies in the Addenda or in the Solicitation Document.
- (2) **Notice and Distribution.** The CPCA Manager shall notify prospective Offerors of Addenda consistent with the standards of Notice set forth in Rule 49-0210(1). The Solicitation Document shall specify how the CPCA Manager will provide notice of Addenda and how the CPCA Manager will make the Addenda available (see, Rule 49-0200(1)(a)(N)). For example, "The CPCA Manager will not mail notice of Addenda, but will publish notice of any Addenda on CPCA Website. Addenda may be downloaded off the CPCA Website. Offerors should frequently check the CPCA Website 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.** The CPCA Manager shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The CPCA Manager may extend the Closing date if the CPCA Manager determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by public interest, the Department shall not issue Addenda less than five (5) Days 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 Rule 49-0260, by the close of the next Business Day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under Rule 49-0260, whichever date is later. The CPCA Manager shall consider only an Offeror's request for change or protest to the Addendum; the CPCA Manager 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 receipt of request for change or protests as set forth in Rule 49-0260(2) and (3).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.395 & ORS 279A.065

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 CPCA Manager clarify any provision of the Solicitation Document. The CPCA Manager's clarification to an Offeror, whether orally or in Writing, does not change the Solicitation Document and is not binding on the County unless the CPCA Manager 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 must deliver the Written request for change to the CPCA Manager 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 must deliver a Written protest on those matters to the CPCA Manager 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) **County Response.** The CPCA Manager is not required to consider an Offeror's request for change or protest after the deadline established for submitting such request or protest. The

CPCA Manager shall provide notice to the applicable Person if it entirely rejects a protest. If the CPCA Manager agrees with the Person's request or protest, in whole or in part, the CPCA Manager shall either issue an Addendum reflecting its determination under Rule 49-0260 or cancel the Solicitation under Rule 49-0270.

- (5) **Extension of Closing.** If the CPCA Manager receives a Written request for change or protest from an Offeror in accordance with this Rule, the CPCA Manager may extend Closing if the CPCA Manager determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.345 & ORS 279C365

49-0270 Cancellation of Solicitation Document

- (1) **Cancellation in the Public Interest.** The CPCA Manager may cancel a Solicitation for good cause if the CPCA Manager finds that cancellation is in the public interest. The reasons for cancellation shall be made part of the Procurement File.
- (2) **Notice of Cancellation.** If the CPCA Manager cancels a Solicitation prior to Opening, the CPCA Manager shall provide Notice of cancellation in accordance with Rule 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 CPCA Manager cancels a Solicitation prior to Offer Opening, the CPCA Manager 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 CPCA Manager shall open the Offer to determine the source and then return it to the Offeror.
 - (b) **After Offer Opening.** If the CPCA Manager cancels a Solicitation after Offer Opening, the CPCA Manager shall retain all such Offers as part of the Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.395

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, the Offer is always a "Firm Offer," i.e., the Offer shall be held open by the Offeror for acceptance for the period specified in Rule 49-0410. The Award of the Contract to a Bidder constitutes acceptance of the Offer and binds the Offeror to the Contract.
 - (b) 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 Rule 49-0650 on Requests for Proposals and Rule 49-0290 on Bid or Proposal Security.

- (2) **Responsive Offer.** The County 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 Rule 49-0650, an Offeror shall not make an Offer contingent upon the 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 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 Proposals permits Proposal of alternative terms under Rule 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 County in Writing.
- (5) **Instructions.** An Offeror shall submit and Sign its Offer in accordance with the Solicitation Document. An Offeror shall initial and submit any correction or erasure to its Offer prior to the Closing in accordance with the requirements for submitting an Offer under the Solicitation Document.
- (6) **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.
- (7) **Documents.** An Offeror shall provide the County with all documents and Descriptive Literature required under the Solicitation Document.
- (8) **Facsimile or Electronic Submissions.** If the County permits Facsimile or Electronic Offers in the Solicitation Document, the Offeror may submit Facsimile or Electronic Offers in accordance with the Solicitation Document. The CPCA Manager shall not consider Facsimile or Electronic Offers unless authorized by the Solicitation Document.
- (9) **Product Samples and Descriptive Literature.** A Department 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 Department will 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 County, whichever is applicable.
 - (b) The County is not responsible for Offers submitted in any manner, 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 CPCA receives its Offer at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365 & ORS 279C.375

49-0290 Bid or Proposal Security

- (1) **Security Amount.** If the Department requires Bid or Proposal security, it shall be not more than 10% or less than 5% of the Offeror's Bid or Proposal, consisting of the base Bid or Proposal together with all additive alternates. A Department shall not use Bid or Proposal security to discourage competition. The Solicitation Document shall clearly state any Bid or Proposal security requirements. 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(4) and ORS 279C.385.
- (2) **Requirement for Bid Security (Optional for Proposals).** Unless the County has exempted a Solicitation or class of Solicitations from Bid security pursuant to ORS 279C.390, the Solicitation Document shall require Bid security for Solicitation of Bids for Public Improvements. The Solicitation Document may require Bid security even if the County has exempted a class of Solicitations from Bid security. The County may require Proposal security in RFPs when Award of a Public Improvement Contract may be made without negotiation following receipt of a Firm Offer as described in Rule 49-0280(1)(b). See ORS 279C.400(5).
- (3) **Form of Bid or Proposal Security.** Only the following forms of Bid or Proposal security may be accepted:
 - (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 CPCA Manager shall return or release the Bid or Proposal security of all unsuccessful Offerors after a Contract has been fully executed and all required bonds have been provided, or after all Offers have been rejected. The CPCA Manager 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 (3) lowest Bids, or the Proposers with the three (3) highest scoring Proposals, is retained pending execution of a Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.385 & ORS 279C.390

49-0300 Facsimile Bids and Proposals

- (1) **Department Authorization.** The CPCA Manager may authorize Offerors to submit Facsimile Offers. If Bid or Proposal security is or will be required, Facsimile Offers shall not be authorized unless a method has been established for receipt of such security. Prior to authorizing the submission of Facsimile Offers, the CPCA Manager shall determine that equipment and personnel are available which are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the CPCA Manager 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 Facsimile Offer for Bids or Proposals are authorized, the following provisions shall be included in the Solicitation Document (other than in a request for Quotes):

- (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 County 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 must 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 County reserves the right to Award the Contract solely on the basis of the Facsimile Offer. However, upon the County's request the apparent successful Offeror shall promptly submit its complete original Signed Offer";
- (e) The data and compatibility characteristics of the County'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 County 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365

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 in accordance with Rule 49-0280, unless otherwise specified in the Solicitation Document. Any modification must 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 County 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 County may release an unopened Offer withdrawn under subsection 2(a) 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 CPCA Manager shall include all documents relating to the modification or withdrawal of Offers in the appropriate Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.360(2), ORS 279C.365, ORS 279C.375 & ORS 279C.395

49-0330 Receipt, Opening and Recording of Offers; Confidentiality of Offers

- (1) **Receipt.** CPCA shall mechanically time-stamp or hand-mark each Offer and any modification upon receipt. CPCA shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If CPCA for any reason opens an Offer or a modification prior to the Opening, CPCA shall return the Offer or modification to its secure and confidential state until Opening and shall document the resealing for the Procurement File (e.g., "CPCA opened the Offer due to improper identification of the Offer").
- (2) **Opening and Recording.** CPCA shall publicly open Offers including any modifications made to the Offer pursuant to Rule 49-0320. In the case of Invitations to Bid, to the extent practicable, CPCA shall read aloud the name of each Bidder, the Bid price(s), and such other information as CPCA considers appropriate. In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, CPCA will not read Offers aloud.
- (3) **Availability.** After Opening, CPCA shall make Bids available for public inspection, but Proposals shall not be subject to disclosure until after notice of intent to Award is issued. In any event CPCA 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 to 646.475. To the extent such designation is not in accordance with applicable law, those portions shall be made available for public inspection. The Offeror shall separate information designated as confidential from other nonconfidential information at the time of submitting its Offer. Prices, makes, model 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.375 & ORS 279C.395

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. CPCA shall not consider late Offers, withdrawals or modifications except as permitted in Rule 49-0350.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.375 & ORS 279C.395

49-0350 Mistakes

- (1) **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors, CPCA should carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.
- (2) **Department Treatment of Mistakes.** CPCA shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If CPCA discovers certain mistakes in an Offer after Opening, but before Award of the Contract, CPCA may take the following action:
 - (a) 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) 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 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 a 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). In the event of a discrepancy, unit prices shall prevail over extended prices.
 - (c) Permit an Offeror to withdraw an Offer based on one (1) 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 permission to withdraw the Offer is not granted;
 - (G) That the County's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the County or the public; and
 - (H) That the Offeror promptly gave notice of the claimed error to the County.
- (d) The criteria in subsection (2)(c) of this Rule shall determine whether the County will permit an Offeror to withdraw its Offer after Closing. These criterion also shall apply to the question of whether the County will permit an Offeror to withdraw its Offer without forfeiture of its Bid bond (or other Bid or Proposal security), or without liability to the County based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded by the County, 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.** CPCA 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375 & ORS 279C.395

49-0360 First-Tier Subcontractors; Disclosure and Substitution

- (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 Department to exceed \$100,000, all Bidders shall submit to the Department 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) Five 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 CPCA shall:
- (a) Set the Bid Closing on a Tuesday, Wednesday or Thursday, and at a time between 2 p.m. and 5 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 in the Solicitation Document.
- (3) **Bidder Instructions and Disclosure Form.** For the purposes of this Rule, the Solicitation shall:
- (a) Prescribe the disclosure form that must 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 when the Contract value for a Public Improvement is greater than \$100,000 (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% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

- 1. The subcontractor's name,
- 2. The category of Work that the subcontractor would be performing, and
- 3. 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 disclosure form.

THE COUNTY SHALL REJECT A BID AS NONRESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see PCRB Rule 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 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 shall not be considered for Contract Award.
- (6) **CPCA.Role.** CPCA shall obtain, and make available for public inspection, the disclosure forms required by this Rule. CPCA shall also provide copies of disclosure forms to the Bureau of Labor and Industries. CPCA is not required to determine the accuracy or completeness of the information provided on disclosure forms.
- (7) **Substitution.** Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585, the Solicitation Document and the Contract. Departments shall accept Written submissions filed under that statute as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585 and provisions of the Solicitation Document and Contract, Departments do 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.370, ORS 279C.585, ORS 279C.590 & ORS 279C.835

49-0370 Disqualification of Persons

- (1) **Authority.** The CPCA Manager may disqualify a Person from consideration of Award of the County's Contracts after providing the Person with notice and a reasonable opportunity to be heard in accordance with these Rules.
- (2) **Standards for Disqualification.** The CPCA Manager 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 Department to be so serious as to justify Conduct Disqualification. A violation under this subsection (2)(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) The Person does not carry workers' compensation or unemployment insurance as required by statute.
 - (f) Violation of ORS 279A.110(1).
- (3) **Notice of Intent to Disqualify.** The CPCA Manager 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 County intends to disqualify the Person;
 - (b) Set forth the reasons for the Disqualification;
 - (c) Include a statement that the Person shall have a right to appeal the notice of intent to disqualify and have a hearing in accordance with Rule 49-0455 and a statement of the time within which an appeal must be filed.
 - (d) Include a reference to the particular sections of the statutes and rules involved;
 - (e) State the proposed Disqualification period; and
 - (f) State that the Person may be represented by legal counsel at the hearing.
- (4) **Hearing.** The CPCA Manager shall schedule a hearing upon receipt of the Person's timely request. The CPCA Manager 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 prior to hearing.
- (5) **Notice of Disqualification.** The CPCA Manager will notify the Person in Writing of its Disqualification, personally or by registered or certified mail, return receipt requested. The notice must 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. For a Conduct Disqualification, the Disqualified Person must notify the CPCA Manager in Writing within three (3) Days after receipt of the notice of Disqualification if the Person intends to appeal the decision.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 200.065, ORS 200.075, ORS 279C.440, ORS 279C.445, ORS 279C.450 & ORS 279A.110

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 Rule 49-0390 and Rules 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 County 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 Department, 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 Department, for the purpose of comparing Bids. The estimated quantity of the Procurement to be used for determination of the low Bidder shall be specified in the Solicitation Document. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price shall govern. See Rule 49-0350(2)(b).
- (3) **Proposal Evaluation Criteria.** If the Board has exempted the Procurement of a Public Improvement from the Competitive Bidding requirements of ORS 279C.335(1), and has directed that an Alternative Contracting Method under ORS 279C.335(3) be used, the evaluation criteria shall be set forth in the Solicitation Documents. See, Rule 49-0650, ORS 279C.335 and 279C.405.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

49-0390 Offer Evaluation and Award; Determination of Responsibility

- (1) **General.** If Awarded, CPCA 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. CPCA 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.

- (2) **Determination of Responsibility.** Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, CPCA must have information that indicates that the Offeror meets the standards of responsibility. To be a Responsible Offeror, the Department must determine that the Offeror:
- (a) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the Offeror to meet all contractual responsibilities;
 - (b) Has a satisfactory record of contract performance. CPCA 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, CPCA should determine whether the Offeror's deficient performance was expressly excused under the terms of contract, or whether the Offeror took appropriate corrective action. CPCA may review the Offeror's performance on both private and Public Contracts in determining the Offeror's record of contract performance. CPCA shall make its basis for determining an Offeror not Responsible under this paragraph part of the Procurement File;
 - (c) Has a satisfactory record of integrity. An Offeror may lack integrity if CPCA determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Department. CPCA 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 Rule 49-0370 may be used to determine an Offeror's integrity. CPCA shall make its basis for determining that an Offeror is not Responsible under this paragraph part of the Procurement File;
 - (d) Is qualified legally to contract with the County; and
 - (e) Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Offeror fails to promptly supply information requested by the Department concerning responsibility, CPCA shall base the determination of responsibility upon any available information, or may find the Offeror not Responsible.
- (3) **Department Evaluation.** The Department shall evaluate an Offer only as set forth in the Solicitation Document and in accordance with applicable law. The Department shall not evaluate an Offer using any other requirement or criterion.
- (4) **Offeror Submissions.**
- (a) The Department 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 prior to Award 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 Department shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation Document to determine that a product is acceptable. The Department shall reject an Offer providing any product that does not meet the Solicitation

Document requirements. Rejection of an Offer because it offers nonconforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.

- (5) **Evaluation of Bids.** The Department shall use only objective criteria to evaluate Bids as set forth in the ITB. The Department shall evaluate Bids to determine which Responsible Offeror offers the lowest Responsive Bid.
 - (a) **Nonresident Bidders.** In determining the lowest Responsive Bid, the Department shall, in accordance with Rule 46-0310, 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, a Department 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 must submit Written and Signed clarifications and such clarifications shall become part of the Bidder's Bid.
- (6) **Evaluation of Proposals.** See Rule 49-0650 regarding Rules applicable to Requests for Proposals.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279C.365, ORS 279C.375 & ORS 279C.395

49-0400 Documentation of Award; Availability of Award Decisions

- (1) **Basis of Award.** After Award, the Department shall make a record showing the basis for determining the successful Offeror part of the Procurement File.
- (2) **Contents of Award Record for Bids.** The 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 Rule 49-0650, the 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 Solicitation Document permitted Negotiations in accordance with Rule 49-0650, the Department's completed evaluation of the initial Proposals and the Department's completed evaluation of final Proposals.
- (4) **Contract Document.** The Department 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 CPCA shall provide Bid tabulations or evaluation summaries of Proposals for a nominal charge to be determined by the CPCA Manager. Requests must contain the Solicitation Document number and, if requested, be accompanied by a self-addressed, stamped envelope. CPCA may also provide tabulations of Bids and Proposals Awarded on the CPCA Website.

- (6) **Availability of Procurement Files.** CPCA shall make completed Procurement Files available for public review at the CPCA office.
- (7) **Copies from Procurement Files.** Any Person may obtain copies of material from Procurement Files upon payment of a reasonable charge.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365 & ORS 279C.375

49-0410 Time for Department Acceptance; Extension

- (1) **Time for Offer Acceptance.** An Offeror's Bid, or Proposal submitted as a Firm Offer, is irrevocable, valid and binding on the Offeror for not less than 30 Days from Closing unless otherwise specified in the Solicitation Document.
- (2) **Extension of Acceptance Time.** CPCA may request, orally or in Writing, that Offerors extend, in Writing, the time during which the County 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375

49-0420 Negotiation With Bidders Prohibited

- (1) **Bids.** Except as permitted by Rule 49-0430, a Department shall not negotiate with any Bidder prior to Contract Award. After Award of the Contract, the Department and Contractor may modify the Contract only by change order or amendment to the Contract in accordance with Rule 49-0860.
- (2) **Requests for Proposals.** A Department may conduct Discussions or Negotiations with Proposers only in accordance with the requirements of Rule 49-0650.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.340 & ORS 279C.375

49-0430 Negotiation When Bids Exceed Cost Estimate

- (1) **Generally.** If all Responsive Bids from Responsible Bidders on a competitively Bid Project exceed the Department's Cost Estimate, prior to Contract Award the Department 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 Department's Cost Estimate. The subcontractor disclosure and substitution requirements of Rule 49-0360 do not apply to Negotiations under this Rule.
- (2) **Definitions.** The following definitions apply to this Rule:
 - (a) **Cost Estimate.** The Department'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 Worksheets, where available, and otherwise consisting of formal planning or budgetary documents.
 - (b) **Other Options.** Those items generally considered appropriate for negotiation in the RFP process, relating to the details of Contract performance as specified in Rule 49-0650, but excluding any material requirements previously announced in the Solicitation process that would likely affect the field of competition.

- (c) **Project.** A Public Improvement.
 - (d) **Value Engineering.** 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 which 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 County, shall be excluded from consideration.
 - (4) **Scope of Negotiations.** CPCA 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 Department 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 resolicitation of trade subcontracts.
 - (5) **Discontinuing Negotiations.** The Department may discontinue Negotiations at any time, and shall do so if it appears to the Department 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.
 - (7) **Public Records.** To the extent that a Bidder's records used in Contract Negotiations 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 192.410 to 192.505.

Stat. Auth.: ORS 279C.340 & ORS 279A.065
 Stats. Implemented: ORS 279C.340

49-0440 Rejection of Offers

- (1) **Rejection of an Offer.**
 - (a) CPCA shall 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) CPCA shall reject an Offer upon a finding that the Offer:
 - (A) Is contingent upon 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 Solicitation Document or in contravention of applicable law;

- (D) Offers Work or Goods that fail to meet the Specifications of the Solicitation Document;
 - (E) Is late;
 - (F) Is not in substantial compliance with the Solicitation Documents;
 - (G) Is not in substantial compliance with all prescribed public Solicitation procedures.
- (c) CPCA shall reject an Offer upon a finding that the Offeror:
- (A) Has not been prequalified and the Solicitation Document required mandatory prequalification;
 - (B) Has been Disqualified;
 - (C) Has been declared ineligible under ORS 279C.860 by the Commissioner of 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 subsection (3) of this Rule;
 - (H) Is not Responsible. See Rule 49-0390(2) regarding determination that the Offeror has met statutory standards of responsibility.
- (2) **Form of Business.** For purposes of this Rule, CPCA 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 Rule 49-0370.
- (3) **Rejection of all Offers.** CPCA may reject all Offers for good cause upon a Written finding it is in the public interest to do so. If CPCA determines it is in the public interest to reject all offers Written notice shall be given to all Offerors.
- (4) **Criteria for Rejection of All Offers.** CPCA 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) CPCA cancels the Solicitation in accordance with Rule 49-0270; or

- (f) Any other circumstance indicating that Awarding the Contract would not be in the public interest.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375, ORS 279C.380, ORS 279C.395, ORS 279A.105 & ORS 279A.110

49-0450 Protest of Contractor Selection, Contract Award

- (1) **Purpose.** An adversely affected or aggrieved Offeror must exhaust all avenues of administrative review and relief before seeking judicial review of the 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 Rule 49-0650, the CPCA Manager shall provide Written notice to all Proposers of the determination of the Proposers included in the Competitive Range. The 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 CPCA Manager 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 CPCA Manager shall provide Written notice to all Offerors of the intent to Award the Contract. The Award shall not be final until the later of the following:
 - (a) Seven (7) Days after the date of the notice, unless the Solicitation Document provided a different period for protest; or
 - (b) The CPCA Manager provides a Written response to all timely-filed protests that denies the protest and affirms the Award.
- (4) **Right to Protest Award.**
 - (a) An adversely affected or aggrieved Offeror may submit to the CPCA Manager a Written protest of the intent to Award within seven (7) 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 must be in Writing and must specify the grounds upon 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 must claim that all lower Bidders or higher-scored Proposers are ineligible for Award:
 - (A) Because their Offers were nonresponsive; or
 - (B) In making the Award, there was 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 CPCA Manager 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 a 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 CPCA Manager a Written protest of the decision to exclude the Proposer from the Competitive Range within seven (7) 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 Rule 49-0650.)
 - (b) The Proposer's protest shall be in Writing and must specify the grounds upon 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 must 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) In excluding the Proposer from the Competitive Range, there was 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 CPCA Manager 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 a 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 CPCA Manager may settle or resolve a Written protest submitted in accordance with the requirements of this Rule.
 - (7) **Decision.** If a protest is not settled or resolved, the CPCA Manager shall promptly issue a Written decision on the protest.
 - (8) **Award.** The successful Offeror shall promptly execute the Contract after the Award is final. The County shall execute the Contract only after all required documents and approvals have been obtained.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375, ORS 279C.380, ORS 279C.385 & ORS 279C.460

49-0460 Performance and Payment Security; Waiver

- (1) **Public Improvement Contracts.** Unless the required performance bond is waived under ORS 279C.380(1)(a), excused in cases of Emergency under ORS 279C.380(4), or unless the Board 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 Department a performance bond and a payment bond each in a sum equal to the Contract Price for all Public Improvement Contracts.

- (2) **Other Construction Contracts.** A Department 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.** If a performance bond is required, the Department shall accept only a performance bond furnished by a surety company authorized to do business in Oregon. The Department 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 must 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 must promptly furnish the required performance security upon the Department's request. If the Offeror fails to furnish the performance security as requested, the County 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 County's discretion, the Offeror shall forfeit its Bid or Proposal security.
- (5) **Public Improvement Contracts Under \$75,000.** Departments may waive performance bond requirements if the amount of the Contract for the Public Improvement is less than \$75,000.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375, ORS 279C.380 & ORS 279C.390

49-0470 Substitute Contractor

If the Contractor provided a performance bond, the Department 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 Chapter 279C.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.370, ORS 279C.375, ORS 279C.380 & 279C.390

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 County. The Department shall satisfy itself that the above requirements have been complied with before it authorizes issuance of final payment on the Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.120

49-0600 Purpose

Rules 49-0600 to 49-0690 are intended to provide guidance regarding the use of Alternative Contracting Methods for Public Improvement Contracts, as may be directed by the Board under ORS 279C.335. Those methods include, but are not limited to, Design-Build, Energy Savings Performance Contract (ESPC) and Construction Manager/General Contractor (CM/GC) forms of contracting. As to ESPC

contracting, Rules 49-0600 to 49-0690 implement the requirements of ORS 279C.335 pertaining to the adoption of Rules governing the procedures for entering into ESPCs.

Stat. Auth.: ORS 279C.335, 279A.065 & 351.086

Stats. Implemented: ORS 279C.335, 279A.065 & 351.086

49-0610 Definitions for Alternative Contracting Methods

The following definitions shall apply to Rules 49-0600 to 49-0690, unless the context requires otherwise:

- (1) **Alternative Contracting Methods** means innovative Procurement techniques for obtaining Public Improvement Contracts, utilizing processes other than the traditional method of Design-Bid-Build (with Award 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 lowest Responsive, Responsible Bidder, 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 Rules 49-0600 to 49-0690, as well as other developing techniques such as general "performance contracting" and "cost plus time" contracting, for which procedural requirements are identified under Rules 49-0600 to 49-0690.
- (2) **Construction Manager/General Contractor (or "CM/GC")** means a form of Procurement that results in a Public Improvement Contract for a Construction Manager/General Contractor to undertake project team involvement with design development; constructability reviews; value engineering, scheduling, estimating and subcontracting services; establish a Guaranteed Maximum Price to complete the Contract Work; act as General Contractor; hold all subcontracts, self-perform portions of the Work as may be allowed by the County under the CM/GC Contract; coordinate and manage the building process; provide general Contractor expertise; and act as a member of the project team along with the Department, architects, engineers and other consultants. CM/GC also refers to a Contractor under this form of Contract, sometimes known as the "Construction Manager at Risk."
- (3) **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 Department, and manages both design and construction. In this form of Contract, a single Person provides the Department with all of the services necessary to both design and construct the project.
- (4) **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 Rules 49-0600 to 49-0690, 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 Rules 49-0600 to 49-0690.
- (5) **Energy Savings Guarantee** means the energy savings and performance guarantee provided by the ESCO under an ESPC Procurement, which guarantees to the County 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 County 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 County after final completion of the design and construction phase), and the term of the energy savings and performance guarantee.

- (6) **Energy Savings Performance Contract (or "ESPC")** means a Public Improvement Contract between the County 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.
- (7) **Guaranteed Maximum Price (or "GMP")** means the total maximum price provided to the County by the Contractor, and accepted by the County, that includes all reimbursable costs of and fees for completion of the Contract Work, as defined by the Public Improvement Contract, except for material changes in the scope of Work. It may also include particularly identified contingency amounts.
- (8) **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.
- (9) **Project Development Plan** means a secondary phase of services 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.
- (10) **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 Department; 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.
- (11) **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 Department 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335 & ORS 279A.065

49-0620 Use of Alternative Contracting Methods

- (1) **Competitive Bidding Exemptions.** ORS Chapter 279C requires a Competitive Bidding process for Public Improvement Contracts unless a statutory exception applies, a class of Contracts has been exempted or an individual Contract has been exempted in accordance with ORS 279C.335 and any applicable PCRB Rules. Use of Alternative Contracting Methods may be directed by a the Board as an exception to the prescribed public contracting practices in Oregon, and their use must be justified in accordance with the Code and Rules 49-0600 to 49-0690. See Rule 49-0630 regarding required Findings and restrictions on class Exemptions.
- (2) **Energy Savings Performance Contracts.** Unlike other Alternative Contracting Methods covered by Rules 49-0600 to 49-0690, ESPCs may be exempted from the Competitive Bidding process for Public Improvement Contracts pursuant to ORS 279C.335, upon compliance with the procedures set forth in Rule 49-0600 to 49-0690 related to the Solicitation, negotiation and contracting for ESPC services.
- (3) **Post-Project Evaluation.** ORS 279C.355 requires that the County prepare a formal post-project evaluation of Public Improvement projects in excess of \$100,000 for which the Competitive Bidding process was not used. The purpose of this evaluation is to determine whether it was actually in the County's best interest to use an Alternative Contracting Method. For each such project, the Department shall prepare and deliver the evaluation required by ORS 279C.335 to the Board within 30 Days of the date the Department "accepts" the Public Improvement project, as 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 Work. ORS 279C.355 describes the timing and content of this evaluation, with three required elements:
 - (a) Financial information, consisting of cost estimates, any Guaranteed Maximum Price, 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.

Stat. Auth.: ORS 279C.335 & 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065, ORS 279C.355 & ORS 351.086

49-0630 Findings, Notice and Hearing

- (1) **Cost Savings Factors.** When Findings are required under ORS 279C.335 to exempt a Contract or class of Contracts from Competitive Bidding requirements, the "substantial cost savings" criterion at ORS 279C.335(2)(b) allows consideration of the type, cost, amount of the Contract, number of Entities available to Bid, and "such other factors as may be deemed appropriate", and, if the Public Improvement relates to the operation, maintenance or construction of highways, bridges and other transportation facilities, that the exemption will result in substantial cost savings to the County or to the public.
- (2) **Required Information.** Likewise, the statutory definition of "Findings" at ORS 279C.330 means the justification for a Board conclusion that includes, "but is not limited to," information regarding eight identified areas: Operational, budget and financial data, public benefits, value

engineering, specialized expertise required, public safety, market conditions, technical complexity, and funding sources.

- (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” requirement may be addressed by a combination of:
 - (a) Specified Findings that address the factors and other information specifically identified by statute, including an analysis or reasonable forecast of future cost savings as well as present cost savings; 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.
- (4) **Favoritism and Competition.** The criteria at ORS 279C.335(2)(a) that it is “unlikely” that the Exemption will “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 made based upon identified selection criteria and an opportunity to protest the Award.
- (5) **Class Exemptions.** In making the Findings supporting a class Exemption the Department shall clearly identify defining characteristics of the class. Those characteristics shall include some combination of Project descriptions or locations, time periods, contract values or method of Procurement or other factors that distinguish the limited and related class of Projects from the Department’s overall construction program. Classes shall not be defined solely by funding sources, such as a particular bond fund, or by method of Procurement, but must be defined by characteristics that reasonably relate to the Exemption criteria set forth in ORS 279C.335(2).
- (6) **Public Hearing.** Before final adoption of Findings exempting a Public Improvement Contract from the requirement of Competitive Bidding, notice shall be given and a public hearing held by the Board as follows:
 - (a) Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of fourteen (14) Days before the hearing.
 - (b) The notice shall state that the public hearing is for the purpose of taking comments on the County’s draft Findings for an Exemption from the Competitive Bidding requirement. The notice shall state that at the hearing, after an opportunity for receipt of comments, the Board will consider adoption of the draft Findings and approval of the proposed alternative contracting method. At the time of the notice, copies of the draft Findings shall be made available to the public.
 - (c) At the public hearing, the Board shall offer an opportunity for any interested party to appear and present comment before considering and adopting the Findings.
 - (d) If the County is required to act promptly due to circumstances beyond the County’s control that do not constitute an Emergency, notification of the public hearing may be published simultaneously with the County’s Solicitation of contractors for the alternative public contracting method, as long as responses to the Solicitation are due at least five (5) Days after the hearing and approval of the Findings.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335 & ORS 279A.065

49-0640 Competitive Proposals; Procedure

Departments may utilize the following RFP process for Public Improvement Contracts, allowing flexibility in both Proposal evaluation and Contract negotiation, only in accordance with ORS Rules 49-0600 to 49-0690, unless other applicable statutes control the use of competitive Proposals for Public Improvement Contracts. Also see the subdivision of Rules in this division entitled Formal Procurement Rules, Rules 49-0200 to 49-0480, and RFP related Rules under the Alternative Contracting Methods subdivision at Rules 49-0640 to 49-0660. For ESPCs, the following RFP process shall be utilized if a Department 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 Rules 49-0600 to 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. For ESPC Proposal evaluations, the RFP may provide that qualifications-based evaluation factors will outweigh 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. 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 Department;
 - (b) Treat all Proposals equitably; and
 - (c) Recognize that public policy requires that Public Improvements be constructed at the least overall cost to the County. See ORS 279C.305.
- (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 affect cost or quality.
 - (b) In CM/GC contracting, in addition to (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, coordination of multiple disciplines, the time required to commence and complete the improvement, and related matters that affect cost or quality.
 - (c) In Design-Build contracting, in addition to (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 affect cost or quality.
 - (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 venturers 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 sub-contractor 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 County 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.

- (3) **Contract Negotiations.** Contract terms may be negotiated to the extent allowed by the RFP and Rules 49-0600 to 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 Rule 49-0650. Terms that may be negotiated consist of details of Contract performance, methods of construction, timing, assignment of risk in specified areas, fee, and other matters that affect cost or quality. 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 Rule 49-0680 below.

Stat. Auth.: ORS 279C.335 & ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065 & ORS 351.086

49-0650 Requests for Proposals (RFP)

- (1) **Generally.** When authorized or required by an Exemption granted under Rules 49-0620 and 49-0630, the County may Award a Public Improvement Contract by competitive Proposals. A contract awarded under this section may be amended only in accordance with Rule 49-0910.
- (2) Competitive Proposals shall be subject to the following requirements of Competitive Bidding:
 - (a) Advertisement under Rule 49-0210;
 - (b) Requirements for Solicitation Documents under Rule 49-0200;
 - (c) Disqualification due to a Construction Contractors Board listing under Rule 49-0370;
 - (d) Contract execution and bonding requirements under Rules 49-0390 and 49-0460;
 - (e) Determination of responsibility under Rule 49-0390;

- (f) Rejection of bids under Rule 49-0440; and
- (g) Disqualification and prequalification under Rules 49-0370 and 49-0220.
- (3) For the purposes of applying the requirements listed in subsection (2) of this section to competitive Proposals, when used in the sections listed in subsection (2) of this section, "bids" includes Proposals, and "bid documents" and "Invitation to Bid" include requests for Proposals.
- (4) Competitive Proposals are not subject to the following requirements of Competitive Bidding:
 - (a) First-tier subcontractor disclosure under Rule 49-0360; and
 - (b) Reciprocal preference under Rule 46-0310.
- (5) When Award of a Public Improvement Contract advertised by the issuance of a Request for Proposals may be made without negotiation, the Department may require Proposal security that serves the same function with respect to Proposals as bid security serves with respect to bids as follows:
 - (a) Proposal security may be required in a form and amount as may be determined to be reasonably necessary or prudent to protect the interests of the County.
 - (b) Proposal security shall be retained if a Proposer who is awarded a Contract fails to promptly and properly execute the Contract and provide any required bonds or insurance.
 - (c) Proposal security shall be returned to all Proposers upon the execution of the Contract, or earlier in the selection process.
- (6) **Receipt of Proposals; evaluation and Award.** Notwithstanding the public records law, ORS 192.410 to 192.505:
 - (a) Proposals may be opened so as to avoid disclosure of contents to competing Proposers during, when applicable, the process of negotiation.
 - (b) Proposals are not required to be open for public inspection until after the notice of intent to Award a Contract is issued.
- (7) For each Request for Proposals, the Department shall prepare a list of Proposals.
- (8) Notwithstanding any requirement to make Proposals open to public inspection after issuance of the notice of intent to Award a Contract, the County may withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information submitted to a public body in confidence, as described in ORS 192.502, that are contained in a Proposal. The fact that Proposals are opened at a public meeting as defined in ORS 192.610 does not make their contents subject to disclosure, regardless of whether the County fails to give notice of or provide for an executive session for the purpose of opening Proposals. If a Request for Proposals is canceled after Proposals are received, the County may return a Proposal to the Proposer that made the Proposal. CPCA shall keep a list of returned Proposals in the file for the solicitation.
- (9) The cancellation of requests for Proposals and the rejection of Proposals shall be in accordance with Rule 49-0440.
- (10) At least seven (7) Days before the Award of the Contract, unless the a determination is made that seven (7) Days is impractical, CPCA shall issue to each Proposer or post, electronically or otherwise, a notice of intent to Award.

- (11) If a Public Contract is awarded, CPCA shall Award a Public Contract to the Responsible Proposer whose Proposal is determined in Writing to be the most Advantageous to the County based on the evaluation factors set forth in the Request for Proposals and, when applicable, the outcome of any Negotiations authorized by the Request for Proposals. Other factors may not be used in the evaluation.
- (12) CPCA 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 or distribution of a Request for Proposals.
- (13) **Solicitation Documents.** In addition to the Solicitation Document requirements of Rule 49-0200, this Rule applies to the requirements for Requests for Proposals. RFP Solicitation Documents shall conform to the following standards:
- (a) Selection criteria shall be set forth 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 Rule 49-0640. 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 Department;
 - (b) When the Department is willing to negotiate terms and conditions of the Contract or allow submission of revised Proposals following Discussions, the Department must 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 Department has identified as authorized for negotiation. The Department must describe the evaluation and Discussion or negotiation process, including how the Department will establish the Competitive Range;
 - (c) When the Department intends to Award Contracts to more than one (1) Proposer, the Department must identify in the Solicitation Document the manner in which it will determine the number of Contracts it will Award. The Department shall also include the criteria it will use to determine how the Department will endeavor to achieve optimal value, utility and substantial fairness when selecting a particular Contractor to provide Goods or services from those Contractors Awarded Contracts.
- (14) **Evaluation of Proposals.**
- (a) **Evaluation.** Proposals shall be evaluated only in accordance with criteria set forth in the RFP and applicable law to determine the Responsible Proposer or Proposers submitting the best Responsive Proposal or Proposals.
 - (A) **Clarifications.** In evaluating Proposals, information may be requested from a Proposer to clarify the Proposer's Proposal. A Proposer must submit Written and Signed clarifications and such clarifications shall become part of the Proposer's Proposal.
 - (B) **Limited Negotiation.** If the Department did not permit negotiation in its Request for Proposals, the Department 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.
 - (iii) The process for Discussions or Negotiations that is outlined and explained in this Rule does not apply to this limited negotiation.
 - (b) **Discussions; Negotiations.** If the Department permitted Discussions or Negotiations in the Request for Proposals, the Department shall 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 Department's discretion, the Department may forego Discussions and Negotiations and evaluate all Proposals in accordance with this Rule.
 - (B) If the Department proceeds with Discussions or Negotiations, the Department shall establish a negotiation team tailored for the acquisition. The Department's team may include legal, technical and negotiating personnel.
 - (c) **Cancellation.** Nothing in this Rule shall restrict or prohibit the County from canceling the Solicitation at any time.
- (15) **Competitive Range; Protest; Award.**
- (a) **Determining Competitive Range.**
 - (A) After the Opening the Proposals shall be evaluated in accordance with the evaluation criteria set forth in the Request for Proposals. After evaluation of the Proposals, the Department will determine and rank the Proposers in the Competitive Range.
 - (B) The Department may increase the number of Proposers in the Competitive Range if the 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 evaluation of revised Proposals submitted in accordance with the process described in this Rule.
 - (b) **Protesting Competitive Range.** CPCA 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 evaluation and determination of the Competitive Range in accordance with Rule 49-0450.
 - (c) **Intent to Award; Discuss or Negotiate.** After the protest period provided in these Rules expires, or after a final response to any protest has been provided, whichever date is later, CPCA may either:
 - (A) Provide Written notice to all Proposers in the Competitive Range of the County's intent to Award the Contract to the highest-ranked Proposer in the Competitive Range.
 - (i) An unsuccessful Proposer may protest the notice of intent to Award in accordance with Rule 49-0450.
 - (ii) After the protest period provided in accordance with Rule 49-0450 expires, or after a final response to any protest has been provided, whichever date is later, the Department 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.
- (16) **Discussions; Revised Proposals.** If the Department chooses to enter into Discussions with and receive revised Proposals from the Proposers in the Competitive Range, the Department shall proceed as follows:
- (a) **Initiating Discussions.** The Department 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 Department identified in the RFP as the subject of Discussions. The Department 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 Department would like additional information; and
 - (C) Otherwise allowing Proposers to develop revised Proposals that will allow the Department to obtain the best Proposal based on the requirements and evaluation criteria set forth in the Request for Proposals.
 - (b) **Conducting Discussions.** The Department 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 Department may terminate Discussions with any Proposer in the Competitive Range at any time. However, the Department shall offer all Proposers in the Competitive Range the opportunity to discuss their Proposals with Department before the Department notifies Proposers of the date and time pursuant to this section that revised Proposals will be due.
 - (A) In conducting Discussions, the Department:
 - (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 Department 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.** At the conclusion of the Department's Discussions with all remaining Proposers in the Competitive Range, the Department shall give all remaining Proposers in the Competitive Range notice of the date, place and time by which they must submit revised Proposals. This notice shall constitute the Department's termination of Discussions, and Proposers must submit revised Proposals by the date and time set forth in the Department's notice without further Discussions with the Department.

- (A) Upon receipt of the revised Proposals, the revised Proposals shall be evaluated based upon the evaluation criteria set forth in the Request for Proposals, and ranked based on the scoring.
- (B) The Department may conduct Discussions with and accept only one (1) revised Proposal from each Proposer in the Competitive Range unless otherwise set forth in the Request for Proposals.
- (d) **Intent to Award; Protest.** CPCA shall provide Written notice to all Proposers in the Competitive Range of the intent to Award the Contract. An unsuccessful Proposer may protest the intent to Award in accordance with Rule 49-0450. After the protest period provided in accordance with that rule expires, or after the final response to any protest has been provided, whichever date is later, the Department shall commence final Contract Negotiations.

(17) Negotiations.

- (a) **Initiating Negotiations.** The Department 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 Department 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 Request for Proposals. Accordingly, Proposers shall not submit, and Department shall not accept, for negotiation any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the Request for Proposals.
- (c) **Terminating Negotiations.** At any time during Discussions or Negotiations that the Department conducts in accordance with this Rule, the Department may terminate Discussions or Negotiations with the highest-ranked Proposer, or the Proposer with whom it is currently discussing or negotiating, if the Department 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.
- (d) **Continuing Negotiations.** If the Department terminates Discussions or Negotiations with a Proposer, the Department may then commence Negotiations with the next highest scoring Proposer in the Competitive Range, and continue the process described in this Rule until the Department has either:
 - (A) Determined to Award the Contract to the Proposer with whom it is currently discussing or negotiating; or

- (B) Completed one (1) round of Discussions or Negotiations with all Proposers in the Competitive Range, unless the Department provided for more than one (1) round of Discussions or Negotiations in the Request for Proposals.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.400 to 279C.410

49-0660 RFP Pricing Mechanisms

- (1) A Request for Proposals may result in a lump sum Contract Price, as in the case of Competitive Bidding. Alternatively, a cost reimbursement Contract may be negotiated.
- (2) Economic incentives or disincentives may be included to reflect stated Department purposes related to time of completion, safety or other Contracting objectives, including total least cost mechanisms such as life cycle costing.
- (3) A Guaranteed Maximum Price (GMP) is used as the pricing mechanism for CM/GC where a total Contract Price is provided in the design phase in order to assist the Department in determining whether the project scope is within the Department's budget, and allowing for design changes during preliminary design rather than after final design Work has been completed.
 - (a) If this collaborative process is successful, the Contractor shall propose a final GMP, which may be accepted by the Department and included within the Contract.
 - (b) If this collaborative process is not successful, and no mutually agreeable resolution on GMP can be achieved with the Contractor, then the Department shall terminate the Contract. The Department may then proceed to negotiate a new Contract (and GMP) with the firm that was next ranked in the original selection process, or employ other means for continuing the project under ORS Chapter 279C.
- (4) When cost reimbursement Contracts are utilized, regardless of whether a GMP is included, the Department shall provide for audit controls that will effectively verify rates and ensure that costs are reasonable, allowable and properly allocated.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

49-0670 Design-Build Contracts

- (1) **General.** The Design-Build form of contracting, as defined at Rule 49-0610(3), has technical complexities that are not readily apparent. Departments 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 Department must 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.** Departments shall utilize the Design-Build form of contracting only in accordance with the requirements of these Rules 49-0600 to 49-0690. See particularly Rule 49-0620 on "Use of Alternative Contracting Methods" and Rule 49-0680 pertaining to ESPCs.
- (3) **Selection.** Design-Build selection criteria may include those factors set forth above in Rule 49-0640(2)(a), (b) and (c).
- (4) **Licensing.** If a Design-Build Contractor is not an Oregon licensed design professional, the Department 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.
- (5) **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.
- (6) **Contract Requirements.** Departments shall conform their Design-Build contracting practices to the following requirements:
- (a) **Design Services.** The level or type of design services required must 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 must be identified.
 - (b) **Professional Liability.** The Contract shall clearly identify the liability of design professionals with respect to the Design-Build Contractor and the County, as well as requirements for professional liability insurance.
 - (c) **Risk Allocation.** The Contract shall clearly identify the extent to which the County 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 County 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 Department is benefited from such deliverables.

Stat. Auth.: ORS 279C.335 & ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065, ORS 279C.110 & ORS 351.086

49-0680 Energy Savings Performance Contracts (ESPC)

- (1) **Generally.** These Rules 49-0600 to 49-0690 include a limited, efficient method for Departments to enter into ESPCs outside the Competitive Bidding requirements of ORS 279C.335 for existing buildings or structures, but not for new construction. If a Department chooses not to utilize the ESPC Procurement method provided for by these Rules 49-0600 to 49-0690, the Department 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 of these Rules.
- (2) **ESPC Contracting Method.** The ESPC form of contracting, as defined at Rule 49-0610(6), has unique technical complexities associated with the determination of what ECMs are feasible for the Department, as well as the additional technical complexities associated with a Design-Build Contract. Departments 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 Department must be able to reasonably anticipate one (1) or more of the following types of benefits:
 - (a) Obtaining, through an ESCO, the following types of integrated services: 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 services;
 - (e) Obtaining innovative design solutions through the collaboration of the members of the ESCO integrated ESPC services 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.** Departments 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 Rules 49-0600 to 49-0690.
- (4) **No Findings Required.** No Findings are required for an ESPC to be exempt from the Competitive Bidding process for Public Improvement Contracts unless the Department chooses not to comply with the ESPC contracting procedures set forth in Rules 49-0600 to 49-0690.
- (5) **Selection.** ESPC selection criteria may include those factors set forth above in Rule 49-0640(2)(a), (b), (c) and (d). Since the Energy Savings Guarantee is such a fundamental component in the ESPC contracting process, Proposers must 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) **Licensing.** If the ESCO is not an Oregon licensed design professional, the Department 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 services.
- (7) **Performance Security.** At the point in the ESPC when the parties enter into a binding Contract that constitutes a Design-Build Contract, the ESCO must provide a performance bond and a payment bond, each for 100% 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 Department'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 services associated with the ESCO's Energy Savings Guarantee are not included in these ORS 279C.380(1)(a) "design and related professional services." Nevertheless, a Department 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 Department so provides in the RFP.
- (8) **Contracting Requirements.** Departments 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 services 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 County, 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 Department shall conform its Design-Build contracting practices to the Design-Build contracting requirements set forth in Rule 40-0560(7) above.
- (c) **Pricing Alternatives.** The Department may utilize one (1) of the following pricing alternatives in an ESPC:
- (A) A fixed price for each phase of the services 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 services to be performed, a cost reimbursement pricing mechanism for the construction services 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 County, the ESCO's M & V services may be terminated prior to the completion of the M & V/Energy Savings Guarantee period and the County'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 pay for themselves over the useful life of the ECMs installed. The permitted scope of Work for ESPCs resulting from a Solicitation under Rules 49-0600 to 49-0690 does not include maintenance services for the project facility.

Stat. Auth.: ORS 279C.335; ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065, ORS 279C.110 & ORS 351.086

49-0690 Construction Manager/General Contractor (CM/GC)

- (1) **General.** The CM/GC form of contracting, as defined at Rule 49-0610(2), is a technically complex project delivery system. Departments shall use this contracting method only with the assistance of knowledgeable staff or 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 form of contracting does not contemplate a "single point of responsibility" under which the Contractor 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 Department and design professional, although in CM/GC there is a separate Contract between the County and design professional. In order to utilize the CM/GC method, the Department must be able to reasonably anticipate the following types of benefits:
 - (a) **Time Savings.** 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 Department 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.** Early Contractor input during the design process is expected to contribute to significant cost savings. The Department may consider value engineering, building systems analysis, life cycle costing analysis and construction planning that lead to cost savings. The Department 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.** The Public Improvement presents significant technical complexities that are best addressed by a collaborative or team effort between the Department, design professionals and Contractor, in which the Contractor will assist in addressing specific project challenges through pre-construction services. The Department may consider the need for Contractor input on issues such as operations 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.** Departments shall use the CM/GC form of contracting only in accordance with the requirements of these Rules. See particularly Rule 49-0620 on "Use of Alternative Contracting Methods".
- (3) **Selection.** CM/GC selection criteria may include those factors set forth above in Rule 49-0640(2)(b).
- (4) **Basis for Payment.** The CM/GC process adds specified Construction Manager services to traditional General Contractor services, requiring full Contract performance within a negotiated Guaranteed Maximum Price (GMP). The basis for payment is reimbursable direct costs as defined under the Contract, plus a fee constituting full payment for Work and services rendered, which together shall not exceed the GMP. See GMP definition at Rule 49-0610(7) and Pricing Mechanisms at Rule 49-0660.

- (5) **Contract Requirements.** Departments shall conform their CM/GC contracting practices to the following requirements:
- (a) **Setting the GMP.** The GMP shall be set at an identified time consistent with industry practice, after supporting information reasonably considered necessary to its use has been developed, and the supporting information shall define with particularity both what is included and excluded from the GMP. A set of drawings and Specifications shall be produced establishing the GMP scope.
 - (b) **Adjustments to the GMP.** The Contract shall clearly identify the standards or factors under which changes or additional Work will be considered outside of the Work scope that warrants an increase in the GMP, as well as criteria for decreasing the GMP. The GMP shall not be increased without a concomitant increase to the scope defined at the establishment of the GMP or most recent GMP amendment.
 - (c) **Cost Savings.** The Contract shall clearly identify the disposition of any cost savings resulting from completion of the Work below the GMP; that is, under what circumstances, if any, the CM/GC might share in those cost savings, or whether they accrue only to the County's benefit. Unless there is a clearly articulated reason for sharing such cost savings, they shall accrue to the County.
 - (d) **Cost Reimbursement.** The Contract shall clearly identify what items or categories of items are eligible for cost reimbursement within the GMP, including any category of "General Conditions" (a general grouping of direct costs that are not separately invoiced, subcontracted or included within either overhead or fee), and may also incorporate a mutually-agreeable cost-reimbursement standard.
 - (e) **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.
 - (f) **Fee.** Compensation for the CM/GC's services shall be paid on the basis of 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 wherever possible. The fee, first expressed 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 when the GMP is established.
 - (g) **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).
 - (h) **Controlled Insurance Programs.** For projects anticipated to exceed \$75 Million, 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 anticipated cost savings from reduced premiums, claims reductions and other factors, the allocation of cost savings, and safety responsibilities and/or incentives.
 - (i) **Early Work.** The RFP shall clearly identify, whenever feasible, the circumstances under which any of the following activities may be authorized and undertaken for compensation prior to establishing the GMP:
 - (A) Early Procurement of materials and supplies;
 - (B) Early release of Bid packages for such things as site development; and
 - (C) Other advance Work related to critical components of the Contract.

- (j) **Subcontractor Selection.** The Contract shall clearly describe the methods by which the CM/GC shall publicly receive, open and record Bids or price quotations, and competitively select subcontractors to perform the Contract Work based upon price, as well as the mechanisms by which the Department may waive those requirements. The documents shall also describe completely the methods by which the CM/GC and its affiliated or subsidiary entities may compete to perform the Work, including, at a minimum, advance notice to the public of the CM/GC's intent to compete and a public opening of Bids or quotations by the County or an independent party.
- (k) **Subcontractor Approvals and Protests.** The Contract shall clearly establish whether the County must approve subcontract awards, and to what extent, if any, the Department will resolve Procurement protests of subcontractors and suppliers. The related procedures and reporting mechanisms shall be established with certainty, including whether the CM/GC acts as the County's representative in this process and whether the CM/GC's subcontracting records are considered to be public records. In any event, the County shall retain the right to monitor the subcontracting process in order to protect County's interests.
- (l) **CM/GC Self-Performance.** Whenever feasible, the Contract shall establish the elements of Work the CM/GC may self-perform without competition, including, for example, the Work of the job-site general conditions. In the alternative, the Contract shall include a process for Department approval of CM/GC self-performance.
- (m) **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 Department.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 297C.335 & ORS 279C.380(2)

49-0800 Required Contract Clauses

Departments shall include in all formal Solicitations for Public Improvement Contracts all of the ORS Chapter 279C required Contract clauses, as set forth in the checklist contained in Rule 49-0200(1)(c) regarding Solicitation Documents.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 297C.505 to ORS 279C.545 & ORS 279C.800 to 279C.870

49-0810 Waiver of Delay Damages Against Public Policy

No provision shall be placed in a Public Improvement Contract purporting to waive, release, or extinguish the rights of a Contractor to damages resulting from the County'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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.315

49-0820 Retainage

- (1) **Withholding of Retainage.** A Department shall not retain an amount in excess of five (5) percent of the Contract Price for Work completed. If the Contractor has performed at least 50 percent (50%) of the Contract Work and is progressing satisfactorily, upon the Contractor's submission of Written application containing the surety's Written approval, the Department may, in its discretion, reduce or eliminate Retainage on any remaining progress payments. The Department shall respond in Writing to all such applications within a reasonable time. When the Contract Work is ninety-seven and one-half percent (97-1/2%) completed, the Department may, at its discretion and without application by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the remaining unperformed Contract Work. A Department may at any time reinstate Retainage. Retainage shall be included in the final payment of the Contract Price.
- (2) **Deposit in interest-bearing accounts.** Upon request of the Contractor, the County shall deposit cash Retainage in an interest-bearing account in a bank, savings bank, trust company, or savings association, for the benefit of the County. Earnings on such account shall accrue to the Contractor.
- (3) **Alternatives to cash Retainage.** In lieu of cash Retainage to be held by the County, the Contractor may substitute one (1) of the following:
 - (a) **Deposit of securities:**
 - (A) The Contractor may deposit bonds or securities with the County or in any bank or trust company to be held for the benefit of the County. In such event, the County shall reduce the Retainage by an amount equal to the value of the bonds and securities, and reimburse the excess to the Contractor.
 - (B) Bonds and securities deposited or acquired in lieu of Retainage shall be of a character approved by the County Chief Financial Officer and may include, without limitation:
 - (i) Bills, certificates, notes or bonds of the United States.
 - (ii) Other obligations of the United States or its Departments.
 - (iii) Obligations of any corporation wholly owned by the Federal Government.
 - (iv) Indebtedness of the Federal National Mortgage Association.
 - (C) Upon a determination by the Department that all requirements for the protection of the County'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.** A Department, at its discretion, may allow the Contractor to deposit a surety bond in a form acceptable to the Department 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.
- (4) **Recovery of costs.** The County may recover from the Contractor all costs incurred in the proper handling of cash Retainage and securities, by reduction of the final payment.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.560, ORS 279C.570 & ORS 701.420

49-0830 Contractor Progress Payments

- (1) **Request for Progress Payments.** Each month the Contractor shall submit to the Department its Written request for a progress payment based upon an estimated percentage of Contract completion. At the Department's discretion, this request may also include the value of material to be incorporated in the completed Work that 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 Department will 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 Department for any cause;
 - (d) less the appropriate amount of Retainage.
- (2) **Progress Payments/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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.570

49-0840 Interest

- (1) **Prompt payment policy.** A Department 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 Department 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 thirty Days after the Contractor submitted a claim for payment to the Department in Writing or otherwise in accordance with the Contract requirements.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.570

49-0850 Final Inspection

- (1) **Notification of Completion; Inspection.** The Contractor shall notify the Department in Writing when the Contractor considers the Contract Work completed. Within 15 Days of receiving Contractor's notice, the Department will 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 Department finds that all Work required under the Contract has been completed satisfactorily, the Department shall acknowledge acceptance of the Work in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.570(8)

49-0860 Public Works Contracts

- (1) **Generally.** ORS 279C.800 to 279C.870 regulate Public Works Contracts, as defined in ORS 279C.800(5), and requirements for payment of prevailing wage rates. Also see 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 must contain the following provisions:
 - (a) County 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) Requirement for payment of prevailing rate of wage, as set forth in ORS 279C.830(1).
 - (f) Requirement for payment of fee to BOLI, as set forth in ORS 279C.830(2) and administrative rule of the BOLI commissioner.
- (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), must contain the following provisions:
 - (a) The prevailing rate of wage, as required by ORS 279C.830(1), physically contained within or attached to hard copies of Procurement Specifications.
 - (b) Reference to payment of a fee to BOLI, as required by ORS 279C.830(2).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.800 to ORS 279C.870

49-0870 Specifications; Brand Name Products

- (1) **Generally.** The 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.** A Department may identify products by brand names so long as the following language: "approved equal"; "or equal"; "approved equivalent" or "equivalent," or similar language is included in the Solicitation Document. The Department shall determine, in its sole discretion, whether an Offeror's alternate product is "equal" or "equivalent."

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.345

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 their performance and 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 Department at reasonable times and places, whether or not litigation has been filed as to such claims.
- (2) **Inspection and Audit.** A Department 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 must provide cost or pricing data under a Contract, the Person shall maintain such Records that relate to the cost or pricing data for 3 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 County, and its authorized representatives, shall be entitled to inspect, examine, copy, and audit any Contractor's or subcontractor's Records, as provided in subsection 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 3 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.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.030, ORS 279C.375, ORS 279C.380 & ORS 279C.440

49-0890 Department Payment for Unpaid Labor or Supplies

- (1) **Contract incomplete.** If the Contract is still in force, the County 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 County 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 County shall not make payments to subcontractors or suppliers for Work already paid for by the County.

49-0900 Contract Suspension; Termination Procedures

- (1) **Suspension of Work.** In the event the County suspends performance of Work for any reason considered by the Department 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 (as defined in the Contract), including a reasonable allowance for related overhead (as defined in the Contract), 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 County 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 subsection (2), the County shall pay the Contractor a reasonable amount of compensation for preparatory Work completed, and for costs and expenses arising out of termination (all as defined in the Contract). The Department 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 (as may be further defined in the Contract). No claim for loss of anticipated profits will be allowed.
 - (c) **Public interest termination by Department.** A Department 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 Department unilaterally terminates the Contract for any reason considered by the Department to be in the public interest.
 - (d) **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.
 - (e) **Remedies cumulative.** The Department 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.

Stat. Auth.: ORS 279A.065
Stats. Implemented: ORS 279C.650, ORS 279C.326, ORS 279C.655, ORS 279C.660, ORS 279C.665 & ORS 279C.670

49-0910 Changes to the Work and Contract Amendments

- (1) **Definitions for Rule.** As used in this Rule:
 - (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 Department 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 County 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, or both, for the changed Work.
 - (c) **“Changes Provisions”** Changes to the Work are anticipated in construction and, accordingly, Departments shall include changes provisions in all Public Improvement Contracts that detail the scope of the changes clause, provide pricing mechanisms, authorize the County or its authorized representatives 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.
- (2) **Contract Amendments.** Contract Amendments to Public Improvement Contracts are not considered to be new Procurements and an Exemption from Competitive Solicitation is not required to add work when:
- (a) The work added is within the general scope of the original Contract, or if the work is outside the scope of the original Contract, it can be performed by the Contractor at a cost below what the Department estimates it would cost if a contract for that work were awarded through sealed competitive bidding, competitive quotations, or competitive proposals. Additional work is “within the general scope of the original Contract for the purposes of this subsection if the additional work is logically related to the contract work; prudent contract management, engineering or construction practices dictate that the additional work ought to be performed in conjunction with the original contract work; the additional work is located at the same site as the contract work; and the contract objectively establishes the prices, or the method of arriving at the price, for the additional work;
 - (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 applicable legal requirements.
- (3) **Limits on Contract Increases.** The aggregate increase resulting from all amendments to a Contract shall not exceed 20 percent of the original Contract Price, except that amendments to Contracts for the renovation or remodeling of a building may be increased up to 33 percent of the original Contract Price. Increases in excess of these limits shall be approved by the Board prior to authorization of performance of the Work.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279C.400(1)

DIVISION 55 CONTRACTS WITH QUALIFIED REHABILITATION FACILITIES

55-0005 Definitions

(1) As used in Rules 55-0005 to 55-00305:

- (a) "Price" means the cost to the County of the products and services under contracts procured under the program created by ORS 279.835 to 279.850 as determined by these Division 55 Rules.
- (b) "Procurement List" means a listing of those nonprofit agencies for Disabled Individuals that currently are qualified to participate in the program created by ORS 279.835 to 279.850 and includes a list of the products and services offered by QRFs and determined by the State Procurement Office to be suitable for purchase by agencies.
- (c) "Qualified Rehabilitation Facility" or "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 to participate in the program created by ORS 279.835 to 279.850.
- (d) "QRF Contract" means a Contract entered into under the program created by ORS 279.835 to 279.850

Stat. Auth.: ORS 279.845(1), ORS 184.340

Stats. Implemented: ORS 279.015(1)(b), ORS 279.835 to ORS 279.855

55-0010 Policy

- (1) It is the policy of Multnomah County to encourage and assist Disabled Individuals to achieve maximum personal independence through useful and productive gainful employment by assuring an expanded and constant market for sheltered workshop and activity center products and services, thereby enhancing their dignity and capacity for self-support and minimizing their dependence on welfare and need for costly institutionalization. An essential element of this policy is to support sheltered employment to the fullest extent provided by law by contracting for needed Goods and services available from QRFs. The County shall identify contracting opportunities within the organization and Award appropriate Contracts to QRFs in accordance with this Division 55. This policy shall be equally applicable to all County Departments and shall be administered by the CPCA Manager.

55-0015 Procurements from QRFs

- (1) When the County intends to procure a product or service that is listed on the Procurement List, it shall procure that product or service, at the Price determined by the State Procurement Office, from a Qualified Rehabilitation Facility if the product or service is of Specifications appropriate to the County's Procurement needs and is available within the time required by the County.
- (2) The County shall enter into and renew QRF Contracts only for the specific products or services that are on the Procurement List.
- (3) If a QRF is removed from the Procurement List, the County shall not Award or renew a QRF Contract, and the removal from the Procurement List shall constitute sufficient grounds for the County to terminate any outstanding QRF Contract.

- (4) No placement of a product or service on the Procurement List shall act to displace a Contractor under an existing Contract with the County for the same product or service prior to the expiration or other termination of the Contractor's Contract with the County. However, where a product or service is on the Procurement List, no existing Contract shall be renewed for such a product or service.
- (5) If a QRF submits a competitive bid, Proposal, Quote or other Offer in a competitive Procurement for a Public Contract, then regardless of whether the Offer was accepted, that QRF may not, at any time during the initial term of the Contract for which the QRF submitted a bid, Proposal or Offer, make any claim to the County that the product or service that was the subject of the Offer is on the Procurement List. If, during the Solicitation process, a QRF claims the product or service that is the subject of the Procurement is on the Procurement List, then, if the product or service is determined to have been on the Procurement List at the time the Solicitation Document was issued, the Solicitation process shall be terminated so long as a Contract has not been fully executed at the time the claim is made.

Stat. Auth.: ORS 279.845(1), ORS 184.340

Stats. Implemented: ORS 279.015(1)(b), ORS 279.835 to ORS 279.855

55-0030 Determination of Price/Changes to QRF Contracts

- (1) When a product or service on the Procurement List is offered by more than one QRF, a Department may purchase the required product or service from any QRF without competition between QRFs.
- (2) Departments may use the formal selection procedure described in Rule 47-0260 to select a QRF to provide a service on the Procurement list, provided that:
 - (a) The Solicitation shall not request any information concerning price and price shall not be a consideration in making the Award.
 - (b) The Solicitation shall not be advertised
 - (c) Notice of the Solicitation shall only be given to those QRFs offering the service on the Procurement List.
 - (d) After selection of a QRF the price will be determined in accordance with subsection (3)(b) below
- (3) **Price.**
 - (a) Price for products or services where the Price is listed. For products or services on the Procurement List where the Price is listed, the Contract shall provide that the County will pay the Price that is listed.
 - (b) Price for services where the Price is not listed. For services for which no price is listed on Procurement List, the Department shall proceed as follows:
 - (A) The Department shall request that the QRF submit its proposed Price to the County based on the volume or scope of the Work and Specifications provided by the County as prescribed in the proposed contract between the QRF and the County. For janitorial, security and food services where a Living Wage is required to be paid, the Specifications shall state the wage required to be paid.
 - (B) In submitting its proposed Price to the County the County shall require the QRF to make full disclosure of known costs. The disclosure must include documentation, on a form prescribed by the State Procurement Office, that the costs proposed will

result in a Price that will permit the QRF to recover the amounts prescribed in ORS 279.845(1)(a) The Department shall require that an authorized officer of the QRF certify that the costs claimed are, to the best of the officer's knowledge, reasonable and adequate, and that the proposed Price will permit the QRF to recover the amounts prescribed in ORS 279.845(1)(a).

- (C) If the QRF and the County agree on the terms and conditions of a proposed contract and the price for the services to be provided under the proposed contract, the Department shall present the proposed contract (including the agreed Price) to the State Procurement Office for review and approval of the Price. If the QRF and the County cannot agree on the price, the parties shall present the issue of price to the State Procurement Office for determination.
- (D) The County shall not execute or implement any Contract under the program created by ORS 279.835 to 279.850 until the State Procurement Office has transmitted notice of the Price approved determined by the State Procurement Office to the County and the QRF.
- (c) Re-determinations of Price. The Price established by the State Procurement Office shall apply for the initial term or period of the Contract unless otherwise approved by the State Procurement Office. The State Procurement Office may re-determine a Price at the request of a QRF or County, or at the discretion of the State Procurement Office. Until the State Procurement Office approves a new Price, the QRF shall continue to provide, at the established Price, the service or product in accordance with the scope of Work that was the basis for establishing the existing Price.
- (d) The County shall not pay or agree to pay a QRF any amount other than the Price approved by the State Procurement Office. Any Price established by the State Procurement Office for a product or service shall remain in effect until the State Procurement Office approves a new Price.
- (e) Departments shall not make material changes (changes that affect the cost of providing the products or services in more than a negligible manner) to the Specifications of a QRF Contract 279.835 to 279.850 unless the changes are in Writing and have been submitted to the State Procurement Office for a re-determination of Price. If the Department wishes to make a material change to the Specifications from the most recent Solicitation for the product or service, the Department shall notify the QRF in Writing of the specific changes in the scope of Work or other conditions which will be required during the new Contract period. No agreement making a material change in the Specifications shall be executed until State Procurement Office re-determines the Price.

Stat. Auth.: ORS 279.845(1), ORS 184.340

Stats. Implemented: ORS 279.015(1)(b), ORS 279.835 to ORS 279.855

DIVISION 60 EQUAL OPPORTUNITY IN PUBLIC CONTRACTING

60-0010 Purpose

- (1) The purpose of this Division is to establish procedures to assure that Multnomah County provides adequate opportunities for Minority Individuals, Women, and MBE, WBE and ESB contractors and subcontractors to participate and compete for business and employment opportunities provided through Contracts with Multnomah County.

60-0020 Policy

- (1) It is the intent of Multnomah County to provide opportunities for all segments of the business population to participate in Multnomah County contracting opportunities.
- (2) Multnomah County has a compelling governmental interest in prohibiting discrimination in programs, activities, services, benefits and employment whether carried out by the County itself or through a Contractor with whom the County arranges to carry out its programs and activities.

60-0030 Contract Clauses Required

- (1) In order to assure opportunity, every County Contract shall include a provision barring discrimination against MBEs, WBEs and ESBs by Contractor and all subcontractors.
- (2) Every County Contract shall contain a provision prohibiting discrimination by Contractor and all subcontractors based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.

60-0031 Good Faith Effort Program

- (1) The activities described in ORS 200.045 are standards for Good Faith Efforts to provide equitable opportunities for MBEs, WBEs, and ESBs to participate in subcontract opportunities created through Multnomah County Contracts.
- (2) The CPCA Manager shall implement a Good Faith Effort program utilizing the standards described in ORS 200.045 that are determined to be effective to achieve the purpose of this section together with such other standards as are appropriate to such a program. Bid or Proposal Specifications for Contracts requiring Good Faith Effort shall state the requirements necessary to show that a Good Faith Effort has been made and shall require documentation of such effort. The CPCA Manager shall cooperate with other municipal and state agencies to design, to the maximum extent possible, a program that is uniform between agencies.
- (3) The CPCA Manager shall determine if the Offer complies with requirements for Good Faith Effort in the Solicitation Document.
- (4) If the Good Faith Effort documentation submitted by the Offeror fails to substantially comply with the requirements of the Solicitation Document, the Offer shall be deemed non-responsive and shall be rejected by the CPCA Manager.

60-0040 Requirement for Certification as Equal Employment Opportunity Employer

- (1) No County Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of such Contract certified as an EEO Contractor by the CPCA

Manager. Before entering into any such Contract with a Contractor, the Department shall determine from the listing on the CPCA MINT Site whether a Contractor is EEO certified.

- (2) Contractors may become EEO Certified by application to the City of Portland. A Contractor may appeal a decision to deny certification or revoke certification in accordance with the procedure prescribed in Rule 47-0760.

60-0050 Workforce Requirements in Construction Contracts

- (1) For all Contracts designated by the CPCA Manager as being appropriate for such a program, the CPCA Manager shall establish Specifications to be included in the Solicitation Document which require for such Contracts that contractors make reasonable efforts to increase apprenticeship training and work opportunities for Women and Minority Individuals, and, to ensure that their workforce reflects the diversity of Multnomah County and is reasonably consistent with the availability of qualified Women and Minority Individuals. The Specifications shall state the requirements necessary to show that a reasonable effort has been made, shall require documentation of such effort, and shall provide for remedies to the County for failure to comply with any of the specified requirements.

60-0060 Sheltered Market Program

- (1) There is hereby established a Sheltered Market Program for MBE, WBE, DBE and ESB contractors performing Public Works Contracts for Multnomah County. The purpose of the program is to provide prime contracting experience for small contractors in order to increase the number of contractors available to bid on Multnomah County Public Works projects, and to increase participation of MBE, WBE, DBE and ESB contractors acting as prime contractors on county Public Works projects to ensure uniform access to public contracting dollars and to improve opportunities for minorities and Women acting as business owners in the regional construction industry.
- (2) Contractors shall be selected for participation in the Sheltered Market Program based on an application approved by the CPCA Manager. Criteria for selection shall include the following:
 - (a) Contractor shall be a state certified MBE, WBE, DBE or ESB; and
 - (b) Contractor shall have prior experience performing construction work and shall be currently in business doing construction work; and
 - (c) Contractor's average annual gross receipts for the three calendar years prior to the application shall be less than \$1,000,000. The CPCA Manager shall have the discretion to waive this requirement if waiver will advance the purposes of the program and if all other criteria are met; and
 - (d) Contractor shall have reported that Contractor has experienced barriers in the conduct of Contractor's business based on race, gender or size of the business.
- (3) The CPCA Manager may develop additional criteria for selection of contractors for participation in the program which further the purpose of the program.
- (4) A Contractor may appeal a decision to deny participation in the program to the Public Contract Review Board in accordance with the procedure prescribed in Rule 47-0760.
- (5) Contracts to be included in the Sheltered Market Program shall be selected by the CPCA Manager from projects estimated at the time of bidding to result in a Contract in excess of \$100,000 and less than \$200,000. The CPCA Manager may include in the program additional Contracts up to \$250,000 if inclusion will further the purposes of the program. In the selection of Contracts to be included in the program, the CPCA Manager shall consider the number of

contractors in the program which have the qualifications and the capacity to perform the Work. If necessary to assure that all Sheltered Market contractors have an opportunity to participate, Contracts may be offered for bid to only selected contractors within the Sheltered Market Program.

- (6) Contracts selected for inclusion in the Sheltered Market Program shall be offered for bid only to contractors admitted to the Sheltered Market Program. Except as provided in subsection (7) below, the Contract shall be awarded to the lowest Responsive Responsible Bidder among those bidding.
- (7) For each project selected for the Sheltered Market Program, the Department for the program shall forward to the CPCA Manager a cost estimate for the project. If the lowest Responsive Responsible Bid is more than the cost estimate, the CPCA Manager shall have the option to Award the Contract, re-bid the project within the Sheltered Market Program, or open the bidding on the project to all Bidders. If bidding is opened to all Bidders, the Contract shall then be awarded to the lowest Responsive Responsible Bid from among all Bids received.
- (8) The CPCA Manager shall promulgate rules setting forth conditions for continued participation in the program and for graduation from the program. Participation in the Program shall be limited to three years absent extraordinary circumstances.
- (9) The CPCA Manager shall prepare a report to the Board of County Commissioners on an annual basis, which provides an evaluation of the program, including information on the subjects set forth in ORS 279C.355. The annual report shall include a recommendation whether the program should be continued. If the CPCA Manager recommends that the Program be continued, the recommendation shall include any proposed improvements to the Program.

Exhibit 2 – Resolution No. 05-033

Finding 1 Brand Names or Products, “or Equal,” Single Seller and Sole Source - Rule 47-0288(1)

- a. The rules in subsection (1)(c)(A) and (1)(c)(B) of Rule 47-0288 are specifically authorized by ORS 279B.215 and no finding is required.
- b. The rules in subsection (1)(c)(C) of Rule 47-0288 are specifically authorized by ORS 279B.075 and no finding is required.
- c. The rules in subsections (1)(c)(D) and (1)(c)(E) of Rule 47-0288 require that the procurements described in those rules that are between \$5,000 and \$150,000 be done as intermediate procurements and those in excess of \$150,000 be done as competitive sealed bids or competitive sealed proposals. No special procurement procedure is authorized by these sections.

Finding 2 Advertising Contracts - Rule 47-0288(2)

This class special procurement relates to advertising. The County has traditionally purchased advertising primarily in newspapers, so the following findings relate primarily to newspapers and other written publications. However, the County may also purchase advertising for programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves.
- b. Competition is limited to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the County. There is only one daily newspaper of general circulation in the greater Portland metropolitan area, The Oregonian. ORS 279C.360 requires that advertisements for bids for public improvements in excess of \$125,000 be published in at least one trade newspaper of general statewide circulation. There is only one daily newspaper of general statewide trade circulation in which most government agencies in the northern Willamette Valley routinely advertise procurements of public improvements or construction, the Portland Daily Journal of Commerce.
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable. For example, the newspaper industry's practice is to establish advertising contract rates for advertising purchasers. The purchaser can maximize cost savings based through a contractual commitment to advertise, based on volume, format and placement of commitment to advertisements. Where the volume of purchases warrants, the County may enter into advertising contracts to get the best price on its advertising needs.
- d. Advertisements may be placed to satisfy legal notice of County policy requirements. The County advertises its public procurements in the one trade newspaper of general statewide circulation, The Portland Daily Journal of Commerce.
- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the

publications of general circulation in the local area, and other publications as appropriate.

- f. The Portland community relies upon newspapers as central sources of news and information regarding County activities.
- g. The County rarely advertises on radio, television or other broadcast media, so it is unknown whether contracts for advertisements placed with these media result in cost savings if there is no competitive solicitation. If savings can be obtained through competitive solicitation and time and circumstances permit, the County will obtain competitive quotes or bids as appropriate.
- h. Due to the unique nature of sources for advertising, it is unlikely that this class special procurement will encourage favoritism in the awarding of County contracts or substantially diminish competition for County contracts. Further, any contracts awarded under this class special procurement will result in substantial cost savings because the County can achieve volume savings through contracts for advertising with a particular media source.

Finding 3 Equipment Maintenance, Overhaul and Repair - Rule 47-0288(3)

- a. County staff cannot anticipate the need for equipment repair or overhaul. If a piece of equipment is broken or not working properly, the County may incur costs from replacement equipment rental fees, lost staff time, project delays and other inconveniences to its programs and projects.
- b. Generally, there are a limited number of vendors who are able to perform repair or overhaul service on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often a piece of equipment will have a warranty in place which requires that the original manufacturer or seller of the equipment perform the necessary repair.
- c. It is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts. The Department which needs to have equipment repaired or overhauled, will seek quotes or bids where it is practical. If it is not practical to obtain competitive quotes or bids, the Department must provide written justification which will become part of the Procurement File.
- d. The awarding of public contracts pursuant to this class special procurement will result in substantial cost savings to the County, because the County incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This class special procurement allows equipment to be repaired expeditiously. Time is of the essence in contracts for the repair or overhaul of County-owned equipment. The County must be able to purchase necessary services and parts as quickly as possible in order to minimize losses resulting from equipment downtime.

Finding 4 Price Regulated Items - Rule 47-0288(4)

- a. Price regulated items are provided through a sole source and the prices or rates are set by a regulatory authority. Examples are:

- Postage - postal rates and services are regulated and provided by the United States Postal Service, a federal agency.
 - Electricity - Service providers and rates in the County are regulated by the Oregon Public Utilities Commission.
 - Garbage - In the County, service areas are regulated. Service providers are licensed and franchised to furnish hauling within their service areas. Rates are established and regulated.
 - Water - Water service is a regulated function of the various municipalities within the County.
- b. It is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts since there is virtually no competition available for these price regulated services. The awarding of public contracts pursuant to this class special procurement will result in substantial cost savings to the County because the County is not in a position to economically provide these goods and services to itself in any other manner.

Finding 5 Investment Contracts - Rule 47-0288(5)

- a. The County invests or borrows funds on a short term basis in accordance with County policy and state law in order to achieve County fiscal management goals. Among other considerations, two of the County's goals are to maximize investment performance and safety, and to minimize the cost of borrowing. All County investment and borrowing activities are closely regulated by various state laws. The County's investment and borrowing activities are also regulated or closely monitored by the County auditors and others.
- b. Within the formal limits of allowable investments, the County uses an alternative method of procuring sources for investment placement. First, the County maintains an approved vendor list based on an evaluation of vendor qualifications as investment institutions. Every year, the County updates the entire list. Each vendor on the list provides current financial qualifications (such as financial statements, investment performance profiles, risk management reports, etc.) to the County's fiscal office. The fiscal office evaluates the vendor qualifications and makes a determination whether the vendor is qualified to be on the approved vendor list. In the interim between vendor list updates, vendors may apply to the County for placement on the approved vendor list by providing the required financial information to the County's fiscal office. The current approved vendor list for investments includes most of the larger financial institutions in the Northwest. A second source of investment placements is through investment pools. For example, there is a state pool of public agency investors operated through the state Treasury.
- c. Time is literally equal to money in investment activity. This activity does not lend itself well to the traditional methods of public sector competitive bidding, where advertisements are placed, a written invitation to bid is sent to all interested parties, and sealed bids are opened two weeks later. Rates of return on particular maturities and the allowable types of investment instruments offered by any one institution may literally change within minutes. Also, the County tries to place the investment as quickly as it receives the funds in order to maximize

earnings. Since County investments are generally made in the very short term, it would not be the best use of County funds to lie idle while a formal bidding process takes place.

- d. When the time comes for an investment to be placed, County fiscal officers follow a competitive quotation process. They contact at least three sources from the approved vendor list by phone before making a placement decision. The decision is based on the quote which fits with County portfolio requirements and which offers the most advantageous performance over the maturity or term of the investment.
- e. The Legislative Assembly has found that meaningful competition can be achieved through a variety of methods when procuring products or services. The County's policy provides the procedure for selection of investment instruments and the maintenance of a list of qualified institutions from which competitive quotations will be sought at the time an investment is anticipated. This same process is followed for short term borrowing for fiscal management purposes.
- f. Since the County is following an alternate method of competitive selection of vendors in accordance with a County policy, it is unlikely that this class special procurement will encourage favoritism in the awarding of County contracts or substantially diminish competition for County contracts. The awarding of County contracts pursuant to this class special procurement will result in maximum return on investment and minimum cost of borrowing to the County.

Finding 6 Purchase of Used Personal Property - Rule 47-0288(6)

- a. The County is responsible for managing expenditures in the best interests of the public. Cost savings can be achieved through the purchase of used property and equipment. The County purchases used property and equipment when it meets the County's needs and is cost-effective. Considerations include type, quantity, quality and estimated useful life of the used item.
- b. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the County must be able to respond immediately in order to obtain the property or equipment.
- c. Some types of property or equipment may not be readily available in the new goods market. The County may have to look for used items to fill the need.
- d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
- e. It is unlikely that this class special procurement will encourage favoritism in the award of County contracts or substantially diminish competition for County contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available, however, sources for used items of the type, quality and quantity required by the County are inconsistent. This rule requires the County to document use of solicitation processes appropriate to the dollar value of the purchase.

- f. The use of this class special procurement will result in substantial cost savings to the County. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Development of a practical method that will allow the County to purchase used equipment can provide good value to the County and help ensure the continuation of County services and programs.

Finding 7 Reverse Auctions - Rule 47-0288(7)

- a. The reverse auction process is a low bid process conducted on line. It differs from traditional low bid solicitations in process only. The contract is ultimately awarded to the low bidder.
- b. It is unlikely that this class special procurement will encourage favoritism in the award of County contracts because the process provides for competition and the contract is awarded to the low bidder.
- c. The use of this process is likely to result in cost savings to the County because the process is more streamlined, will require less staff time and will require less time for bidders to respond which should result in more bids.

Finding 8 Hazardous Material Removal; Oil Cleanup - Rule 47-0288(8)

- a. When the DEQ orders the County to remove or clean up hazardous material or oil, the County must usually respond within a very short time period. This time period does not generally allow the County to take the time necessary to solicit written bids or proposals for the work to be performed. The County could be liable for delays in responding to DEQ orders to perform hazardous material removal or cleanup.
- b. Cost savings are achieved through this class special procurement because the County can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations that property damage or personal injury could result if the County is slow to act.
- c. It is unlikely that this class special procurement will encourage favoritism in the award of County contracts or substantially diminish competition for County contracts. If the County is under DEQ order to act immediately, the County will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. If the need to act is not immediate, the County will follow normal competitive procedures to obtain these services.
- d. The award of public contracts pursuant to this class special procurement will result in substantial cost savings to the County because acting quickly will result in the avoidance of risk to persons and property for which the County may be liable. Where possible, the County will seek competitive quotes for the work to be performed and will award the contract to the lowest responsive, responsible offeror.

Finding 9 Employee Benefit Insurance - Rule 47-0288(9)

- a. The nature, type, specific services to be provided and timing of employee benefit insurance are dictated by labor contracts between the County and represented

labor groups. The County must fulfill its contractual obligations to represented employee groups to provide appropriate employee benefits.

- b. When it is time to solicit proposals to furnish employee benefit coverages, the County advertises the solicitation in the Daily Journal of Commerce newspaper.
- c. After receipt of proposals, the County evaluates them and negotiates contract awards with the firms that provide the most comprehensive and best services at the most cost-effective rates.
- d. The County re-solicits proposals to provide employee benefit coverages approximately every 2 to 3 years.
- e. It would be impractical and costly for the County to attempt to purchase employee benefit insurance "in house" without the guidance and help provided by the professional insurance agent. The County saves substantially by using professional insurance brokerage services.
- f. It is unlikely that use of this class special procurement will encourage favoritism in the awarding of County contracts or substantially diminish competition for County contracts; and the award of County contracts pursuant to this class special procurement will result in substantial cost savings to the County. The County solicits proposals from employee benefit insurance providers under conditions that foster competition among a sufficient number of potential suppliers. The County evaluates the proposals submitted to furnish employee benefit insurance for the best value to the County, given the requirements specified by the employee benefits portions of the County's agreements with represented employee groups.

Finding 10 Rating Agency Contracts - Rule 47-0288(10)

- a. The services of rating agencies are only available from a limited number of vendors who charge standardized prices for their services. Therefore, it is unlikely that use of this class special procurement will encourage favoritism or diminish competition in the awarding of County contracts, and use of this class special procurement will save the cost of competitive bidding and will therefore result in substantial cost savings to the County.

Finding 11 Library Databases, Interactive Computer Services and Circulation Materials Rule 47-0288(11)

- a. Newspaper subscriptions are purchased directly from the newspaper company that publishes them. Rates are established by the publisher and since this is a unique item, there is no competition. Periodicals are likewise selected for their unique content. The County selects a particular magazine or other periodical because of its information and format. Many periodicals are only available from the publisher. This is different than selecting other goods and services where there may be several makes of the same good that will serve the County's purposes. Because newspapers and periodicals are unique products, it is unlikely that this class special procurement will encourage favoritism in the awarding of County contracts or substantially diminish competition. The County on a regular basis seeks volume discounts, where such discounts are available, and informally solicits and receives proposals for provision of subscriptions.

Therefore, the awarding of public contracts pursuant to this class special procurement will result in substantial cost savings available to the County.

Because the County receives and considers proposals from competing vendors on a regular basis, it is unlikely that this class special procurement will encourage favoritism in the awarding of County contracts or substantially diminish competition. The County on a regular basis informally solicits and receives proposals for provision of library circulation materials. Formal competition would need to be done on a very frequent basis in order to achieve the best price and service available. Awarding public contracts pursuant to this class special procurement will result in substantial cost savings to the County in the form of reduced solicitation costs and the ability to immediately achieve financial benefits from acceptance of proposals that are received on a periodic basis without the necessity of formal competition.

- b. Databases and interactive computer services are generally available exclusively from the publisher and are not sold by multiple vendors. Databases and interactive computer services are generally selected based on library patron interest and need and the unique content, interfaces and functionality to meet those needs. These services include, but are not limited to, such things as homework help and live reference and information services. Because of the unique nature of these products, in most instances, similar databases and interactive computer services are not offered by competing vendors who would respond to a solicitation. Therefore this class special procurement will not result in favoritism or substantially diminish competition.

The Library purchases many databases through its participation in various library consortia, resulting in price discounts much greater than can be achieved by an individual purchase. Additional substantial costs savings accrue from foregoing a costly solicitation process that will produce only one bidder or proposer.

Finding 12 Periodicals - Rule 47-0288(12)

- a. Some periodicals are unique items available from only the publisher or one supplier and therefore no competition is available. Other items are available from multiple vendors but the availability of items varies constantly. Many items are time sensitive and must be obtained at the earliest possible date to provide the best possible service to library patrons. Services that the vendors offer such as discounts, timely delivery, free shipping, and bar coding are constantly changing and being updated. The County invites informal proposals from suppliers on a regular basis and receives and considers unsolicited proposals to provide library circulation materials on a regular basis in order to avail itself of the best service from competing vendors.
- b. Because the County receives and considers proposals from competing vendors on a regular basis, it is unlikely that this class special procurement will encourage favoritism in the awarding of County contracts or substantially diminish competition. The County on a regular basis informally solicits and receives proposals for provision of periodicals. Formal competition would need to be done on a very frequent basis in order to achieve the best price and service available. Awarding public contracts pursuant to this class special procurement will result in substantial cost savings to the County in the form of reduced solicitation costs and the ability to immediately achieve financial benefits from acceptance of

proposals that are received on a periodic basis without the necessity of formal competition.

Finding 13 Institutional Commissaries and Sheriff's Inmate and Juvenile Detainee Welfare Funds - Rule 47-0288(13)

- a. This rule requires that all purchases shall be based upon written policies and procedures approved by the CPCA Manager. These procedures provide that purchases be made based on a competitive comparison of prices and that three quotes be obtained for all items over \$2,500.
- b. Because the County purchases under this class special procurement are based on procedures approved by the CPCA Manager which require price comparison and competitive quotes, it is unlikely that this class special procurement will encourage favoritism in County purchases or substantially diminish competition. Awarding public contracts pursuant to this class special procurement will result in substantial cost savings to the County in the form of reduced solicitation costs.

Finding 14 Gasoline, Diesel Fuel, Heating Oil, Lubricants and Asphalt - Rule 47-0288(14)

- a. The market pricing of these products varies on a daily basis. Where it is practical, the County uses requirements contracts where award is based on the best discount off "pump" or list price to fill its needs. There are times, however, when it is not practical to maintain a requirements contract for these commodities. At these times, the County may get "spot market" quotes and purchase an item from the vendor offering the lowest price at the moment of need.
- b. The County maintains lists of vendors who supply these products. Any vendor may ask to be placed on the list. When the County makes a purchase, it contacts at least three vendors and makes its purchase from the least expensive source. Because of the nature of these products and the way they are supplied, most vendors are in the local area. For example, heating oil suppliers in Portland do not generally compete with heating oil suppliers out of Portland because of the cost of transportation.
- c. The County saves the most money if it has the flexibility to purchase in the best manner indicated by the state of the market at the time of purchase, whether this is through quotes or a requirements contract.
- d. It is unlikely that this class special procurement will encourage favoritism in the award of County contracts or substantially diminish competition for County contracts. Local vendors have open access to the County's vendor lists and may submit price quotes at any time. The County will contact at least three vendors for a quote before making a spot purchase. If a requirements contract is established for a period of time, the County will solicit informal or written bids as appropriate to the dollar value of the purchases made.
- e. The use of this class special procurement will result in substantial cost savings to the County since the County can use whatever method of purchasing it finds in the best interest of the County at the time of need to obtain gasoline, heating oil and like products.

Finding 15 Ballots, Ballot Pages and Ballot Cards - Rule 47-0288(15)

- a. Ballots are printed on a strict time schedule dictated by state law. Printing of ballots also requires specialized skill. Items on the ballots must be located with precision so that the machines can correctly record the votes. Minor location errors cause votes to be miscounted or not counted at all. Because ballots meeting these stringent requirements must be printed on a short timeline, it is essential that they be printed correctly the first time. If ballots need to be reprinted because of errors, the County incurs extra costs in overtime pay to County employees and to vendors so that the ballots can be delivered on time. The County realizes substantial cost savings when ballots are printed without errors by a printer experienced in printing ballots.
- b. There are few companies that have experience printing ballots. At this time there is only one company located in Oregon that has substantial experience printing ballots. The County has traditionally selected its ballot printer based on the printer's successful experience printing ballots for prior elections and its location in Oregon which facilitates delivery under the short timelines. Other printers have occasionally inquired about opportunities to print ballots but have declined to enter the field after being informed of the stringent requirements for printing ballots. Because there are few printers available to perform this work, this class special procurement will not encourage favoritism in the award of ballot printing contracts or substantially diminish competition.

Finding 16 Purchase of Undercover Vehicles - Rule 47-0288(16)

- a. The Sheriff must be able to purchase vehicles for use for undercover operations in private purchases that involve as few people as possible knowing about the purchase. This is critical to keeping the identity of such vehicles secret from the "criminal community." When a vehicle used for undercover operations becomes known to be a Sheriff's Department vehicle, it must be replaced quickly for operations to continue uninterrupted. For each purchase, three vendors will be contacted to determine the best price available for the type of car needed. To the extent possible, competition will be solicited and the most competitive price will be obtained for each vehicle.
- b. The vehicles being purchased are unique and, because of the need for secrecy, formal public competitive bid processes are not suitable. Because three vendors will be contacted for each purchase and competitive prices will be privately solicited, it is unlikely that use of this class special procurement will encourage favoritism or diminish competition in the purchase of these vehicles. Use of this class special procurement and the alternative purchasing process for undercover vehicles will save the cost of competitive bidding which would otherwise be required for each individual purchase and will therefore result in substantial cost savings to the County.

Finding 17 Copyrighted Materials - Rule 47-0288(17)

- a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.

- b. Often copyrighted materials are produced by only one supplier, who may be the owner of the copyright or their licensee.
- c. This class special procurement will not encourage favoritism or substantially diminish competition in the awarding of County contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The County has no control over this process.
- d. The awarding of contracts pursuant to this class special procurement will result in substantial cost savings to the County where it needs to purchase copyrighted materials and there is only one known supplier for such goods.

Finding 18 Software and Hardware Maintenance and Upgrades - Rule 47-0288(18)

- a. Information technology and telecommunications software particularly, and certain hardware, is proprietary and upgrades and maintenance are not available except from the manufacturer. In those instances where upgrades or maintenance are available from more than one source, this special procurement exception from competitive solicitation does not apply.
- b. This class special procurement will not encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because there is no competition available for these services.
- c. The awarding of public contracts pursuant to this class special procurement will result in substantial cost savings to the County and will substantially promote the public interest because competitive solicitation for these services would be futile.

Finding 19 Class Exemption: Public Improvement Contract Amendments - Rule 49-0910

Information Considered Pursuant to ORS 279C.330

- a. **Operational, budget and financial data.** This exemption covers contracts with no unique operational, budget, or financial characteristics.
- b. **Public Benefits.** The public will benefit from the reduced costs discussed below, and from a better quality end product. In many cases the changes made by an amendment are necessary for completion of the work contemplated by the contract, and the public thus benefits from timely completion of the work.
- c. **Value Engineering.** Public improvements contract amendments are amenable to value engineering. Value engineering often occurs when the parties begin negotiating the amendment price. Value engineering is enhanced when the contractor is already familiar with the work and with the circumstances under which the work covered by the amendment will have to be performed.
- d. **Specialized Expertise.** A public improvement contractor often has specialized expertise with respect to the project by virtue of having worked on the project up to the point of the amendment.
- e. **Public Safety.** Public safety will play a neutral role with respect to contracts covered by this exemption.

- f. **Market Conditions.** Contract amendments offer one way of responding to changes in market conditions. For example, if prices for certain materials rise significantly, the parties may be able to amend the contract to require a less expensive alternative that is still acceptable.
- g. **Technical Complexity.** Many construction contracts are by their nature technically complex. For this reason it is often advantageous to have the same contractor perform added work because the work must be compatible with the work done under the original contract. The existing contractor will be versed in the technical complexities of the work and will be best able to efficiently conform the new work to what was done before.
- h. **Funding Sources.** Funding sources generally will play a neutral role with respect to contracts covered by this exemption.

Findings Pursuant to ORS 279C.335(2)

- i. **It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.** The contract being amended will have been awarded through a competitive process that avoids or minimizes the effects of favoritism. The possibility of contract amendments will have been included in the original contract, and offerors will have taken that into account in preparing and tendering their offers. The competition for the initial award of the contract preserves competition for public contracts. Under proper circumstances, amendments do not substantially diminish that competition, because they merely make changes that would have been included in the original contract if the need for them had been recognized at the time the contract was awarded. The requirements that must be met for this exemption to apply are intended to preclude amending public improvement contracts based on favoritism toward the contractor that may arise after contract award and partial performance. The ability to amend contracts under the proper circumstances is essential because it is not possible to write specifications that address every eventuality that may arise.
- j. **The awarding of public contracts pursuant to the exemption will result in substantial cost savings to the County.** Amendment of a contract under the proper circumstances allows the County to avoid the costs of a procurement process, and the costs associated with mobilizing a new contractor. Amendment of a contract also allows the County to enjoy the benefit of value engineering by a contractor already familiar with the project, and the benefit of a contractor with specialized expertise gained from performance to date, both of which result in cost savings. The County also avoids extra costs that would be associated with resolving disputes if two or more contractors were involved in a project because amendments were not allowed. Resolution of disputes with a single contractor tends to be simpler and less expensive than resolving disputes with multiple contractors, who often assert that responsibility for a problem lies with others.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 02-24-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-4
Est. Start Time: 9:55 AM
Date Submitted: 01/31/05

BUDGET MODIFICATION:

Agenda Title: **NOTICE OF INTENT to Apply for a \$225,000 United States Department of Justice, Office of Justice Programs "Weed and Seed" Grant for the Rockwood (Gresham) Weed and Seed Site**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>02/24/05</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Finance, Budget&TaxOffice</u>
Contact(s):	<u>Tory Mitchell</u>		
Phone:	<u>503-988-3312</u>	Ext.	<u>22300</u>
	I/O Address:		<u>503/531</u>
Presenter(s):	<u>Tory Mitchell</u>		

General Information

1. What action are you requesting from the Board?

Approval to apply for "Weed and Seed" grant from the Office of Justice Programs, US Department of Justice

2. Please provide sufficient background information for the Board and the public to understand this issue.

Federal rules require a public entity to account for this pass-through grant. Multnomah County's Office of Finance, Budget and Tax's General Ledger unit has acted as the fiscal agent for the Rockwood Weed and Seed site since 2002. The current application is for the site's fourth of five years of funding. These Department of Justice funds are passed through to community groups in the Rockwood, Oregon area and are designed to "weed" from neighborhoods criminal offenders engaged in drug crimes and other violent offenses, stabilize the neighborhood through community oriented policing and "seed" neighborhoods with housing, employment, and social sustaining programs. The County recovers the direct cost of accounting for the grant as fiscal agent.

3. Explain the fiscal impact (current year and ongoing).

The County is not responsible for performing the accounting function, payroll or accounts payable for this grant. These funds are "passed through" to the Rockwood Community through Police Activities League (PAL), and PAL is responsible for the day-to-day operations of the Rockwood Weed and Seed Program. The grantor does not allow indirect costs, however the County does direct bill accounting time against the grant, such billings estimated to be \$300.00 per month. It is not anticipated that there will be any County internal service charges applicable to this grant.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

Weed and Seed programs are run by a Steering Committee whose members are selected from government agencies and from the public at large. The US Attorney's Office provides additional supervision/oversight to the Weed and Seed sites.

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

• Who is the granting agency?

United States Department of Justice, Office of Justice Programs

• Specify grant (matching, reporting and other) requirements and goals.

The grant does not require match. Financial reporting requirements (quarterly filing of SF-269 reports) are performed by Multnomah County. Program reporting requirements (semi-annual Categorical Progress Reports) are performed by the Rockwood Weed and Seed sites under the supervision of Police Activities League. Programmatic goals are monitored by the Weed and Seed Steering Committee and with the guidance of the United States Attorney's Office.

• Explain grant funding detail – is this a one time only or long term commitment?

This current application will represent a fourth year of funding for the Rockwood site. A site is recognized for five years. The Rockwood Weed and Seed site expects to get funding for a fifth year.

• What are the estimated filing timelines?

The current application is due on April 28, 2005.

• If a grant, what period does the grant cover?

If the grant application is accepted, the grant budget period will be for October 1, 2005 to September 30, 2006.

• When the grant expires, what are funding plans?

When the fourth year of funding expires, Multnomah County will assist the Rockwood Weed and Seed site again by applying for a fifth year of funding.

• How will the county indirect, central finance and human resources and departmental overhead costs be covered?

The grant does not allow indirect costs. Multnomah County accounting time is direct-billed to the grant. There are no County internal service charges that are anticipated for this grant.

Required Signatures

**Department/
Agency Director:**

David A. Boyer

Date: 01/28/05

Budget Analyst:

Cheryl

Date: 01/28/05

Department HR:

Date: _____

Countywide HR:

Date: _____

BRENDA BUTLER

Site Coordinator



c/o PAL Youth Center
424 NE 172nd Avenue
Portland, OR 97230



Telephone: 503-816-1530
Fax: 503-261-1901
E-mail: seed@palkids.org
www.weedandseedoregon.org



618 - BUZZ (2899)

Rockwood's Community Access
Phone Line

Everything you need to know, live,
work, and enjoy Rockwood!

Hosted/maintained by Rockwood Weed & Seed.
Phone line provided by the City of Gresham.

503-618-BUZZ has 3 language options.
After choosing the language, you can
choose a menu option at any time.

1. English
2. Spanish
3. Russian

Menu:

1. What 618-BUZZ is about
2. Events
3. Rockwood Projects
4. Volunteer/Involvement
5. Resource Phone Numbers
6. Rockwood Weed & Seed
7. Rockwood/West Gresham
Renewal Activity
8. Leave a Message
9. Return to Menu

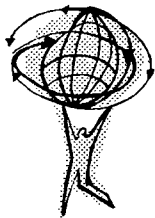
Persons interested in including community
information on the BUZZ can also call
Brenda Butler, Rockwood Weed & Seed
Coordinator at 503-816-1530.

What is Weed & Seed?

Weed & Seed is a collaborative strategy between residents, law enforcement (federal, state and city), social agencies, private businesses, and non-profit organizations to reclaim, restore and rebuild our neighborhood.

Initiated by the United States Department of Justice, the strategy includes more than 350 sites across the country.

The Rockwood Neighborhood received Official Recognition as a "Weed & Seed" Site in January 2002. The Executive Office for Weed & Seed agreed to provide support and funding to Rockwood Weed & Seed in October 2002.



www.weedandseedoregon.org

Click on

ROCKWOOD!!



Rockwood Weed & Seed

424 NE 172nd Avenue
Portland, OR 97230

Phone: 503-816-1530
Fax: 503-261-1901
Email: seed@palkids.org

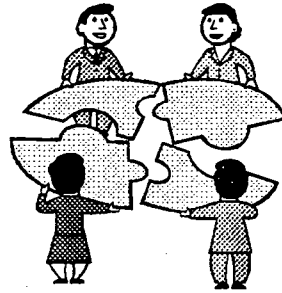
Rockwood Weed & Seed

*Building
Our Safe
and Healthy
Community*



Help Us to Take Our Streets and Neighborhood Back! We Cannot Do It Without You!

Weed & Seed uses four key elements to increase community awareness and involvement in crime prevention and intervention in our neighborhoods. By getting involved, the Rockwood community can foster a sense of responsibility in enhancing the level of security in the neighborhoods and improving the quality of life for everyone.



How does Weed & Seed Work?

Weed & Seed works with local law enforcement to prevent, control and reduce violent crime, gang activity, and drug abuse in Rockwood by "**weeding**" out the criminal element in the community. The next step is "**seeding**" the community by restoring the neighborhood through a variety of social and economic revitalization activities in order to improve the quality of life.



WEEDING

Law Enforcement

Works to break the cycle of crime that comes with gang, juvenile and domestic violence, low-level property crime and drug dealing and other negative behaviors.

Community Policing

Centers on developing, promoting and supporting partnerships between citizens and agencies that contribute to public safety.



SEEDING

Prevention/Intervention/Treatment

Serves neighborhood youth and their families, particularly those in poverty. Childhood intervention programs include increased access to safe environments (Safe Havens). Provides access to services and treatment for alcohol and drug abuse, health care and social service needs.

Neighborhood Restoration

Supports all components of what makes a community thrive: residents, businesses, social service, employment, government and housing agencies and the services they provide.

What Can I Do to Get Involved?

Take any feelings you have about what could help Rockwood and turn them into action!

- Be alert and know your neighbors! Report any illegal or suspicious activity to the proper authorities.
- Serve on a Rockwood Weed & Seed committee or just attend our meetings! They are open to the public.
- Get involved in community events and activities.
- Contact Rockwood Weed & Seed to discuss how you can use your passions to integrate community growth or to express your neighborhood concerns.

Rockwood Weed & Seed

424 NE 172nd Avenue
Portland, OR 97230

Phone: 503-816-1530
Fax: 503-261-1901
Email: seed@palkids.org



Choose one of these elements and serve on the appropriate Subcommittee.
Contact Rockwood Weed & Seed for more information.

El Proyecto de Escardar y Sembrar Rockwood

Rockwood Weed & Seed

Construyendo Nuestra Comunidad Segura y Sana



Con colaboración y la ayuda de nuestros compañeros, como Ud. el vecino, escardamos la mala hierba como el crimen y sembramos el vecindario con servicios y programas positivos para mejorar nuestra comunidad.

¿COMO NOS PUEDE AYUDAR?

- Estar a la mira de lo que pasa en su area
 - Conocer a sus vecinos
- Relatar las actividades sospechosos a los autoridades apropiados
- Urgencias: 911 • NO Urgencia: 503.823.8333 • Actividades de Drogas: 503.661.DRUG • Actividades de Graffiti o Pandilla: 503.666.1844
- Ayudenos con los eventos de la comunidad o en planear algo para su area;
¡NECESITAMOS QUE UD. SEA UN LIDER!



Rockwood Weed & Seed




424 NE 172nd Avenue
Portland, OR 97230
Phone: 503-816-1530
Fax: 503-261-1901
Email: seed@palkade.org

Se Habla Español



www.weedandseedoregon.org — CLICK ON ROCKWOOD!

Building Safe and Healthy Communities



Rockwood
Weed
& Seed


Ween & Seed

Rockwood
Weed
& Seed



History of Rockwood Weed & Seed

- ✓ Weed & Seed: only community-based strategy within the U.S. Dept. of Justice with such longevity -- 1991.
- ✓ Over 300 Weed & Seed Sites across the country.
- ✓ There are 6 in Oregon.
- ✓ Rockwood (west Gresham) was officially recognized in 2002.
- ✓ 2004-2005 = 3rd year of funding.

The logo for Rockwood Weed & Seed, featuring a stylized leaf icon to the left of the text "Rockwood Weed & Seed".

- ✓ Weed & Seed: only community-based strategy within the U.S. Dept. of Justice with such longevity -- 1991.
- ✓ Over 300 Weed & Seed Sites across the country.
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- ✓ Rockwood (west Gresham) was officially recognized in 2002.
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Gresham
Neighborhoods:


CENTENNIAL
NORTH GRESHAM
ROCKWOOD
WILKES EAST


The map shows a grid of streets in Gresham, Oregon. Major roads include Halsey Ave, Division Ave, and Broadway Ave. A black dot is located at the intersection of Division Ave and 67th St. The map is divided into several sections, some labeled with numbers like 66.95, 66.04, 66.03, 67.02, 66.01, and 66.04. The text 'GRESHAM, OREGON' is visible in the bottom right corner of the map area.



Components of Weed & Seed Site Strategy

'WEEDING'	'SEEDING'
• Law Enforcement	• Prevention/ Intervention/ Treatment
• Community Policing	• Neighborhood Restoration

 Key to Success = COMMUNITY COLLABORATION
& PARTNERSHIPS



'SEEDING'

- Law Enforcement
- Community Policing
- Prevention/ Intervention/ Treatment
- Neighborhood Restoration



Key to Success = COMMUNITY COLLABORATION
& PARTNERSHIPS 



Law Enforcement

SUPPORT:

- Gang Enforcement Team
- Bike Patrol Unit



Rockwood
High School
of the South




Gang Enforcement Team Bike Patrol Unit



Community Policing

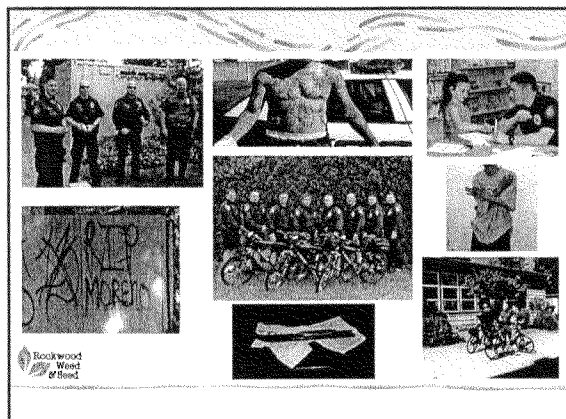
SUPPORT:

- ✓ Community Policing Tasks
- ✓ Crime Prevention Specialists





- Community Policing Tasks
- Crime Prevention Specialists






Prevention/Intervention/Treatment

SUPPORT:

- ✓ PAL (Police Activities League)
- ✓ Rockwood Library
- ✓ East County Family Services
(Janus Youth Programs)
- ✓ CADV (Community Against Domestic Violence)

Neighborhood Restoration





SUPPORT:

- ✓ Rock Soup
- ✓ People For Parks East County

CREATE:

- ✓ Opportunities for Outreach, Involvement

503.618.BUZZ (2899)



Rockwood's Community Access Phone Line

Everything you need to know, live, work, and enjoy Rockwood!

Hosted/maintained by Rockwood Weed & Seed.

Phone line provided by the City of Gresham.

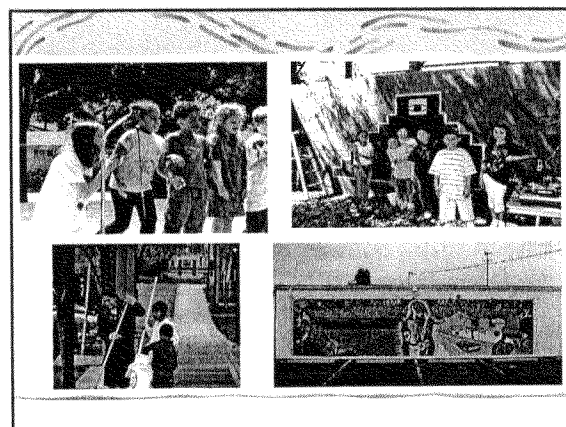
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Menu:

1. What 618-BUZZ is about
2. Events
3. Rockwood Projects
4. Volunteer/Involvement
5. Resource Phone Numbers
6. Rockwood Weed & Seed
7. Rockwood/West Gresham Renewal Activity
8. Leave a Message
9. Return to Menu

Persons interested in including community information on the BUZZ can also call Brenda Butler Rockwood Weed & Seed Coordinator at 503-816-1530.



Questions?

✓ Brenda Butler
Rockwood Weed & Seed
Site Coordinator

503.816.1530
seed@palkids.org
Office at PAL Youth Center
on 172nd/Glisan

✓ Sgt. Rich Pierce
Law Enforcement
Liaison

503.618.2528
richard.pierce@ci.gresham.or.us
Office in GPD

PARENTS AND YOUTH 'TALKING IT OUT'

A 6 week series presented by:

Janus Youth Programs East County Family Services,
Rockwood Weed & Seed and
SUN Community Schools

Series starts Wednesday, January 26th

6-8 pm

HB Lee Middle School

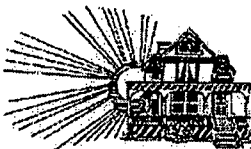
1121 NE 172nd Ave

To register, please call 503.816.1530

Parents and Youth "Talking it Out" is a free series for parents and youth to participate together in a group where parents can learn more about their child and youth development, and youth can learn new skills and how to communicate and understand families. This group is for middle and early high school youth and their families. Both the parent and youth participate together at the same location and time.

A light snack will be provided for participants. Child care may also be available.
Please join us.

- Week One COMMUNICATION
How to talk and listen so every one in the family "feels heard".
- Week Two FAMILY ISSUES
Looking at how a family is "healthy".
- Week Three DRUG AND ALCOHOL
Understanding the effects of drugs and alcohol on "developing youth".
- Week Four CONFLICT RESOLUTION
Learning how to "resolve" conflicts rather than "stay in them".
- Week Five HIGH RISK BEHAVIORS
*What is "going on" in the youth's life that could cause problems down the line.
Understanding "measure 11".*
- Week Six FAMILY NIGHT
Your "family strengths" and what's going well for your family. Family "Assets".





CITIZEN SURVEY

The Rockwood community appreciates you taking this five minute survey - thank you!



DATE:
SURVEYOR:

1. What do you think is the biggest crime problem in Gresham?

gangs drugs theft vandalism traffic/parking other

2. Why do you think that?

____ Because I've been a victim of that type of crime.

____ Because I have witnessed that type of crime.

____ Because I know a resident of this community who is involved in that type of crime or was a victim.

____ Because I read about it in the newspaper or see it on the television.

____ Other response: _____

3. Have you ever heard gun shots in your neighborhood?

YES

NO

4. How safe do you feel in your neighborhood (1 = not safe, 5 = somewhat safe, & 10 = very safe)?

1 2 3 4 5 6 7 8 9 10

5. Have you had contact with the police in the last 12 months?

No

OR

____ Yes, I was a victim of a crime.

____ Yes, due to a traffic violation.

____ Yes, I witnessed a crime taking place in the Rockwood community.

____ Yes, _____

6. How satisfied were you with this contact? (1 = not satisfied, 3 = somewhat satisfied, 5 = very satisfied)

1 2 3 4 5

7. Do you believe there are enough police officers in Gresham to keep the community safe?

YES

NO

OTHER _____

8. Please rate your confidence you have in the justice system (i.e., law enforcement, courts, jail, parole & probation). 1 means 'not confident at all' and 5 means 'very confident'.

1 2 3 4 5 Not sure

Please explain your rating _____

9. What kind of needs does your immediate family face?

☐ Job for family member

☐ Help with child's schoolwork

☐ Childcare for parent to go to work/school

☐ Help paying bills

☐ Help to stay out of gangs

☐ Help buying food

☐ Help for drug/alcohol addiction

☐ Help learning English

☐ Homeowners: assistance on home repairs

☐ Anything else?

10. How likely is it that your neighbors would contact the police to report a neighborhood problem?

- | | |
|--|--|
| <input type="checkbox"/> Very likely | <input type="checkbox"/> very unlikely |
| <input type="checkbox"/> Somewhat likely | <input type="checkbox"/> uncertain |
| <input type="checkbox"/> Unlikely | |

11. Do you agree with the following statement?... "People in this neighborhood generally don't get along with each other."

- | | |
|--|--|
| <input type="checkbox"/> Strongly agree | <input type="checkbox"/> strongly disagree |
| <input type="checkbox"/> Somewhat agree | <input type="checkbox"/> uncertain |
| <input type="checkbox"/> Somewhat disagree | |

12. Are you aware of after school programs for youth in your neighborhood?

- | | |
|--|---|
| <input type="checkbox"/> Yes, my child participates in them. | <input type="checkbox"/> No, I was not aware. |
| <input type="checkbox"/> Yes, I am aware. | |

13. How often do you travel on public transportation (bus or MAX)?

- | | |
|---|---|
| <input type="checkbox"/> Daily | <input type="checkbox"/> About once a month |
| <input type="checkbox"/> A few times per week | <input type="checkbox"/> Never |

14. Is there any particular place in your neighborhood where you would be afraid to go alone either during the day or after dark?

- | | |
|--|------------------------------------|
| <input type="checkbox"/> No | <input type="checkbox"/> Uncertain |
| <input type="checkbox"/> Yes. Where? _____ | |

15. Have you attended any type of community meeting in the past 6 months (neighborhood association, school board, etc.)?

- | | |
|---|------------------------------------|
| <input type="checkbox"/> No | <input type="checkbox"/> Uncertain |
| <input type="checkbox"/> Yes. What meeting? _____ | |

16. How satisfied are you with the neighborhood? (1 = not satisfied, 3 = somewhat satisfied, 5 = very satisfied)?

- | | | | | | |
|---|---|---|---|-----|----|
| 1 | 2 | 3 | 4 | 5 | |
| | | | | Yes | No |
| 17. Would you consider volunteering for a community action group? | | | | | |
| If 'yes' please give us your name and phone: _____ | | | | | |

18. Have you ever heard of Rockwood Weed & Seed before today?	Yes	No	How?
---	-----	----	------

19. On or near what street corner do you live? _____

20. Do you own or rent your home?

Rent	Own	Other (trailer home or respondent is business)
------	-----	--

21. How long have you lived at your current address or has this business been in operation? _____

22. In the next year, how likely is it that you will move out of your neighborhood area?

- | | |
|--|--|
| <input type="checkbox"/> Definitely move | <input type="checkbox"/> Definitely not move |
| <input type="checkbox"/> Probably move | <input type="checkbox"/> Uncertain |
| <input type="checkbox"/> Probably not move | |

23. How many children under the age of 18 live in your home? _____

24. What are the ethnicities represented in your home? _____



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-5
Est. Start Time: 10:00 AM
Date Submitted: 02/16/05

BUDGET MODIFICATION: -

Agenda Title: Briefing Overview of Children's Mental Health and Addiction Services Division

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>February 24, 2005</u>	Time Requested:	<u>30 minutes</u>
Department:	<u>Department of County Human Services</u>	Division:	<u>Mental Health and Addiction Services Division (MHASD)</u>
Contact(s):	<u>Nancy Wilton</u>		
Phone:	<u>(503) 988-3691</u>	Ext.	<u>24776</u>
I/O Address:	<u>166/6</u>		
Presenter(s):	<u>Nancy Winters, Godwin Nwerem, David White, Dale Jarvis and Amy Baker</u>		

General Information

- What action are you requesting from the Board?**
Informational only briefing overview of Children's Mental Health and Addiction Services Division.
- Please provide sufficient background information for the Board and the public to understand this issue.**
MHASD is in the process of redesigning the system of care for children, youth and families to incorporate the recommendations from the Child and Family System of Care Workgroup and the changes being initiated by the State.
- Explain the fiscal impact (current year and ongoing).**
N/A
- Explain any legal and/or policy issues involved.**
N/A
- Explain any citizen and/or other government participation that has or will take place.**

The community providers have been asked to participate in discussions about the redesign so they are well aware of the issues involved and have a meaningful role in the process. A number of meetings have already occurred. More meetings are planned with the child treatment providers. Members of consumer advocacy groups, as well as allied agencies like Child Welfare, are being asked to participate and provide input.

Required Signatures

**Department/
Agency Director:**



Date: 02/16/05

Budget Analyst:


Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

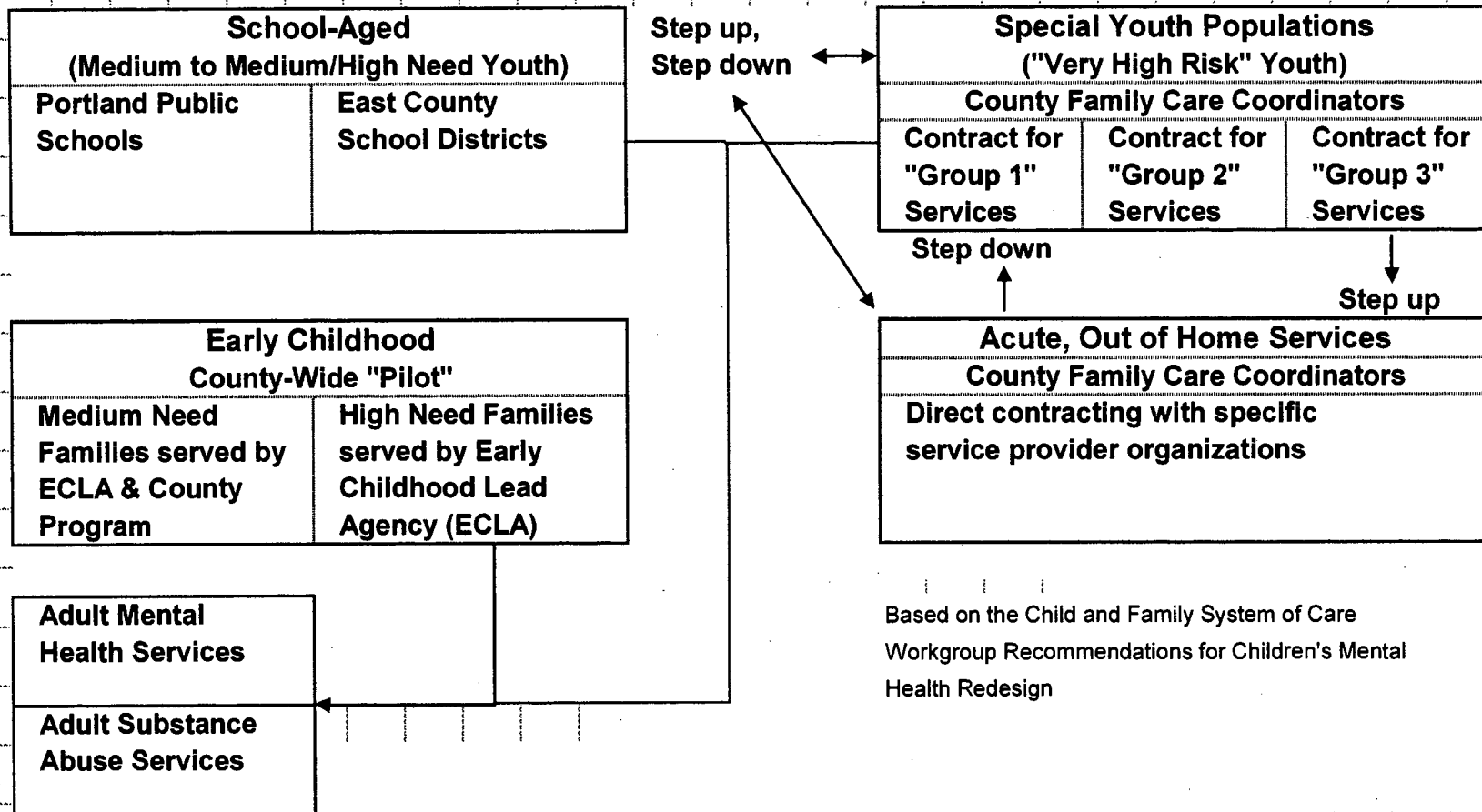


System of Care for Children and Families Implementation Update

Multnomah County Mental Health
and Addictions Services Division
February 24, 2005

1. SOCCF Conceptual Model

- ◆ The following diagram provides an overview illustration of the current SOCCF design, which consists of four major components.



2. Debrief of the Fall 2004 Request for Proposal (RFP) Process

- ◆ The System of Care for Children and Families clinical design described in the September 2004 RFP continues to be a solid blueprint for transforming the service delivery system for children and families, based on the 2002 Child and Family System of Care Workgroup's Recommendations for Children's Mental Health Redesign.
- ◆ The RFP did not contain sufficient detail regarding what the county wanted to purchase; there were other areas lacking in clarity (e.g. role clarification of the County's family care coordinators in relation to the provider care coordinators).
- ◆ The design was 'before its time' from the perspective that the provider system isn't at a point to achieve financial, organizational and clinical integration for each of the three populations. This led to layers of new infrastructure at the proposed Lead Agencies that exceeded the administrative cap without improving service delivery.
- ◆ The available funds did not match the requirements of the RFP.

3. SOCCF Funding Update

- ◆ The Children's Intensive Mental Health Treatment Services system responsibility is shifting to the MHOs July 1, 2005. This includes responsibility for the most high-risk youth in the County who are currently served in Psychiatric Residential and Psychiatric Day Treatment programs.
- ◆ The system must to be organized to accommodate this new level of responsibility and manage the new level of risk. The following table lists the preliminary budget for the SOCCF beginning July 1, 2005.

	FY2006	
	Preliminary Budget	% Funded by I-Tax
Special Populations	\$1,812,100	0.0%
Acute/ Out of Home Svcs	\$8,180,261	0.0%
School Age Children	\$6,568,425	0.0%
Early Childhood	\$1,027,380	0.0%
County Services	\$4,604,221	14.5%
Carve-Out	\$1,113,164	0.0%
Total \$	\$23,305,551	2.9%

3. SOCCF Funding Update

- ◆ The \$8,180,621 figure represents the budget for the Children's Intensive Mental Health Treatment Services. This figure will be decreasing as the state shifts the funding formula to match the number of Oregon Health Plan foster care children in each county.
- ◆ To manage this risk the County must reduce the number of children in residential beds from 100 residential slots to 85 by July 1, 2005 and to approximately 50 slots by October 2007.

Psych Residential Funding Ramp Down

	Period	# of Months	Annualized \$	% Change
Phase 1	7/1/05-9/30/05	3	\$8,389,694	
Phase 2	10/1/05-9/30/06	12	\$7,340,828	-13%
Phase 3	10/1/06-9/30/07	12	\$6,291,962	-14%
Phase 4	10/1/07-9/30/08	12	\$5,243,096	-17%

4. Residential Funding Risk Management Strategy

- ◆ With the time that was lost from the first RFP process, the county has an extremely short timeframe to bring the Special Populations component of the system online, which is the primary service area where residential services will be managed. This has necessitated staging the procurement process in two phases:
 - Phase 1: Special Populations, Residential, and Day Treatment RFPQ, with 7/1/05 start date
 - Phase 2: Early Childhood, School-Aged RFP released 60 days later with a 9/1 or 10/1/05 start date

5. Current Timeline

February, 2005: Revise Special Populations, Residential, and Day Treatment RFPQ

Early March: Special Populations, Residential, and Day Treatment RFPQ released

March: Additional Early Childhood and School-Aged design with key stakeholders

Mid April: RFPQ Responses due

Early May: Early Childhood, School-Aged RFP released

Mid-June: Special Populations, Residential, and Day Treatment contracts go into effect

June: RFP Responses due

October 1: Early Childhood, School Aged contracts go into effect

6. Culture

- ◆ A substantial percentage of Multnomah County's Oregon Health Plan youth are members of a County recognized ethnic or language minority.

Calendar Year 2003

Parity Analysis

OHP Clients by Race

White, non-Eastern European
 Eastern European
 Asian/PI
 Black
 Hispanic
 Native American
 Other/ Unknown

Total Child/Youth (0 thru 20)

Number of Clients	Client Ratio	OHP Ratio	Parity Ratio
	% of clients of this race	% of OHP enrollees with this race	
	↓	↓	
2,954	60.1%	45.4%	1.32
12	0.2%	6.8%	0.04
74	1.5%	6.4%	0.23
884	18.0%	17.6%	1.02
260	5.3%	19.7%	0.27
35	0.7%	0.7%	0.98
698	14.2%	3.3%	4.35
4,917	100%	100%	

< 1.0 = under-represented
 > 1.0 = over-represented

6. Culture

- ◆ The clinical and business models design for the System of Care for Children and Families will support culturally specific and culturally competent service delivery in several ways:
 - The County will contract directly with providers that have demonstrated expertise and experience with one or more ethnic or language minorities.
 - Performance-based contracts will be developed that include culturally-oriented performance measures that all contractors must meet.
 - The clinical design includes the expectation that if an ethnic or language or sexual minority adult is referred for mental health services, they will be offered the opportunity to receive these services through a culturally specific provider.
 - Specific services and delivery methods will be developed and promoted that address the needs of specific cultures, including relevant evidence-based practices.

7. Special Populations System of Care

◆ Design Changes

- The key change in the Special Populations System of Care is to contract with two or more providers to provide these services.
- The County has identified three groups of services that could lead to separate contracts without compromising system integration; see the table on the following pages.

7. Special Populations System of Care

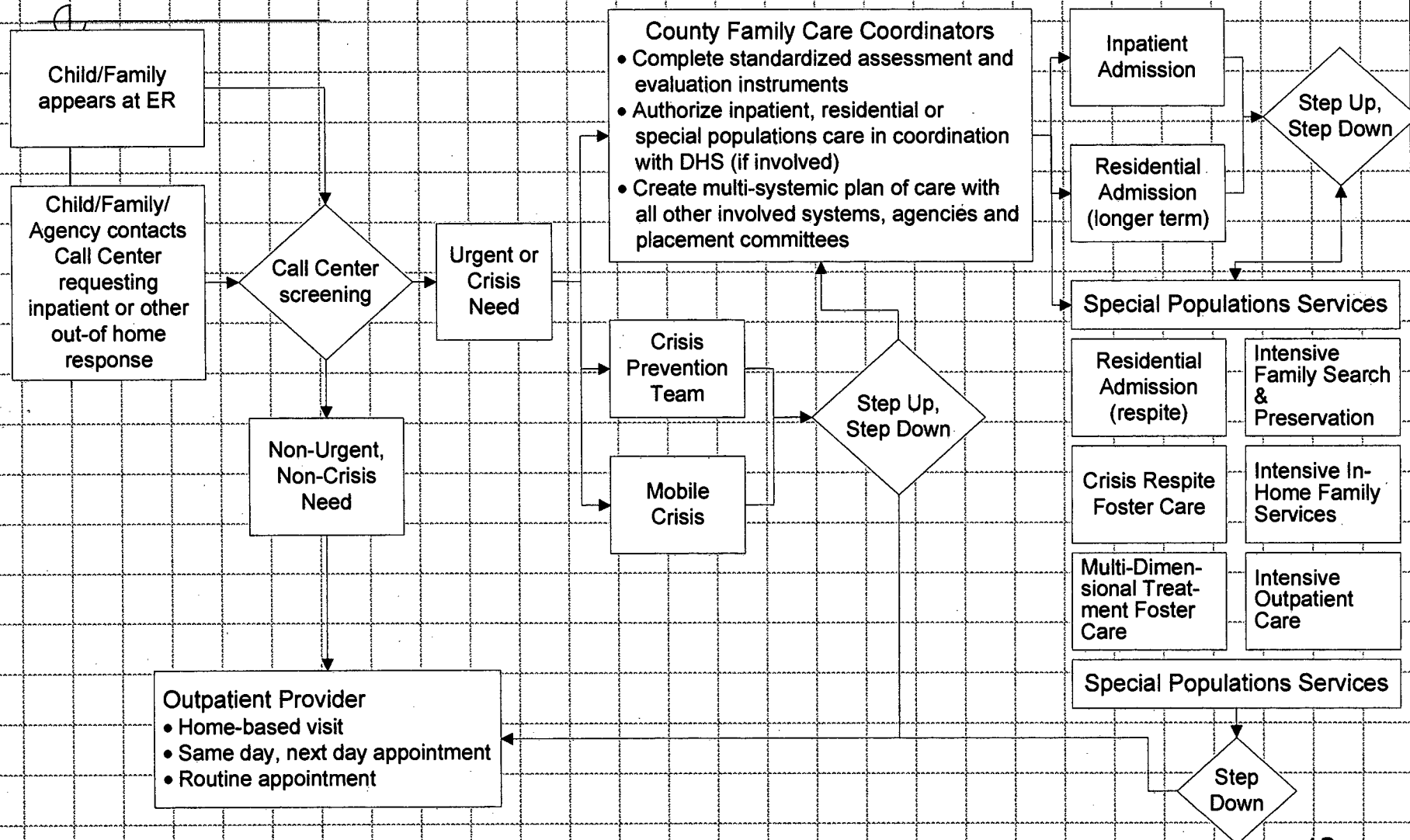
- ◆ Quarter 1, July – September 2005 Slots (additional slots will be added in Quarters 2, 3, 4, etc.)

Service	Description	Overlap	Slots at Startup
Group 1			
Intensive Family Search and Preservation	Locating kin, friends and natural resources to provide support and potential placements for institutionalized children with two residential placements or more. Services include intensive in-home and wraparound services to make community placements successful.	Foster Parent Recruitment and foster care placement is likely necessary while the search is conducted. Adult A&D and Mental Health	10 slots
Multi-Dimensional Treatment Foster Care	Foster Parent Recruitment, placement, foster home training and support, transition services to permanent placement if necessary.	Foster Parent Recruitment and foster care placement; Adult A&D and Mental Health	20 slots

7. Special Populations System of Care

Service	Description	Overlap	Slots at Startup
Group 2			
Intensive In Home Services	Multi-Systemic Therapy, Functional Family Therapy and other models targeted towards behavioral issues	Treatment Readiness for parents; Adult A&D and Mental Health	20 slots
Other Services: (targeted to BRS children, homeless and other)	Psychiatric, case-management, individual, family, cognitive behavioral, skill building, treatment readiness, adult mental health and A&D services	May require Treatment Foster Care.	35 slots
Group 3			
Transition Aged Youth Services (17 to 21)	Age appropriate housing; case management; vocational assistance; psychiatric; mentoring, homeless youth services	Foster Care Placement for a small percentage	0 slots
Totals			85 slots

Special Populations/Children's Intensive Mental Health Treatment Services



8. Early Childhood System of Care

- ◆ The RFP Design Team after reviewing available research estimated that between 5% and 10% of the OHP and indigent families with young children in Multnomah County have a need for the mental health services described in the Early Childhood (EC) planning documents. Annual costs for these services were estimated at \$3.8 to \$4.8 million. Available MHASD-controlled funding for fiscal year 2006 has been identified at \$1,009,127. The key issue for the Early Childhood System of Care is to determine how to bring about change in the system when such a gap exists.

8. Early Childhood System of Care

Multnomah County will reissue an RFP to contract with one or more Early Childhood Pilot Projects. The RFP will provide greater detail about the services that will be purchased by the County including the projected number of families that can be served with available funds and the types and quantities of services. Two categories of services are being prioritized: 1) Outreach to the most at risk families and their young children. 2) Treatment designed to remediate those problems.

8. Early Childhood System of Care

Multnomah County will “pilot” the EC design, retaining the integrity of the clinical model with a special focus on services to High Risk Families and High Risk Young Children. Families involved with Child Welfare, or at imminent risk of involvement, as well as referrals from the justice system have been identified as important populations needing services. These services will be provided county-wide by the EC Pilot that will provide Intensive Family Services based on a family-centered clinical model with linkages to adult mental health and substance abuse providers.

8. Early Childhood System of Care

The implementation will also include a strategy to provide services to Medium Risk Families. Services will target children at risk of losing child care due to behavioral issues, children with parents who have mental health/substance abuse problems but still have some stability, families with abuse history, etc.

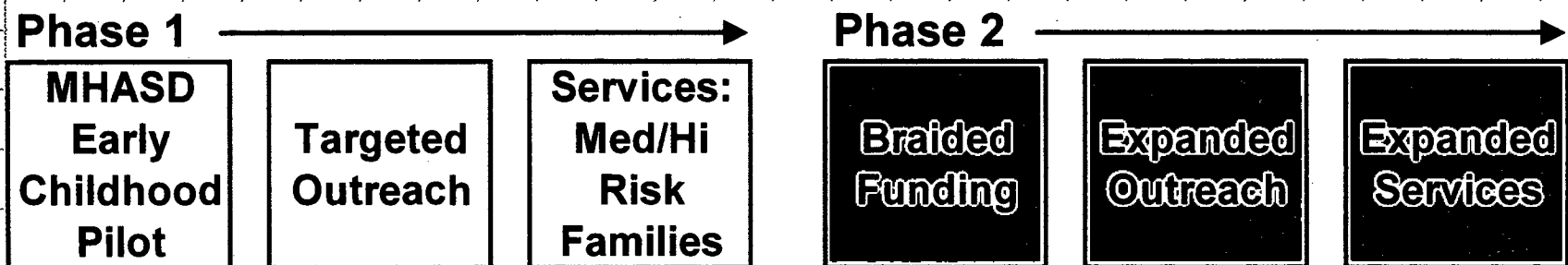
Services will be provided by two groups: The County Early Childhood staff will reprioritize their activities to reduce the amount of consultation they provide in the community in order to increase case management services to medium risk families. The EC Pilot staff will also provide services to this population as part of the contract.

8. Early Childhood System of Care

Funding for services to the families will initially come from three sources: the MHASD Early Childhood budget for County and EC Pilot services, the MHASD Adult Mental Health budget, and the MHASD Addictions Services budget. Adult Clinical Necessity Criteria may need to be altered to facilitate admission of adult members of medium or high risk families who do not have a serious mental illness.

8. Early Childhood System of Care

Once the Early Childhood System of Care pilot is established and able to demonstrate successful outcomes, MHASD will work with the Commission on Children and Families and other system partners, (DHS, DCJ, OSCPP, Health, etc.) to create braided funding mechanisms and a coordinated, multi-system funded, County-wide Early Childhood System of Care that close the gap between available MHASD funding and community need.



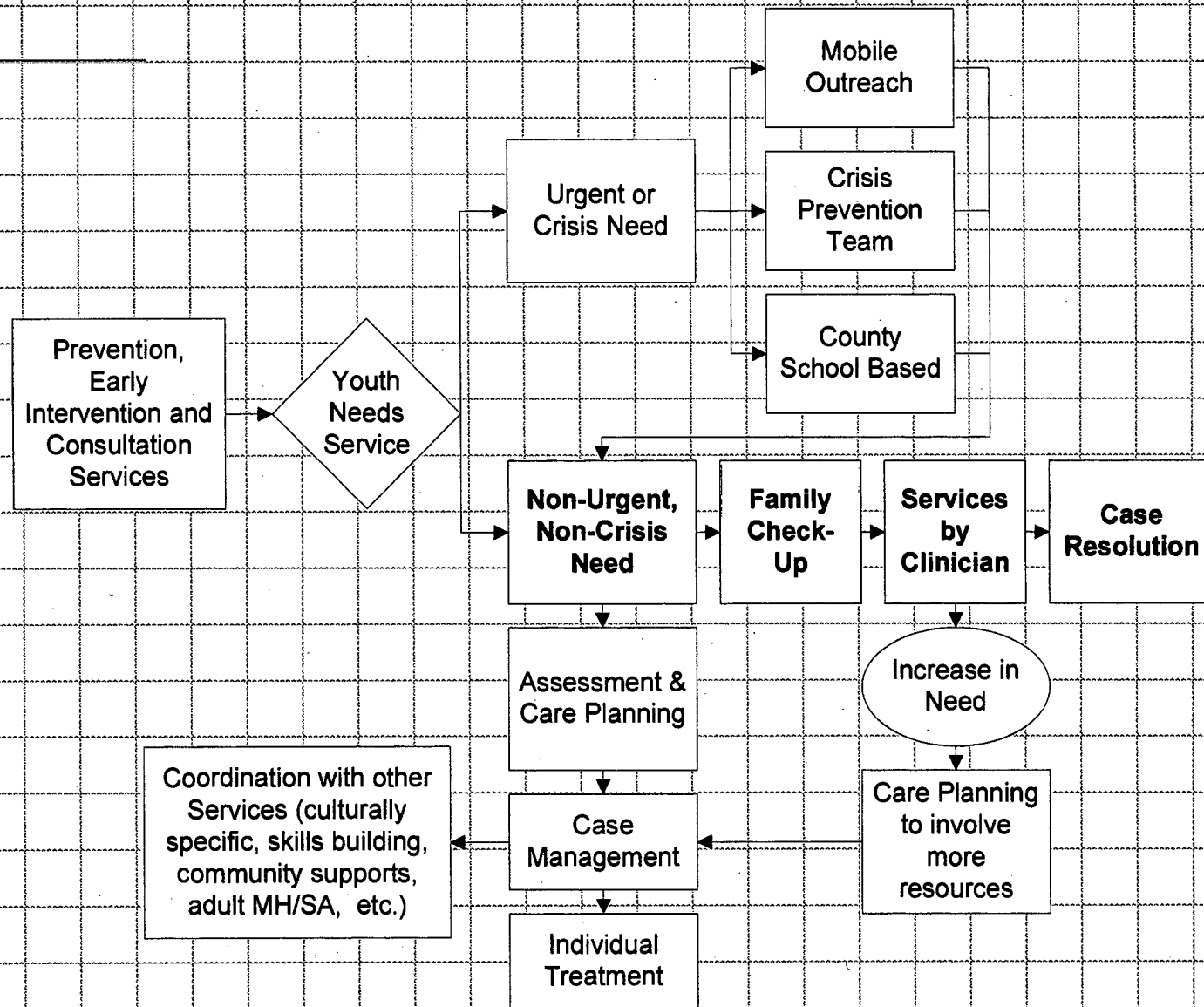
9. School-Aged System of Care

- ◆ The key change in the School Aged System of Care is to move away from a single Lead Agency for the entire county and work at the school district level, developing geographic-based coverage areas, following the same clinical design articulated in the original RFP.
- ◆ The funding for the coverage areas would be calculated based on a population based analysis that would be added to the financial/utilization computer model.
- ◆ The current thinking is to select two or more School-Aged (SA) Lead Agencies, with the number to be finalized in conjunction with the eight school districts.

9. School-Aged System of Care

- ◆ The SA Lead Agencies will have four primary tasks:
 - Relationship building with their school district(s), schools and families in the community to ensure that outreach and engagement with youth and families needing service is timely and successful.
 - Extensive use of the Family Check Up model, where the first appointment begins the relationship building process and is provided by the clinician that will be providing the services in the Family Check-Up flow (see Diagram 1 below).
 - Capacity at the SA Lead Agencies and/or close linkages to organizations that can provide Adult Mental Health and Adolescent/Adult Substance Abuse Services as part of the care plan.
 - Ability to provide more intensive wraparound services to youth when the Family Check Up model is not appropriate.

School-Aged System of Care Flow



9. School-Aged System of Care

- ◆ The School Aged System of Care implementation will also necessitate changes to the County's School-Based Mental Health Program.
 - A subset of this group will provide quality oversight and consultation to the School Aged Lead Agencies.
 - The group will also need to change its role in providing assessments to school-aged youth as the clinical design moves to the Family Check Up model and away from a process of assessment by a County clinician and hand-off to a contractor clinician.
 - Planning will begin shortly to identify alternative priority services that could be offered by the County's School-Based Mental Health Program as the new design is implemented.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-6
Est. Start Time: 10:30 AM
Date Submitted: 02/16/05

BUDGET MODIFICATION: -

Agenda Title: **Resolution Adopting the Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: February 24, 2005 Time Requested: 30 mins
Department: Non-Departmental Division: Commissioner Lisa Naito
Contact(s): Carol Wessinger
Phone: (503) 988-5217 Ext. 85217 I/O Address: 503/600
Presenter(s): Commissioner Lisa Naito, Nancy Winters and Invited Others

General Information

1. What action are you requesting from the Board?

Adoption of Resolution Adopting the Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Mental Health and Addiction Services Division is in the process of redesigning the system of care for children, youth and families to incorporate the recommendations from the Child and Family System of Care Workgroup and the changes being initiated by the State.

MHASD will issue a revised Request for Proposals based on the conceptual model process and timeline in the attached Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005. (See attached Plan)

MHASD will ensure that funding follows the needs of children and families to promote services that

keep children in the community with natural systems of support. Effective management of funding will allow for increased investment in prevention and early intervention services.

3. Explain the fiscal impact (current year and ongoing).

N/A

4. Explain any legal and/or policy issues involved.

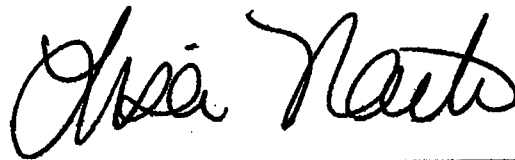
N/A

5. Explain any citizen and/or other government participation that has or will take place.

The community providers have been asked to participate in discussions about the redesign so they are well aware of the issues involved and have a meaningful role in the process. A number of meetings have already occurred. More meetings are planned with the child treatment providers. Members of consumer advocacy groups, as well as allied agencies like Child Welfare, are being asked to participate and provide input.

Required Signatures

**Department/
Agency Director:**



Date: 02/16/05

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting the Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005.

The Multnomah County Board of Commissioners Finds:

- a. On March 7, 2002, the County Board of Commissioners adopted Resolution 02-034 that approved the recommendations from the Child and Family System of Care Phase II Workgroup for Children's Mental Health System Redesign.
- b. After a delay due to significant State funding cuts, in March 2004 the Mental Health and Addiction Services Division's (MHASD) Children's Mental Health System Redesign team commenced planning to issue a Request for Proposal (RFP).
- c. On April 12, 2004, Robert Nikkel, State Department of Human Services, announced the Oregon Children's Mental Health System Change Initiative that would integrate funding for both Intensive Treatment Services and Outpatient Care for children enrolled in Oregon Health Plan. The Initiative would allow Multnomah and other counties to design services necessary to keep children in the community and prevent costly facility-based care.
- d. On September 17, 2004, a RFP incorporating the recommendations of Commissioner Lisa Naito's Child and Family System of Care Workgroup was issued. The clinical design called for the development of expertise in serving School Aged, Early Childhood, and Special Population Youth.
- e. The Department of County Human Services cancelled the solicitation for the System of Care for Children and Families Request for Proposals on December 16, 2004. Submitted proposals entailed excessive administrative costs with little improvement in clinical integration.
- f. MHASD will issue a revised Request for Proposals based on the conceptual model process and timeline in the attached Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005 (plan).
- g. MHASD will ensure that funding follows the needs of children and families to promote services that keep children in the community with natural systems of support. Effective management of funding will allow for increased investment in prevention and early intervention services [see attached plan].
- h. Contracts issued to all awardees will incorporate clear performance measures to demonstrate outcomes. Future funding decisions will be based on data-driven results [see attached plan].

- i. Nancy Winters, MHASD Interim Director, is responsible for management of the procurement process and implementation of the Children's Mental Health System Redesign as outlined in the plan.

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005, is adopted. Multnomah County Mental Health and Addiction Services Division is directed to proceed with the Children's Mental Health System Redesign as outlined in the plan.

ADOPTED this 24th day of February, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

#1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 02.24.05

SUBJECT: SOC

AGENDA NUMBER OR TOPIC: R-6

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Pam Patton

ADDRESS: Morrison Child + Family Svcs

CITY/STATE/ZIP: _____

PHONE: _____ DAYS: _____ EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 2-24-05

SUBJECT: Children's Initiative

AGENDA NUMBER OR TOPIC: R-6

FOR: / AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Bob Abrams DHS

ADDRESS: 2446 SE Ladd 97214

CITY/STATE/ZIP: _____

PHONE: _____ DAYS: _____ EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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1. Please complete this form and return to the Board Clerk.
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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-034

Adopting the Multnomah County Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005

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ADOPTED this 24th day of February, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair



REVIEWED:

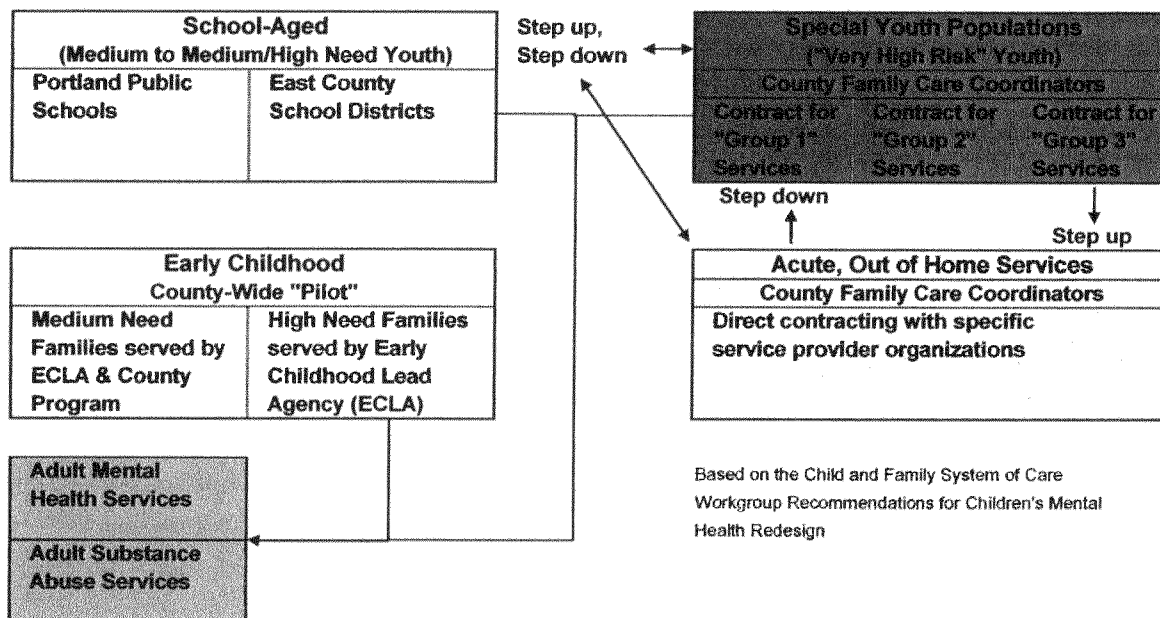
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

Multnomah Mental Health and Addiction Services Division System of Care for Children and Families Implementation Plan, February 2005

1. SOCCF Conceptual Model

The following diagram provides an overview illustration of the current SOCCF design, which consists of four major components.



• Figure 1: SOCCF Design Overview

2. Debrief of the Fall 2004 Request for Proposal (RFP) Process

A debrief of the RFP process by the MHASD staff yielded the following key points:

- The System of Care for Children and Families clinical design described in the September 2004 RFP continues to be a solid blueprint for transforming the service delivery system for children and families, based on the 2002 Child and Family System of Care Workgroup's Recommendations for Children's Mental Health Redesign.
- The RFP did not contain sufficient detail regarding what the county wanted to purchase; there were other areas lacking in clarity (e.g. role clarification of the County's family care coordinators in relation to the provider care coordinators).
- The design was 'before its time' from the perspective that the provider system isn't at a point to achieve financial, organizational and clinical integration for each of the three populations. This led to layers of new infrastructure at the

proposed Lead Agencies that exceeded the administrative cap without improving service delivery.

- The available funds did not match the requirements of the RFP.

3. SOCCF Funding Update

The Children's Intensive Mental Health Treatment Services system responsibility is shifting to the MHOs July 1, 2005. This includes responsibility for the most high-risk youth in the County who are currently served in Psychiatric Residential and Psychiatric Day Treatment programs.

The system must to be organized to accommodate this new level of responsibility and manage the new level of risk. The following table lists the preliminary budget for the SOCCF beginning July 1, 2005.

	FY2006 Preliminary Budget	% Funded by I-Tax
Special Populations	\$1,812,100	0.0%
Acute/ Out of Home Svcs	\$8,180,261	0.0%
School Age Children	\$6,568,425	0.0%
Early Childhood	\$1,027,380	0.0%
County Services	\$4,604,221	14.5%
Carve-Out	\$1,113,164	0.0%
Total \$	\$23,305,551	2.9%

Figure 2: Preliminary FY2006 Budget

The \$8,180,261 figure represents the budget for the Children's Intensive Mental Health Treatment Services. This figure will be decreasing as the state shifts the funding formula to match the number of Oregon Health Plan foster care children in each county.

Psych Residential Funding Ramp Down

	Period	# of Months	Annualized \$	% Change
Phase 1	7/1/05-9/30/05	3	\$8,389,694	
Phase 2	10/1/05-9/30/06	12	\$7,340,828	-13%
Phase 3	10/1/06-9/30/07	12	\$6,291,962	-14%
Phase 4	10/1/07-9/30/08	12	\$5,243,096	-17%

Figure 3: Change in Multnomah County Psychiatric Residential Funding

To manage this risk the County must reduce the number of children in residential beds from 100 residential slots to 85 by July 1, 2005 and to approximately 50 slots by October 2007.

4. Residential Funding Risk Management Strategy

With the time that was lost from the first RFP process, the county has an extremely short timeframe to bring the Special Populations component of the system online, which is the primary service area where residential services will be managed. This has necessitated staging the procurement process in two phases:

- **Phase 1:** Special Populations, Residential, and Day Treatment RFPQ, with 7/1/05 start date
- **Phase 2:** Early Childhood, School-Aged RFP released 60 days later with a 9/1 or 10/1/05 start date

5. Current Timeline

February, 2005:	Revise Special Populations, Residential, and Day Treatment RFPQ
Early March:	Special Populations, Residential, and Day Treatment RFPQ released
March:	Additional Early Childhood and School-Aged design with key stakeholders
Mid April:	RFPQ Responses due
Early May:	Early Childhood, School-Aged RFP released
Mid-June:	Special Populations, Residential, and Day Treatment contracts go into effect
June:	RFP Responses due
October 1, 2005:	Early Childhood, School Aged contracts go into effect

6. Culture

A substantial percentage of Multnomah County's Oregon Health Plan youth are members of a County recognized ethnic or language minority (see Figure 4). This helps define the portion of the mental health services for young people that must be delivered in a manner that is either culturally specific or culturally competent.

Calendar Year 2003 Parity Analysis

	Number of Clients	Total Child/Youth (0 thru 20)		
		Client Ratio	OHP Ratio	Parity Ratio
		% of clients of this race	% of OHP enrollees with this race	
OHP Clients by Race				
White, non-Eastern European	2,954	60.1%	45.4%	1.32
Eastern European	12	0.2%	6.8%	0.04
Asian/PI	74	1.5%	6.4%	0.23
Black	884	18.0%	17.6%	1.02
Hispanic	260	5.3%	19.7%	0.27
Native American	35	0.7%	0.7%	0.98
Other/ Unknown	698	14.2%	3.3%	4.35
	4,917	100%	100%	

< 1.0 = under-represented
> 1.0 = over-represented

Figure 4: Multnomah County Oregon Health Plan Ethnic/Language Minority

The clinical and business models design for the System of Care for Children and Families will support culturally specific and culturally competent service delivery in several ways:

- The County will contract directly with providers that have demonstrated expertise and experience with one or more ethnic or language minorities.
- Performance-based contracts will be developed that include culturally-oriented performance measures that all contractors must meet.
- The clinical design includes the expectation that if an ethnic or language or sexual minority adult is referred for mental health services, they will be offered the opportunity to receive these services through a culturally specific provider.
- Specific services and delivery methods will be developed and promoted that address the needs of specific cultures, including relevant evidence-based practices.

7. Special Populations System of Care

The key change in the Special Populations System of Care is to contract with two or more providers to provide these services. The County has the following groups of services and the number of slots that are expected to be in place by July 1, 2005.

Service	Description	Overlap	Slots at Startup
1. Intensive Family Search and Preservation	Locating kin, friends and natural resources to provide support and potential placements for institutionalized children with two residential placements or more. Services include intensive in-home and wraparound services to make community placements successful.	Foster Parent Recruitment and foster care placement is likely necessary while the search is conducted. Adult A&D and Mental Health	10 slots
2. Multi-Dimensional Treatment Foster Care	Foster Parent Recruitment, placement, foster home training and support, transition services to permanent placement if necessary.	Foster Parent Recruitment and foster care placement; Adult A&D and Mental Health	20 slots
3. Intensive In Home Services	Multi-Systemic Therapy, Functional Family Therapy and other models targeted towards behavioral issues	Treatment Readiness for parents; Adult A&D and Mental Health	20 slots
4. Other Services: (targeted to BRS children, homeless and other)	Psychiatric, case-management, individual, family, cognitive behavioral, skill building, treatment readiness, adult mental health and A&D services	May require Treatment Foster Care.	35 slots
5. Transition Aged Youth Services (17 to 21)	Age appropriate housing; case management; vocational assistance; psychiatric; mentoring	Includes Homeless Youth; Foster Care Placement for a small percentage	0 slots
Totals	Numbers will increase in subsequent quarters		85 slots

Figure 5: Special Populations Services and Slots

Children's Intensive Mental Health Treatment and Special Populations Services

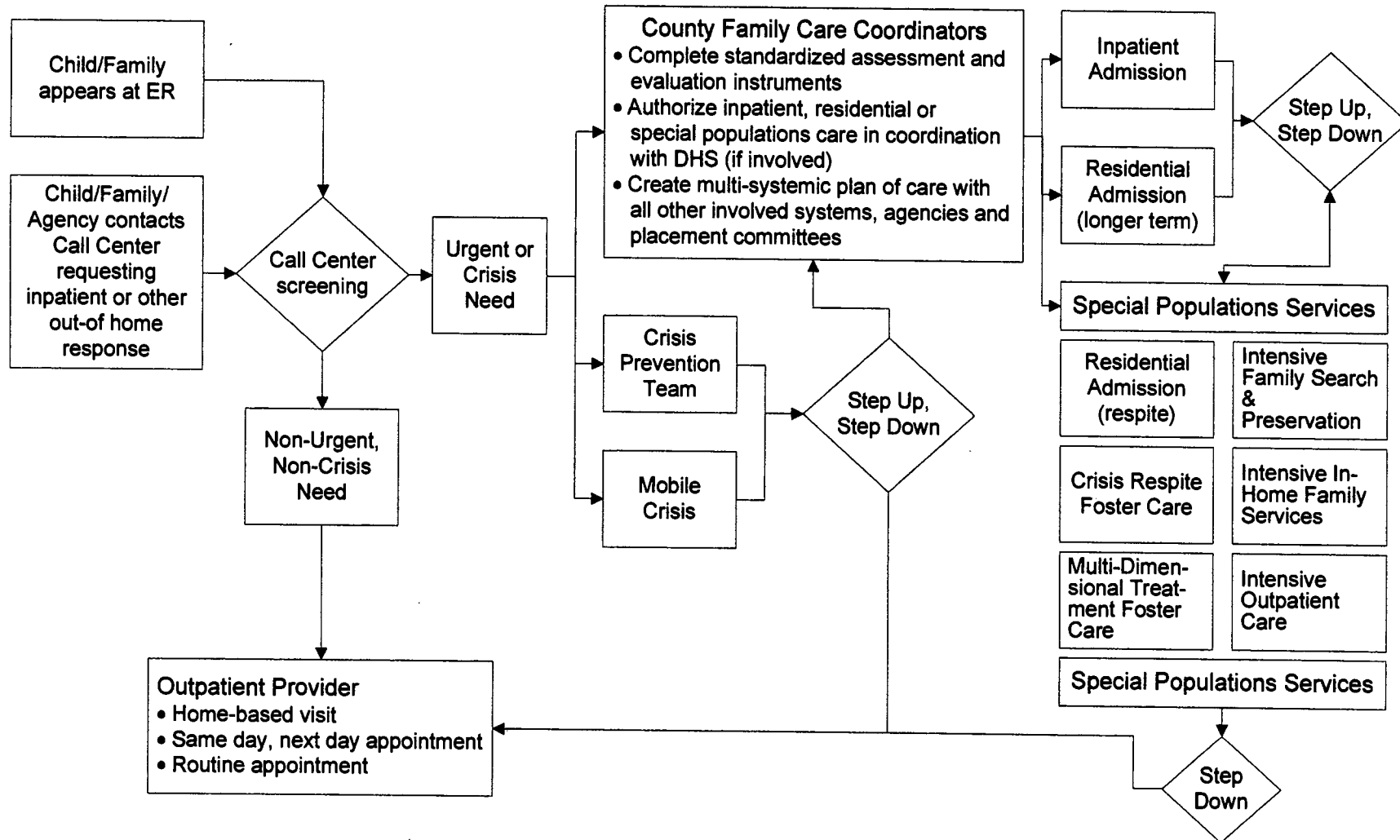


Figure 6: Special Populations Workflow

8. Early Childhood System of Care

The RFP Design Team after reviewing available research estimated that between 5% and 7% of the OHP and indigent families with young children in Multnomah County have a need for the mental health services described in the Early Childhood (EC) planning documents. Annual costs for these services were estimated at \$3.8 to \$4.8 million. Available MHASD-controlled funding for fiscal year 2006 has been identified at \$1,009,127. The key issue for the Early Childhood System of Care is to determine how to bring about change in the system when such a gap exists. The following strategies have been developed to address this key issue:

- Multnomah County will reissue an RFP to contract with one or more Early Childhood Pilot Projects. The RFP will provide greater detail about the services that will be purchased by the County including the projected number of families that can be served with available funds and the types and quantities of services. Two categories of services are being prioritized: 1) Outreach to the most at risk families and their young children. 2) Treatment designed to remediate those problems.
- Multnomah County will “pilot” the EC design, retaining the integrity of the clinical model with a special focus on services to High Risk Families and High Risk Young Children. Families involved with Child Welfare, or at imminent risk of involvement, as well as referrals from the justice system have been identified as important populations needing services. These services will be provided county-wide by the EC Pilots that will provide Intensive Family Services based on a clinical model that entails a family-centered practice that integrates different behavioral practices and ensures linkages to adult mental health and substance abuse providers.
- The implementation will also include a strategy to provide services to Medium Risk Families. Services will target children at risk of losing child care due to behavioral issues, children with parents who have mental health/substance abuse problems but still have some stability, families with abuse history, etc. Services will be provided by two groups: 1) The County Early Childhood staff will reprioritize their activities to reduce the amount of consultation they provide in the community in order to increase treatment to medium risk families. The EC Pilot staff will also provide services to this population as part of the lead agency contract. Engagement by County staff will occur through the programs where consultation is currently occurring – primarily Head Start and Multnomah ESD early childhood program sites. Engagement by EC Pilot staff will occur as described above – primarily through referrals from Child Welfare, Health Adult Services and the justice system.
- Funding for services to the families will initially come from three sources: the MHASD Early Childhood budget for County and EC Pilot services, the MHASD Adult Mental Health budget, and the MHASD Addictions Services budget. Adult Clinical Necessity Criteria may need to be altered to facilitate admission of adult

members of medium or high risk families who do not have a serious mental illness.

- Once the Early Childhood System of Care pilot is established and able to demonstrate successful outcomes, MHASD will work with the Commission on Children and Families and other system partners, (DHS, DCJ, OSCPP etc.) to create braided funding mechanisms and a coordinated, multi-system funded, County-wide Early Childhood System of Care that close the gap between available MHASD funding and community need.

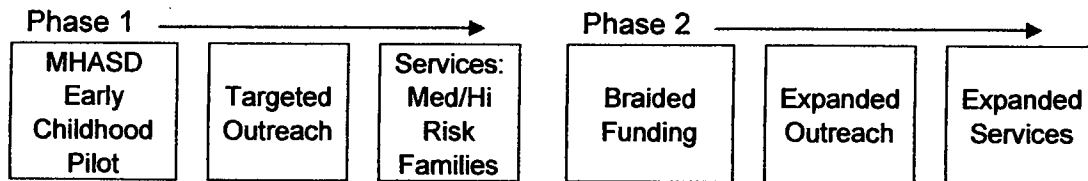


Figure 7: Early Childhood Phase-In Plan

9. School Aged System of Care

The key change in the School Aged System of Care is to move away from a single Lead Agency for the entire county and work at the school district level, developing geographic-based coverage areas, following the same design articulated in the RFP. The funding for the coverage areas would be calculated based on a population based analysis that would be added to the financial/utilization computer model.

The current thinking is to select two or more School-Aged (SA) Lead Agencies, with the number to be finalized in conjunction with the eight school districts. The SA Lead Agencies will have four primary tasks:

- Relationship building with their school district(s), schools and families in the community to ensure that outreach and engagement with youth and families needing service is timely and successful.
- Extensive use of the Family Check Up model, where the first appointment begins the relationship building process and is provided by the clinician that will be providing the services in the Family Check-Up flow (see Figure 7 below).
- Capacity at the SA Lead Agencies and/or close linkages to organizations that can provide Adult Mental Health and Adolescent/Adult Substance Abuse Services as part of the care plan.
- Ability to provide more intensive wraparound services to youth when the Family Check-Up model is not appropriate.

School-Aged Population Services

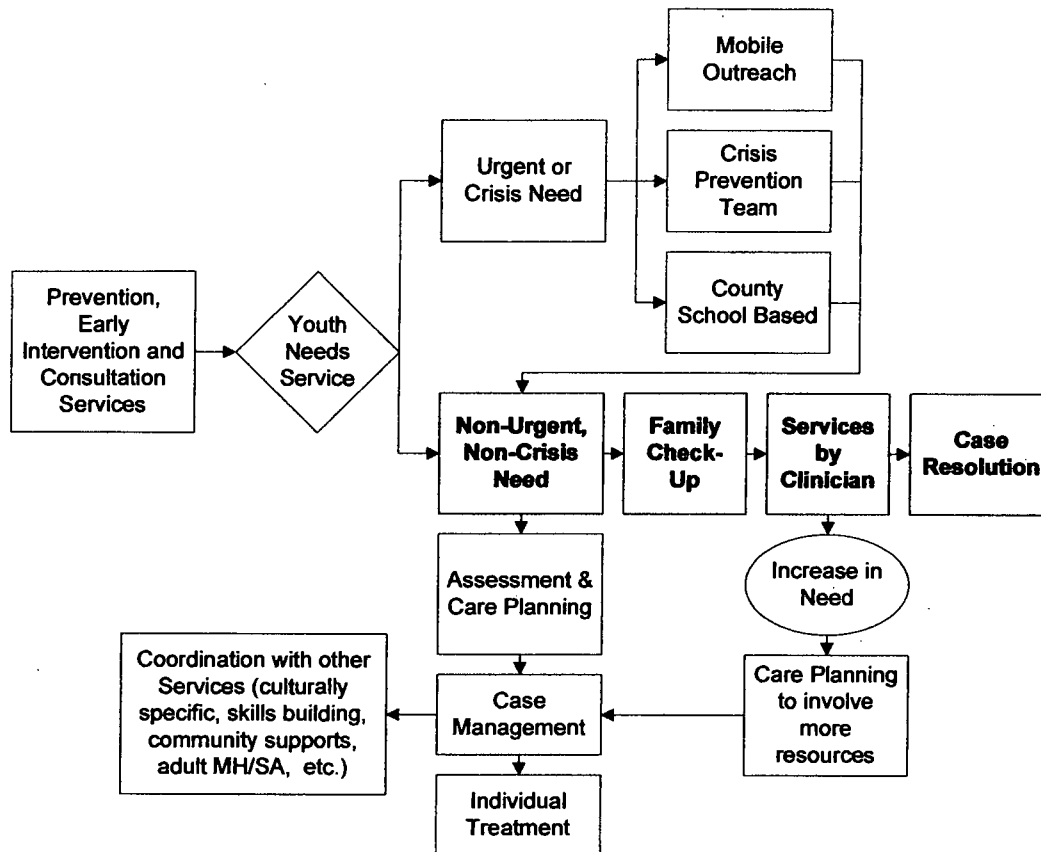


Figure 8: School-Aged System of Care Flow

The School Aged System of Care implementation will also necessitate changes to the County's School-Based Mental Health Program. A subset of this group will provide quality oversight and consultation to the School Aged Lead Agencies. The group will also need to change its role in providing assessments to school-aged youth as the clinical design moves to the Family Check Up model and away from a process of assessment by a County clinician and hand-off to a contractor clinician. Planning will begin shortly to identify alternative priority services that could be offered by the County's School-Based Mental Health Program as the new design is implemented.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-7
Est. Start Time: 11:00 AM
Date Submitted: 02/14/05

BUDGET MODIFICATION: -

Agenda Title: Resolution Supporting Legislation to Promote the Use and Production of Biofuels in Oregon

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: 02/24/05 Time Requested: 30 mins.
Department: Non-Departmental Division: Commissioners Serena Cruz and Maria Rojo deSteffey
Contact(s): Mary Carroll and Shelli Romero
Phone: 503 988-5275; 503-988-4435 Ext I/O Address: 503/600

Presenter(s): Amy Joslin, Multnomah County Sustainability Initiative and invited guests

General Information

1. What action are you requesting from the Board?

A resolution from the Board supporting legislation being introduced in Oregon to provide incentives to produce biofuels in Oregon

2. Please provide sufficient background information for the Board and the public to understand this issue.

Oregon holds tremendous untapped potential for producing "home-grown" energy from our farm and forest lands. Biorefineries can co-produce ethanol and biofuel products from grain, as well as biolubricants from oilseed crops. Woody biomass and other biomass feedstocks can be used to produce electricity. Bioenergy can fuel economic development, job creation, energy independence, and environmental sustainability.

3. Explain the fiscal impact (current year and ongoing).

4. Explain any legal and/or policy issues involved.

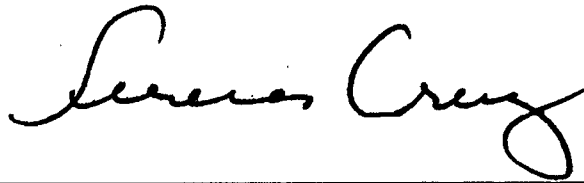
Multnomah County adopted its Sustainability Initiative in 2001. In April 2001, the Board and the City of Portland adopted a joint *Local Action Plan on Global Warming* to reduce the emission of greenhouse gasses.

5. Explain any citizen and/or other government participation that has or will take place.

This resolution supports Biofuel legislation in the Oregon Legislature.

Required Signatures

**Department/
Agency Director:**



Date: 02/14/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Supporting Legislation to Promote the Use and Production of Biofuels in Oregon

The Multnomah County Board of Commissioners Finds:

- a. Recent studies show use of standard diesel fuel is causing particulate pollution levels to be on average 750 times higher than human health benchmarks, making it the number one air toxic in Multnomah County and Oregon.
- b. Studies also show the use of these diesel fuels is linked to lung cancer, upper respiratory illnesses, allergies, asthma, and other respiratory disorders. Standard diesel fuel exhaust is of particular concern as an asthma trigger, especially for children and other vulnerable populations.
- c. Previous action by Multnomah County (Resolution 01-052) established a goal of reducing greenhouse gas emissions by 10% by 2010 and included an objective to increase the use of alternative fuels in on-road and off-road equipment.
- d. Biodiesel is a cleaner-burning diesel fuel made from natural, renewable sources such as vegetable oils. It is a renewable fuel that reduces emissions of diesel particulate matter and air toxics. Additionally, according to a U.S. Department of Energy analysis, biodiesel results in a 78% lifecycle reduction in carbon dioxide, the primary greenhouse gas causing global warming. Biorefineries can co-produce ethanol and biofuel products from grain, as well as biolubricants from oilseed crops. Ethanol used in a 10% blend with gasoline can reduce greenhouse gas emissions by 12-19%.
- e. Biofuels, including biodiesel and ethanol, offer an alternative to a fossil-fuel economy and provide a means of transitioning to a renewable energy economy not dependent on foreign oil.
- f. Since 2002, Multnomah County has used biodiesel in its own fleet – with positive results. No capital costs, engine modifications, or changes to infrastructure have been required; and no significant performance issues have been experienced. Continued use is expected.
- g. There is strong and growing West Coast demand for renewable transportation fuels including ethanol and biodiesel. However, while some are being discussed, there are not yet any large scale West Coast plants to meet that demand.
- h. Biofuels offer strong economic development potential by stimulating the growth of crops locally for biofuel production, as well generating new jobs associated with development and operation of biofuels manufacturing in Oregon.

- i. Relying on local feedstock for biofuels production will provide more options for crops and profits for the Oregon agriculture industry. Additionally, the byproduct of the crops used to produce biofuels themselves can also become a viable market as a natural fertilizer or processed as livestock feed.
- j. Biodiesel is also produced out of waste grease, creating a new market for waste grease from area restaurants.
- k. Biofuels have minimal up-front investment, for long term economic gains.
- l. Using biofuels promotes positive air quality, energy security, and economic development for our region.

The Multnomah County Board of Commissioners Resolves:

- 1. The Board endorses 2005 biofuels legislation being introduced in Oregon to provide incentives to produce biofuels in Oregon and utilize Oregon crops; set a renewable fuel standard; expand markets for biodiesel; and support pilot projects for biodiesel school buses.

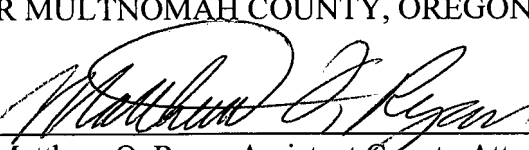
ADOPTED this 24th day of February 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

B-7

1. Amy Joslin
2. Michele Gardner (County Fleet)
3. Gary Oxman (County Health)
4. Chris Hagerbauer (OR Environmental Council)
6. Marcus Simantel (Retired Farmer)
7. John Connolly (OR Biofuels)
8. Tom Koehler (Kinergy Resources)
5. Ashley Henry (OR Business Association)

(d) If the device was constructed or installed by a contractor, a statement signed by the contractor that the applicant has received:

(A) A statement of the reasonably expected energy savings of the device;

(B) A copy of consumer information published by the Office of Energy;

(C) An operating manual for the alternative energy device; and

(D) A copy of the contractor's certification certificate or alternative energy device system certificate as appropriate;

(e) If the device was not constructed or installed by a contractor, evidence that:

(A) The Office of Energy has issued an alternative energy device system certificate for the device; and

(B) The taxpayer has obtained all building permits required for construction or installation of the device;

(f) A statement, signed by both the taxpayer claiming the credit and the contractor if the device was constructed or installed by a contractor, that the construction or installation meets all the requirements of ORS 469.160 to 469.180 or, if the device is a fueling station and the taxpayer is the contractor, a statement signed by the contractor that the construction or installation meets all of the requirements of ORS 469.160 to 469.180;

(g) The date the alternative energy device was purchased;

(h) The date the alternative energy device was placed in service; and

(i) Any other information that the administrator of the Office of Energy or the Department of Revenue determines is necessary.

(5)(a) When the Office of Energy finds that an alternative energy device can meet the standards adopted under ORS 469.165, the administrator of the Office of Energy may issue a contractor system certification to the person selling and constructing or installing the alternative energy device.

(b) Any person who sells or installs more than 12 alternative energy devices in one year shall apply for a contractor system certification. An application for a contractor system certification shall be made in writing on a form provided by the Office of Energy and shall contain:

(A) A statement that the contractor has any license, bonding, insurance and permit that is required for the sale and construction or installation of the alternative energy device;

(B) A specific description of the alternative energy device, including, but not limited to, the material, equipment and mechanism used in the device, operating procedure, sizing and siting method and construction or installation procedure;

(C) The addresses of three installations of the system that are available for inspection by the Office of Energy;

(D) The range of installed costs to purchasers of the device;

(E) Any important construction, installation or operating instructions; and

(F) Any other information that the Office of Energy determines is necessary.

(c) A new application for contractor system approval shall be filed when there is a change in the information supplied under paragraph (b) of this subsection.

(d) The Office of Energy may issue contractor system certificates to each contractor who on October 3, 1989, has a valid dealer system certification, which shall authorize the sale and installation of the same domestic water heating alternative energy devices authorized by the dealer certification.

(e) If the Office of Energy finds that an alternative energy device can meet the standards adopted under ORS 469.165, the administrator may issue an alternative energy device system

Testimony – Multnomah County Commission

02/24/05 Biofuels Resolution

Marcus Simantel 2024 SW Howards Way#204 Portland, OR 97201 503-219-9211

I am an Oregon farmer – retired. I am also a past president of the Agri-Business Council of Oregon. I want to comment on the importance of the biofuels legislation to Oregon agriculture.

Agriculture continues to be one of Oregon's economic drivers – and in the last 15 years has been Oregon's most reliable economic segment, accounting for roughly 10% of Oregon's economic activity. But having said that, Oregon's farmers are also under terrific pressure - due to globalization and wallmartization – to always grow more product per acre and at a lower per unit cost. It is a constant battle for farmers to succeed, much like most small businesses, but I would suggest, even more so.

The biofuels proposed legislation will give Oregon farmers another crop alternative, one that holds promise for profitability. Currently that crop would be canola. While there needs to be some care taken so canola won't contaminate some of our other seed crops it is seen as a very positive move for the industry. In addition, farm tractors, trucks, combines and other farm equipment will be a major user of biodiesel. Currently only a handful of farmers are using biodiesel due to its lack of availability.

This resolution is definitely a win – win. It is good for the country mouse and it is good for the city mouse. Any time the urban/rural split is bridged by working together it ought be celebrated.

Thank You. I urge a yes vote.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-035

Supporting Legislation to Promote the Use and Production of Biofuels in Oregon

The Multnomah County Board of Commissioners Finds:

- a. Recent studies show use of standard diesel fuel is causing particulate pollution levels to be on average 750 times higher than human health benchmarks, making it the number one air toxic in Multnomah County and Oregon.
- b. Studies also show the use of these diesel fuels is linked to lung cancer, upper respiratory illnesses, allergies, asthma, and other respiratory disorders. Standard diesel fuel exhaust is of particular concern as an asthma trigger, especially for children and other vulnerable populations.
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- e. Biofuels, including biodiesel and ethanol, offer an alternative to a fossil-fuel economy and provide a means of transitioning to a renewable energy economy not dependent on foreign oil.
- f. Since 2002, Multnomah County has used biodiesel in its own fleet – with positive results. No capital costs, engine modifications, or changes to infrastructure have been required; and no significant performance issues have been experienced. Continued use is expected.
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- j. Biodiesel is also produced out of waste grease, creating a new market for waste grease from area restaurants.
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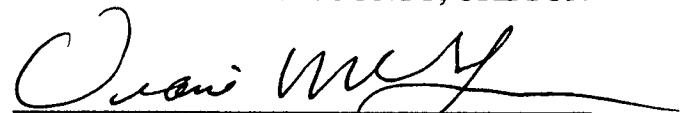
The Multnomah County Board of Commissioners Resolves:

- 1. The Board endorses 2005 biofuels legislation being introduced in Oregon to provide incentives to produce biofuels in Oregon and utilize Oregon crops; set a renewable fuel standard; expand markets for biodiesel; and support pilot projects for biodiesel school buses.

ADOPTED this 24th day of February 2005.

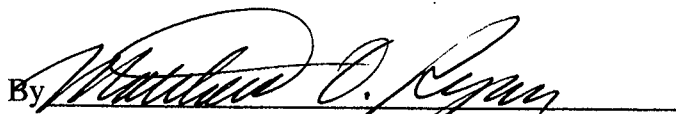


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-8
Est. Start Time: 11:30 AM
Date Submitted: 02/14/05

BUDGET MODIFICATION: -

Agenda RESOLUTION Approving the Multnomah County Fiscal Years 2005-2009
Title: Transportation Capital Improvement Plan and Program

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>February 24, 2005</u>	Time Requested:	<u>25 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Land Use & Transportation</u>
Contact(s):	<u>Ed Abrahamson</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>29620</u>
		I/O Address:	<u>455/2</u>
Presenter(s):	<u>Cecilia Johnson and Ed Abrahamson</u>		

General Information

1. What action are you requesting from the Board?

Approval of the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Approval by the Board of County Commissioners is sought for the Multnomah County Fiscal Years 2005-2007 Transportation Capital Improvement Plan and Program (TCIPP). The TCIPP is updated biennially, programming capital transportation projects for five years. A resolution approving the TCIPP is included.

3. Explain the fiscal impact (current year and ongoing).

The TCIPP serves as the tool to program projected funds with top priority capital improvement projects. Approval of the TCIPP adopts the schedule of construction projects for a five-year period.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

A series of three public meetings was held throughout the County to solicit input for potential capital improvements.

Required Signatures

**Department/
Agency Director:**



Date: 02/11/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program

Multnomah County Land Use and
Transportation Program

Capital Improvement Plan

identifies and sets priorities for road, bicycle, pedestrian, bridge and preservation capital projects, and related improvements necessary to *sustain and enhance* the County transportation system necessary to support a Thriving Economy.

Capital Improvement Program

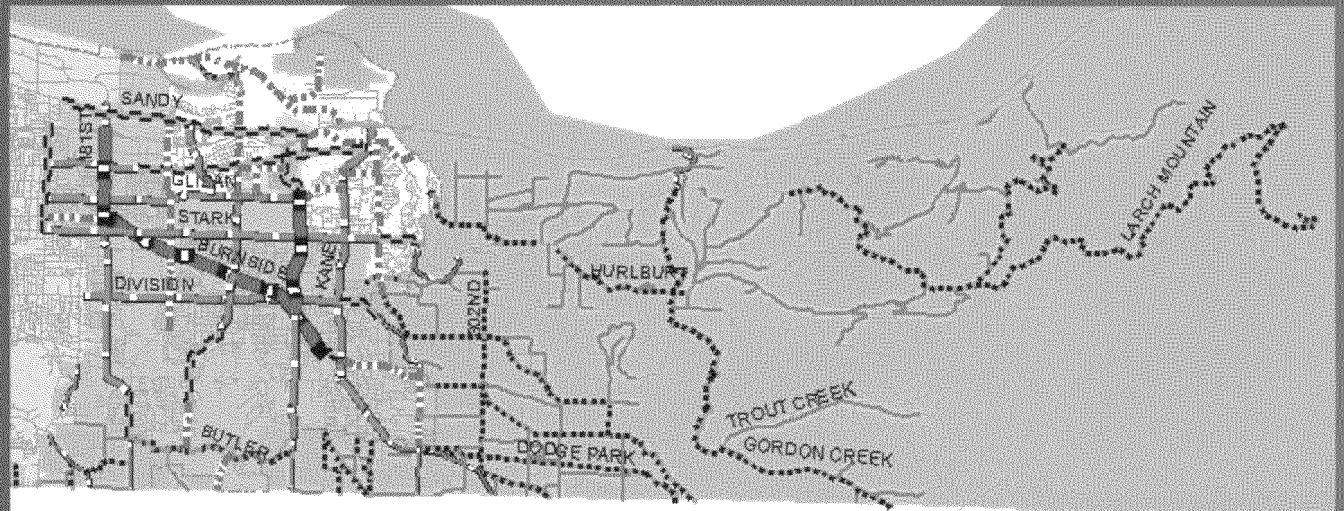
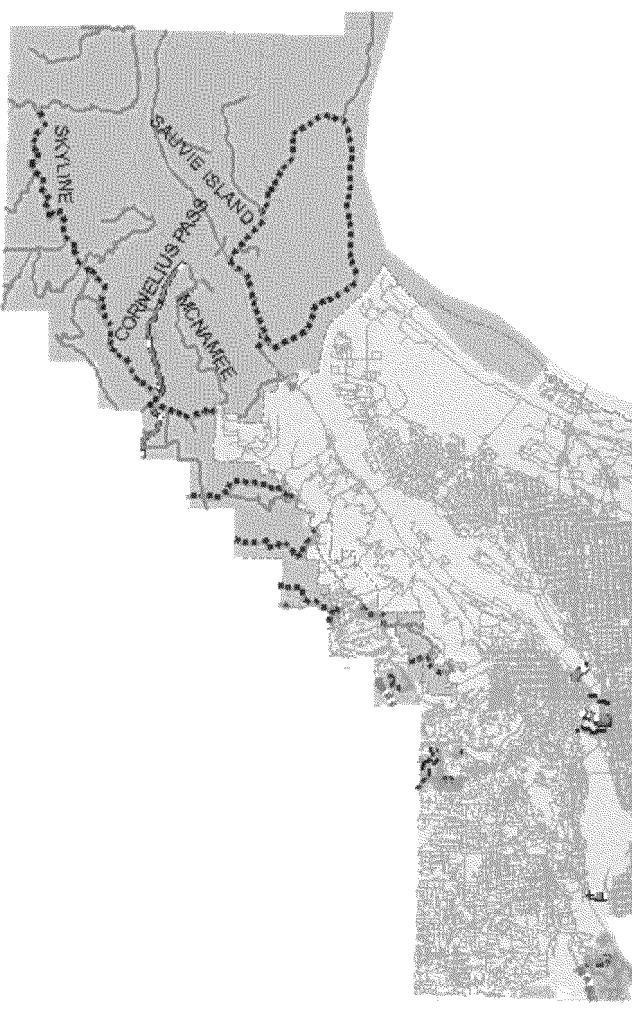
implements the Capital Improvement Plan by assigning available revenue to the highest ranked capital projects

Multnomah County Roadway System

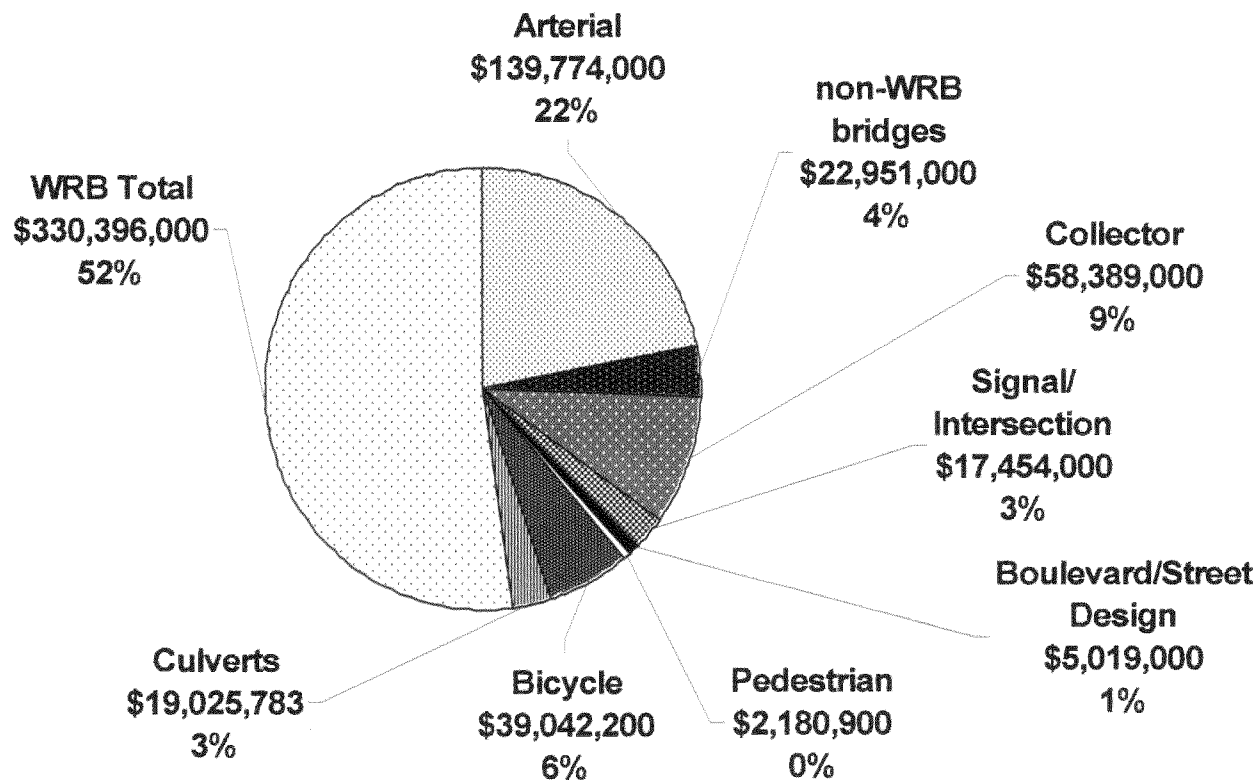
90.49 centerline miles in West Multnomah
County

259.11 centerline miles in East
Multnomah County

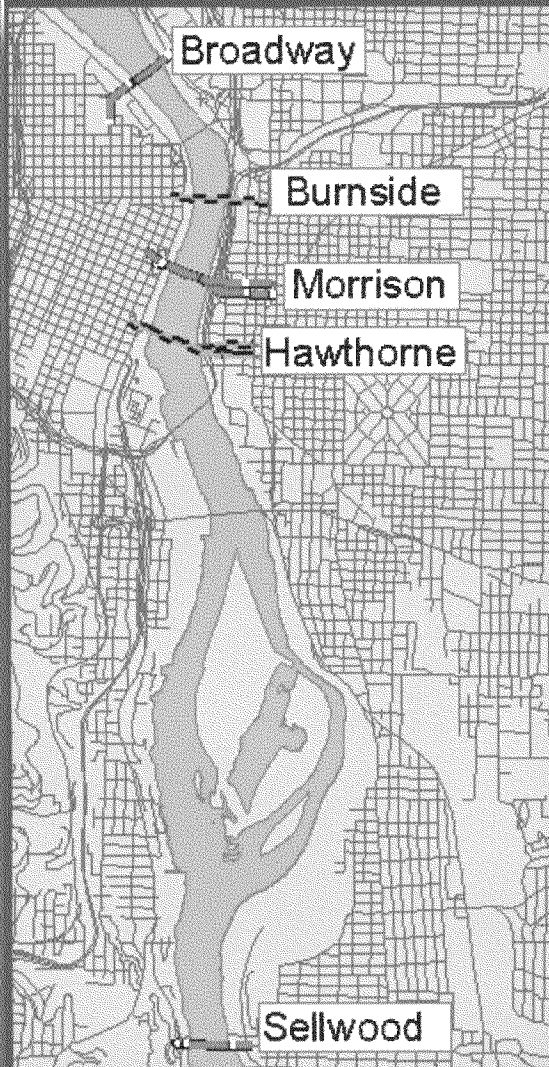
76.9% Rural, 23.1% Urban



Capital Improvement Projects Cost Breakdown



Willamette River Bridges



- Construction projects
 - Sellwood Bridge Replacement (\$ 92 million)
 - Sauvie Island Bridge Replacement (\$ 32 million)
- Corrosion Protection, Accessibility Improvements, Electrical Upgrades, etc. (\$ 144 million)
- Seismic Retrofit (\$ 63 million)

Total WRB Program Cost =
\$ 330,396,000

Roadway Projects

- Capacity improvements to arterial (25), collector and local roads (30)
- Traffic signal/intersection projects (29)
- Street enhancement/boulevard projects (9)
- Non-Willamette River bridge projects (8)

Total Road Program Cost = \$202,680,000*

*excludes capital preservation projects

Capital Preservation

Road Repair & Reconstruction

- 242nd Avenue – Stark to Glisan
- Burnside Road – 242nd to Powell
- Cornelius Pass Road
- Marine Drive

Total Road Repair and
reconstruction Program Cost =
\$40,907,000

Pedestrian Projects

- Sidewalks - complete segments where sidewalks were not built as part of original road construction
- ADA implementation
- 59 Projects

Total Pedestrian Program Cost =
\$2,180,900

Bicycle Projects

- Bike loops (traffic signal activation)
- Bikeways
- 76 Projects

Total Bicycle Program Cost =
\$ 39,042,200

Fish Passage Culvert Projects

- 48 of the County's 1400 culverts need improvement for fish passage
- 25 of the 48 culverts are of highest priority

Total Fish Passage Culvert Program
Cost = \$19,025,783

FY 05-09 Bridge Capital Improvement Program

1.	Sauvie Island Bridge	\$ 37,973,000
2.	Broadway Bridge	\$ 38,417,000*
3.	Sellwood Bridge	\$ 16,004,000
4.	Burnside Bridge	\$ 8,617,000
5.	Morrison Bridge	\$ 2,515,000
6.	Other	\$ 14,289,000
	Total	\$117,815,000

*Includes 3 discreet projects

FY 05-09 Roadway Capital Improvement Program

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Road Construction	\$3,168,000	\$738,000	\$0	\$5,739,000	\$1,315,000
Bridges (non-WRB)	\$2,389,000	\$4,764,000	\$0	\$0	\$0
Signal intersection	\$762,000	\$25,000	\$25,000	\$25,000	\$25,000
Street Design/Concept	\$0	\$0	\$0	\$0	\$0
Bicycle	\$40,000	\$0	\$0	\$0	\$0
Pedestrian	\$100,000	\$0	\$0	\$0	\$0
Culvert	\$210,000	\$0	\$0	\$0	\$4,870,000
Preservation and Safety	\$1,951,000	\$1,301,000	\$250,000	\$250,000	\$250,000
ADA	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000
COP Debt Service	\$288,000	\$288,000	\$288,000	\$288,000	\$288,000
Emergency Reserve	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total	\$9,208,000	\$7,341,000	\$788,000	\$6,527,000	\$6,973,000

Multnomah County Fiscal Years 2005-2009

Transportation Capital Improvement Plan and Program

Multnomah County Land Use and
Transportation Program

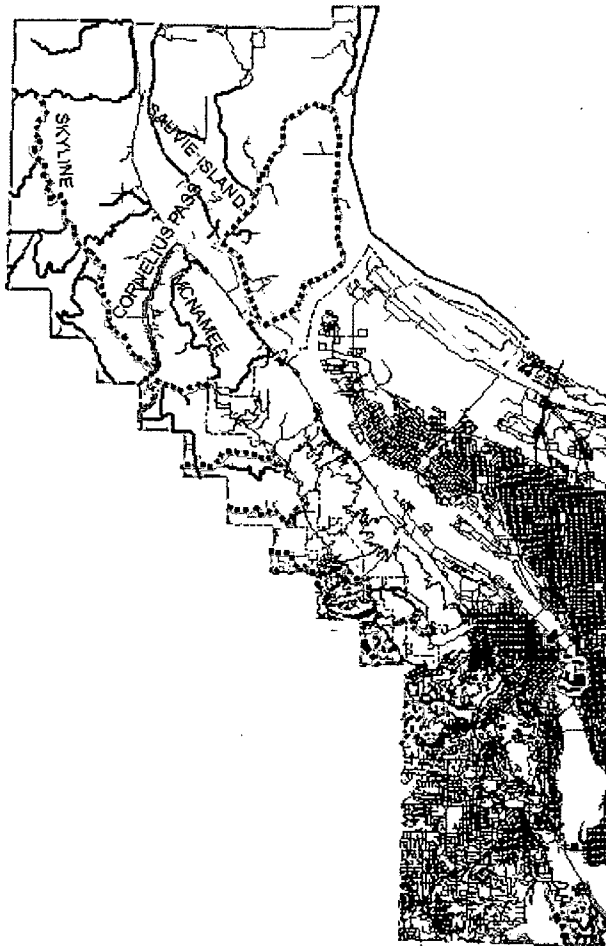
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Capital Improvement Program

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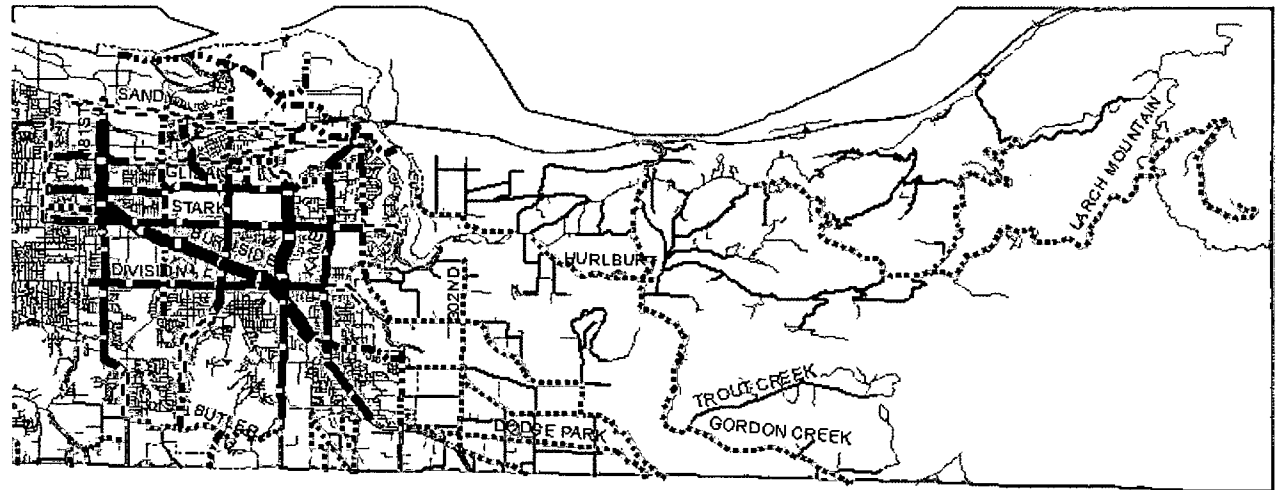
Multnomah County Roadway System



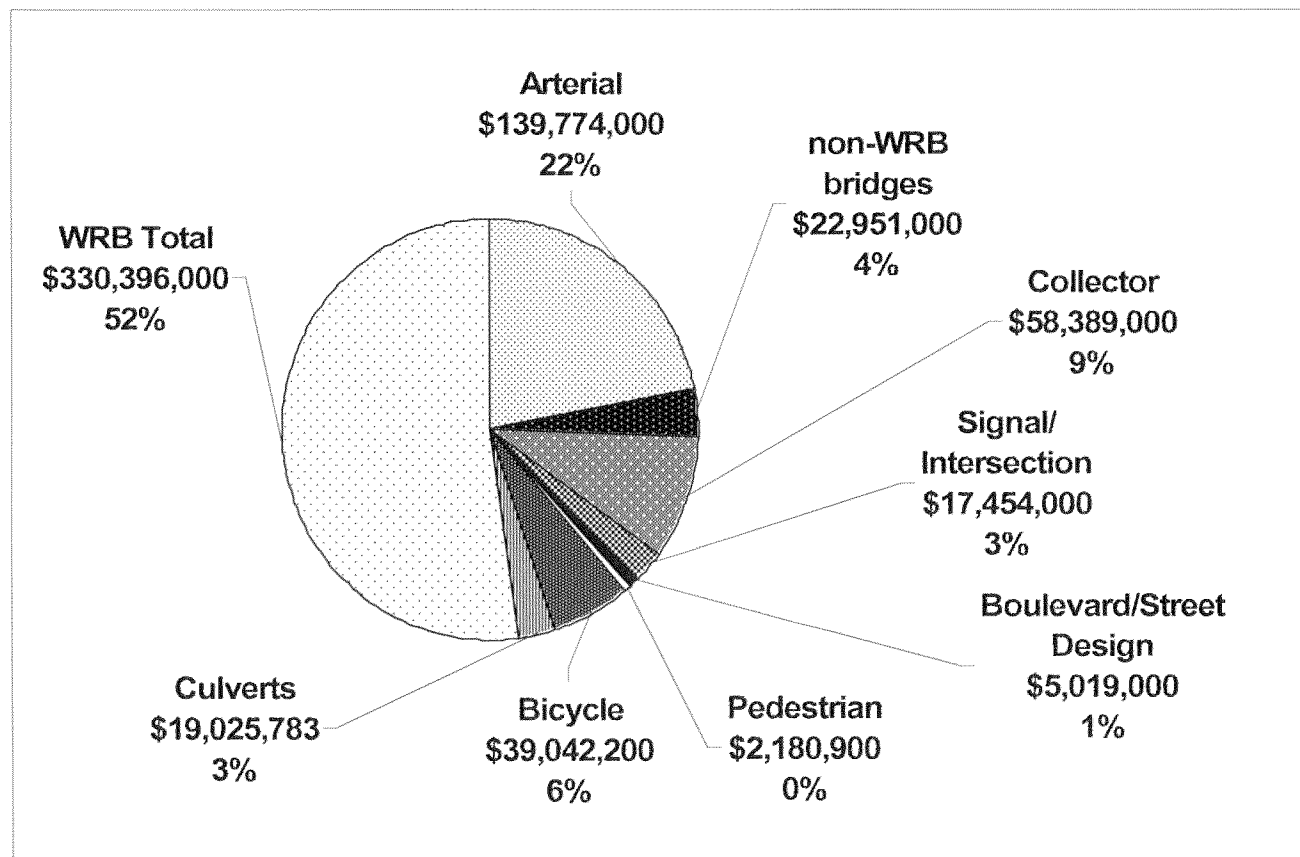
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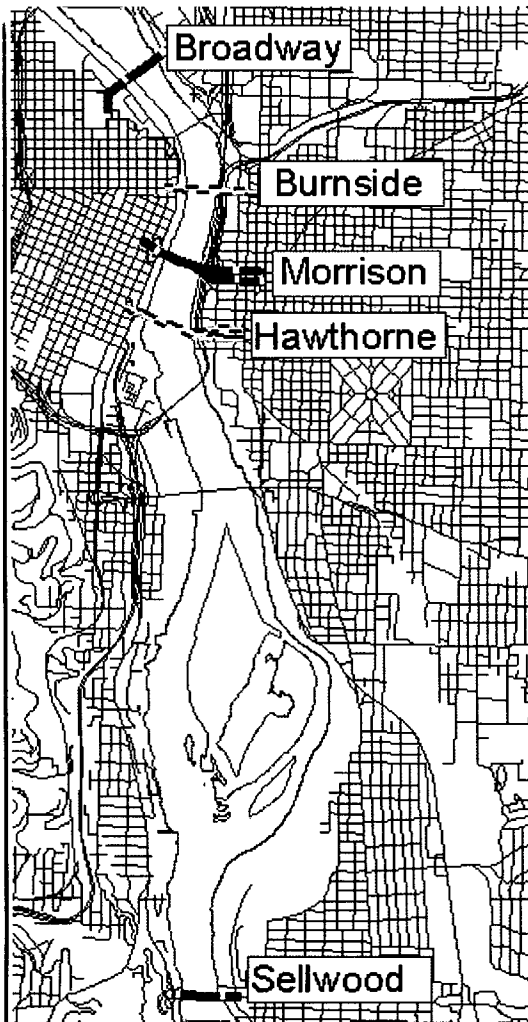
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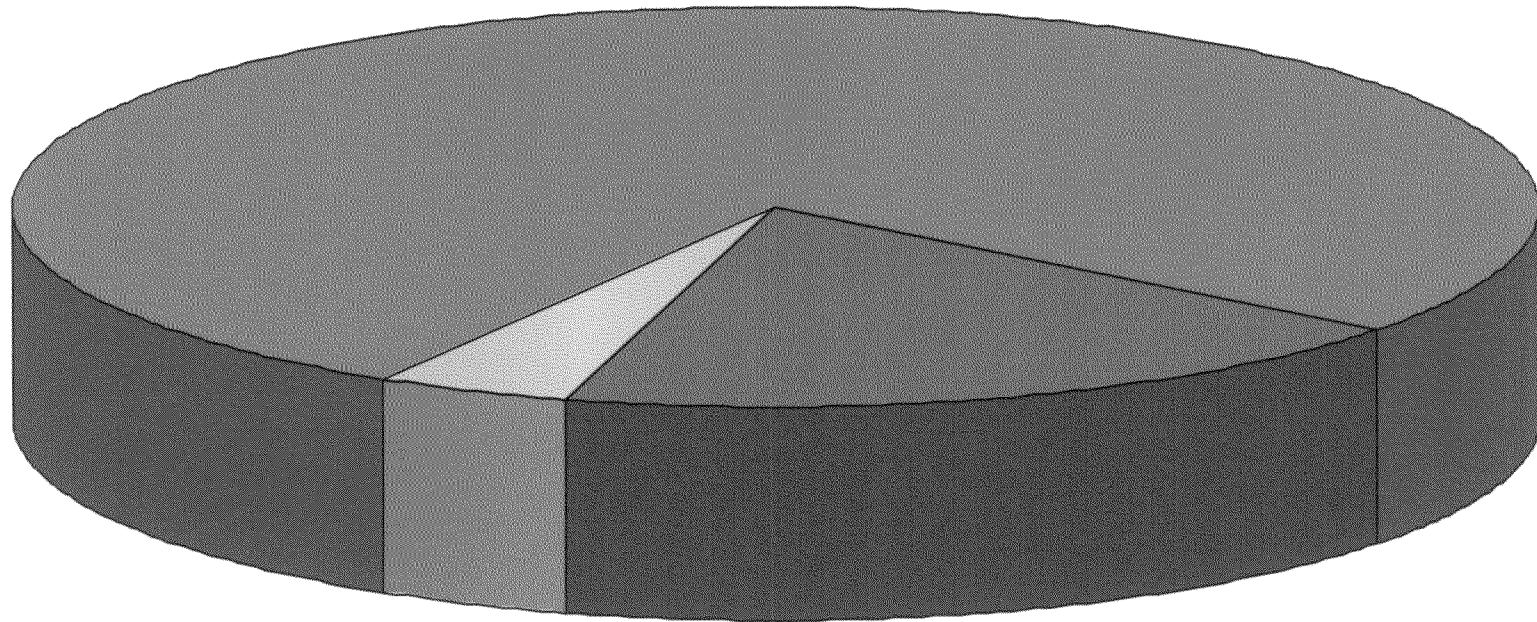
FY 05-09 Roadway Capital Improvement Program

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Sources of Road Fund Revenue

(Average Annual FY2005 to FY2009)

Total \$ 39.5 m

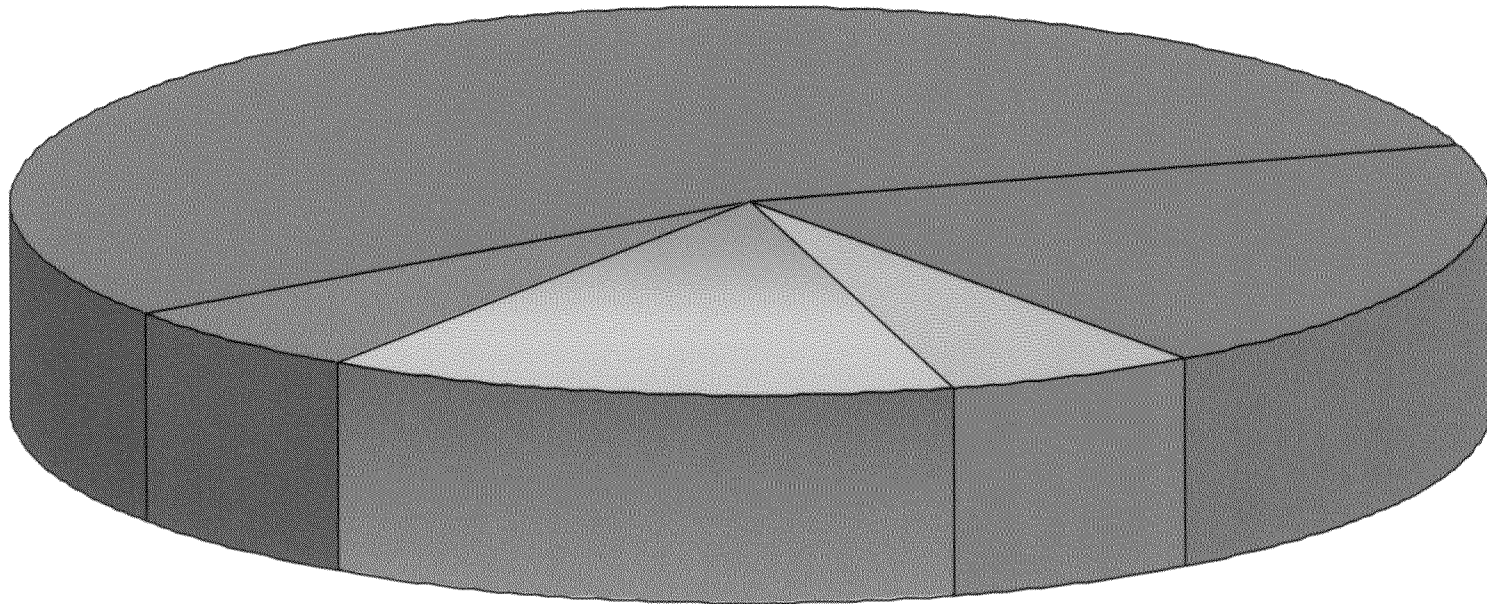


- **\$30.4 m 77% State Motor Vehicle Sharing**
- **\$7.5 m 19% County Gas Tax**
- **\$1.6 m 4% All Other Sources**

Annual Road Fund Expenditures by Program Area

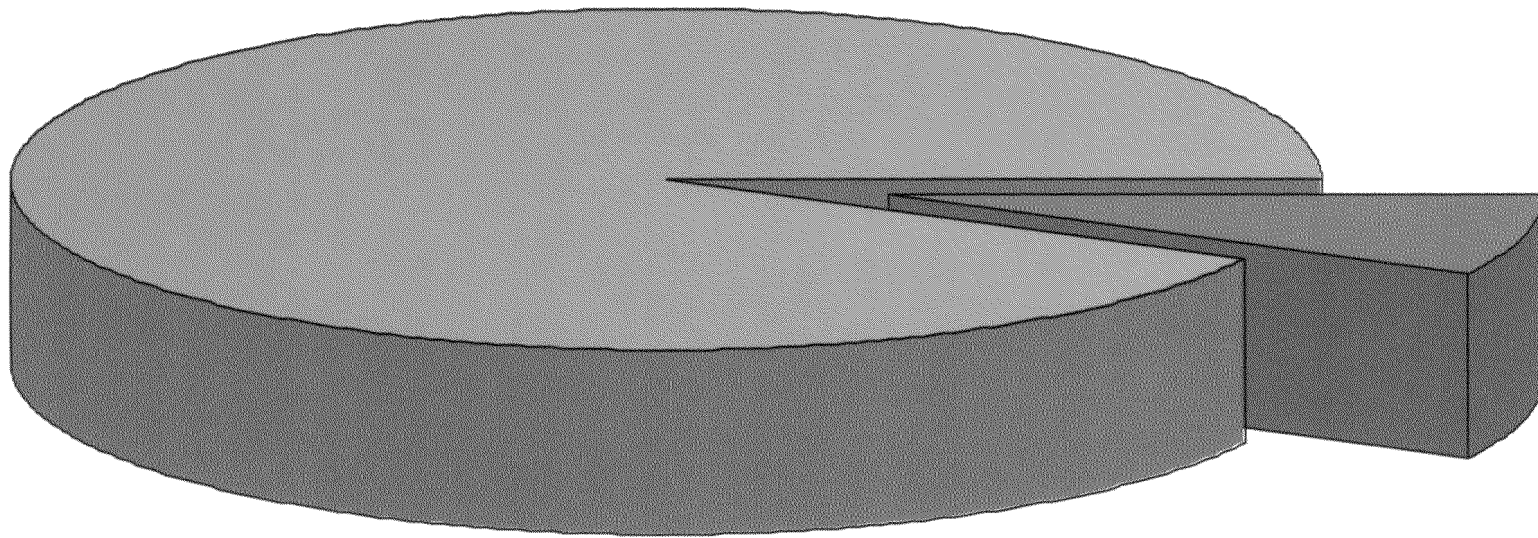
Average Annual FY2005 to FY2009

Total \$39.8 m



- \$21.9 m 55% Payments to Other Jurisdictions
- \$ 7.8 m 20% Maintenance and Operations
- \$ 2.3 m 6% Road Capital and Engineering
- \$ 5.5 m 14% Cash Transfers (to Bridges/Bike Programs)
- \$ 2.3 m 6% Administration, Planning and Surveying

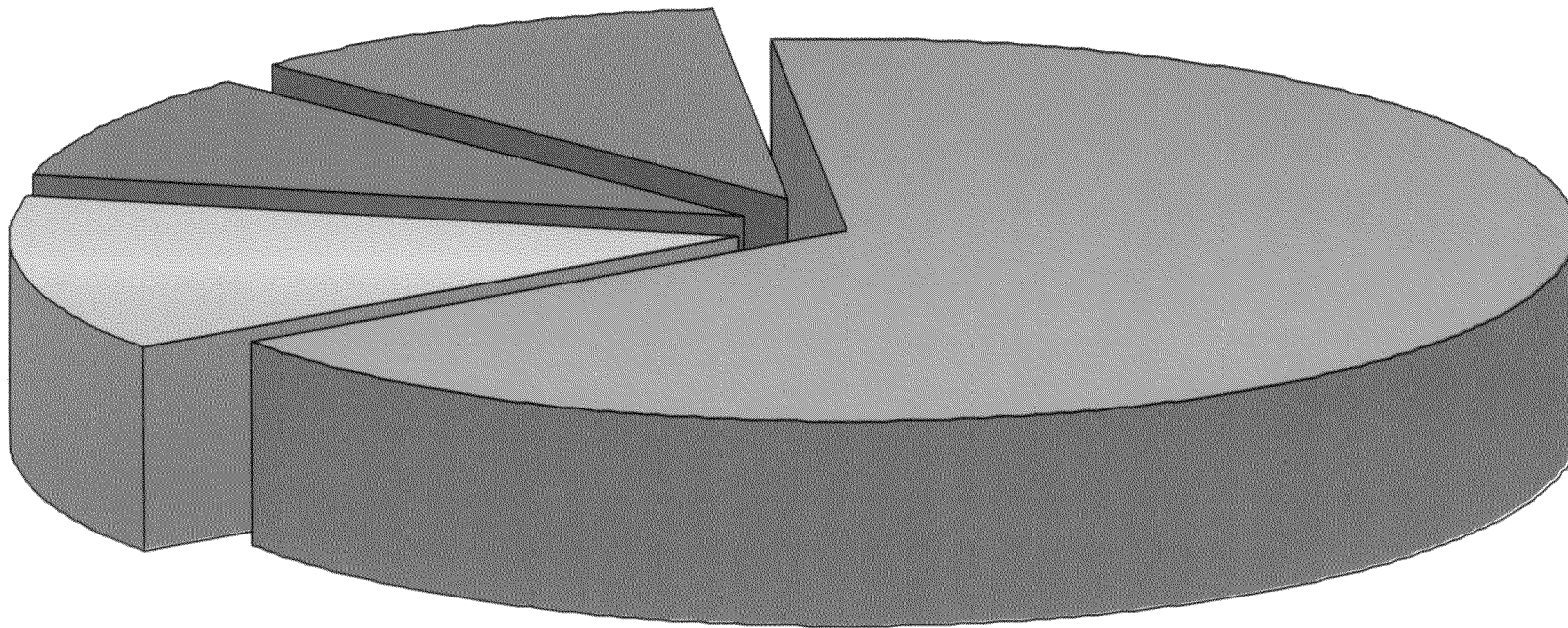
20-Year Road Capital Improvement Plan Revenue Gap Plan Total \$303 m



- **\$23.7 m 8% Programmed Funds**
- **\$279.3 m 92% Unfunded Plan**

20-Year WRB Capital Improvement Program Revenue Gap

Program Total \$330 m



■ \$ 44.0 m 13% Expected Local Capital Funding

■ \$ 29.7 m 9% Secured Federal Funds

■ \$ 35.6 m 11% Secured State Funds

■ \$220.6 m 67% Unfunded Program

Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program

Multnomah County Land Use and
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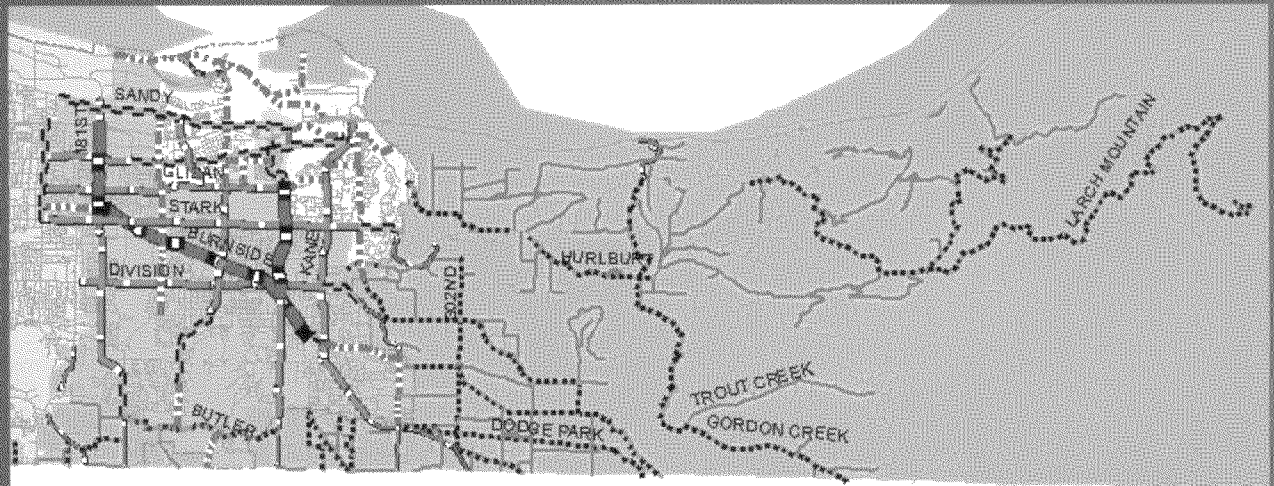
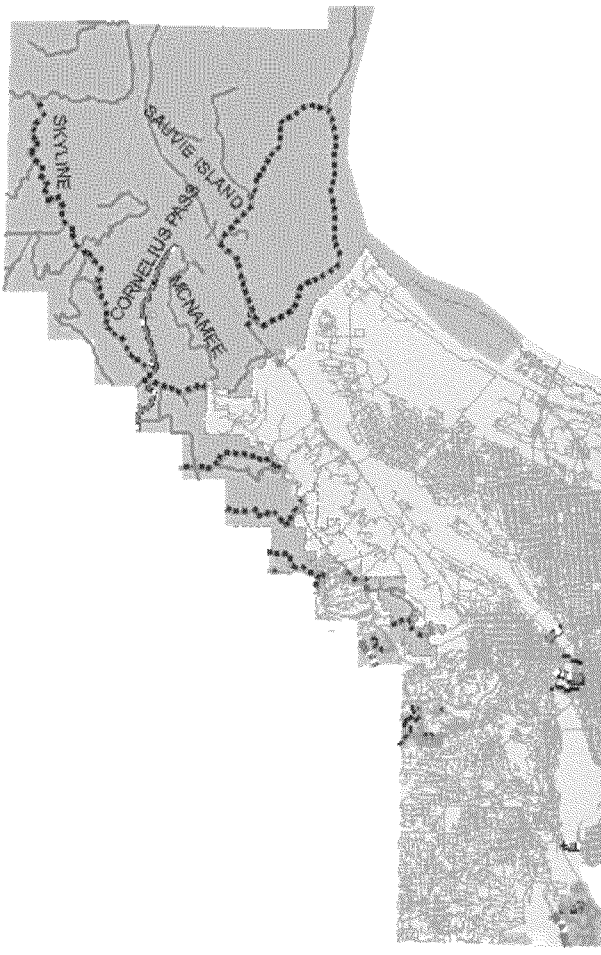
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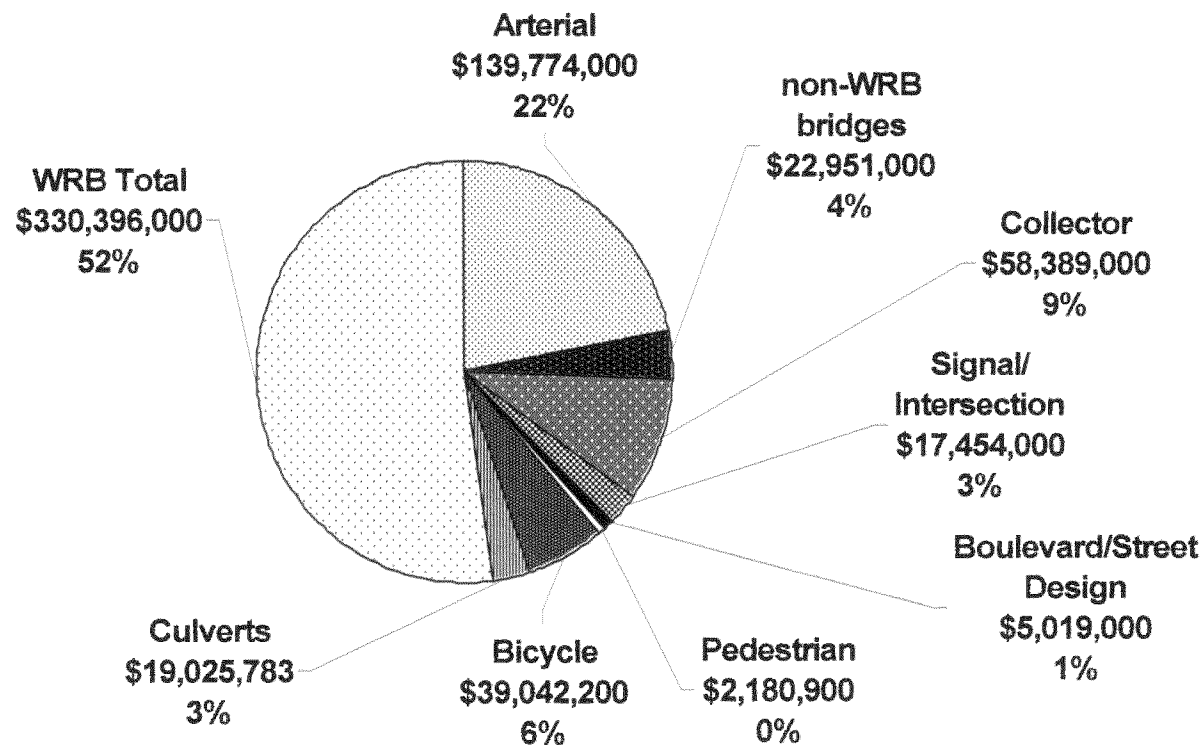
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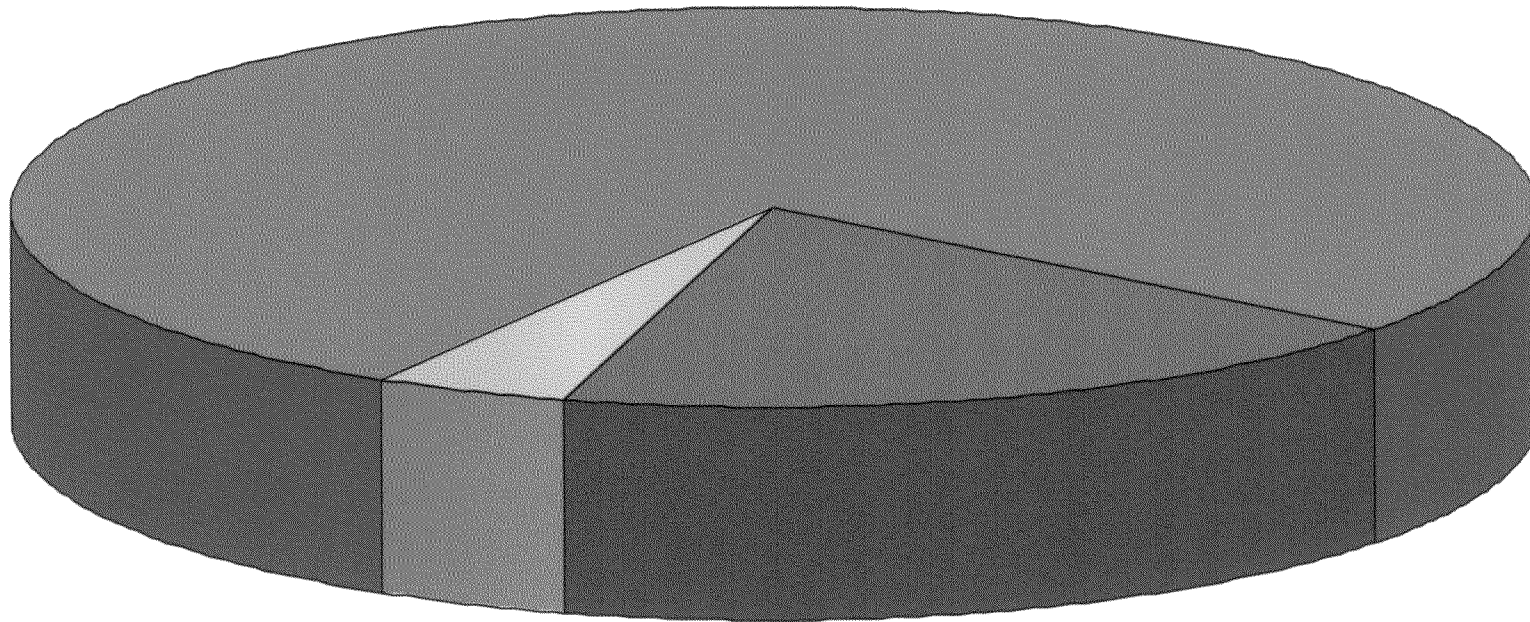
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Street Design/Concept	\$0	\$0	\$0	\$0	\$0
Bicycle	\$40,000	\$25,000	\$25,000	\$25,000	\$25,000
Pedestrian	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000
Culvert	\$210,000	\$0	\$0	\$0	\$4,870,000
Preservation and Safety	\$1,951,000	\$1,301,000	\$250,000	\$250,000	\$250,000
ADA	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000
COP Debt Service	\$288,000	\$288,000	\$288,000	\$288,000	\$288,000
Emergency Reserve	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total	\$9,208,000	\$7,391,000	\$839,000	\$6,578,000	\$7,023,000

Sources of Road Fund Revenue

(Average Annual FY2005 to FY2009)

Total \$ 39.5 m

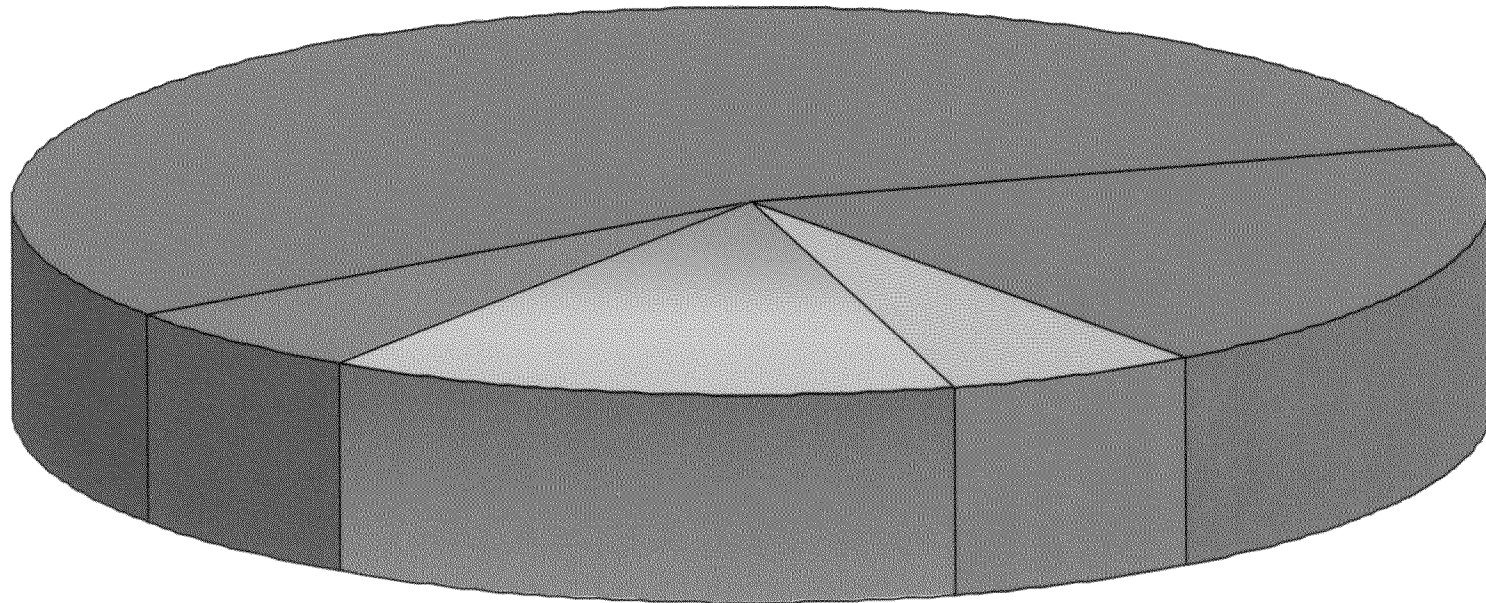


- \$30.4 m 77% State Motor Vehicle Sharing
- \$7.5 m 19% County Gas Tax
- \$1.6 m 4% All Other Sources

Annual Road Fund Expenditures by Program Area

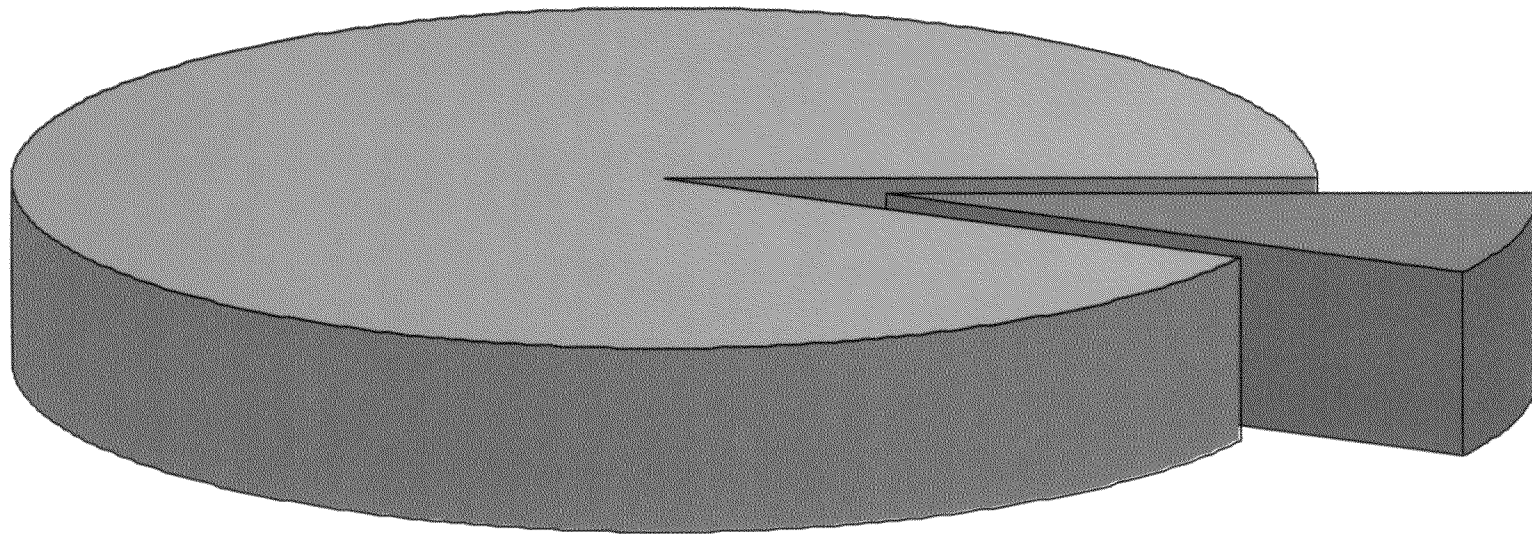
Average Annual FY2005 to FY2009

Total \$39.5 m



- \$21.9 m 55% Payments to Other Jurisdictions
- \$ 7.8 m 20% Maintenance and Operations
- \$ 2.3 m 6% Road Capital and Engineering
- \$ 5.5 m 14% Cash Transfers (to Bridges/Bike Programs)
- \$ 2.3 m 6% Administration, Planning and Surveying

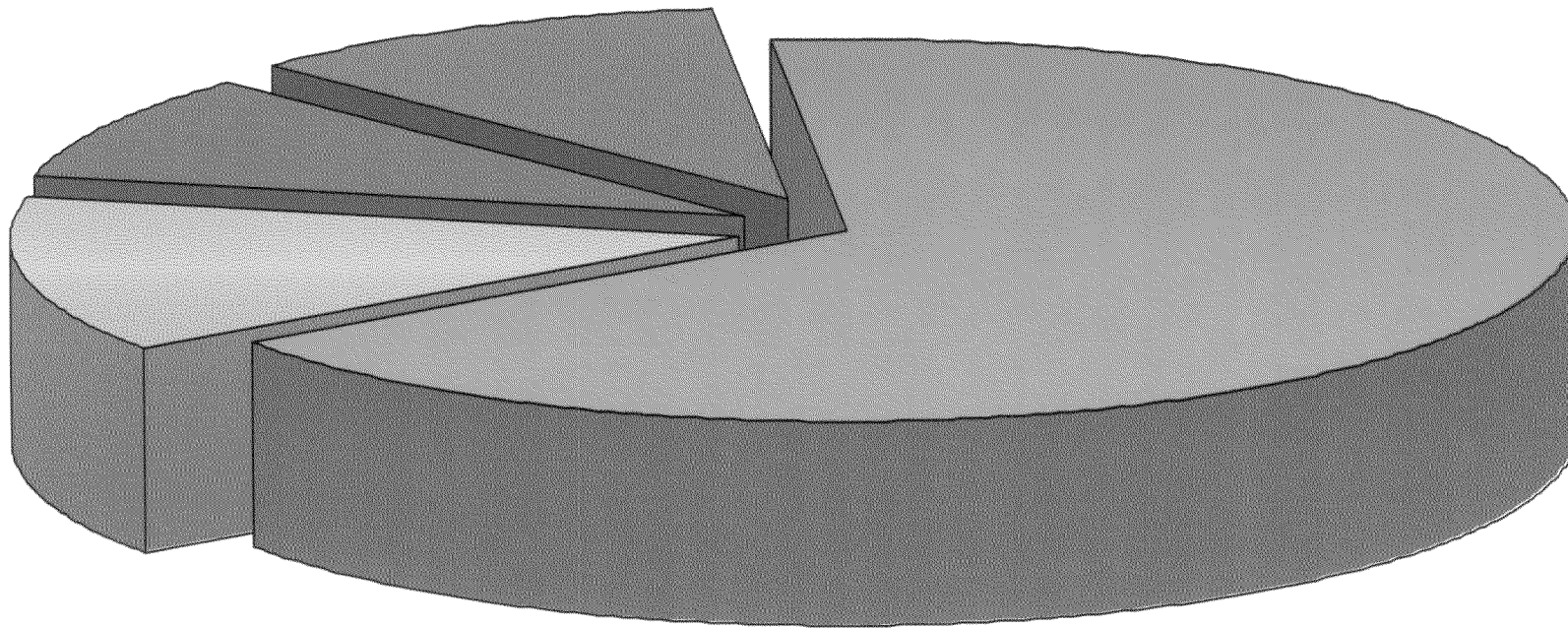
20-Year Road Capital Improvement Plan Revenue Gap Plan Total \$303 m



- **\$23.7 m 8% Secured Funds**
- **\$279.3 m 92% Unfunded Plan**

20-Year WRB Capital Improvement Program Revenue Gap

Program Total \$330 m



■ \$ 44.0 m 13% Expected Local Capital Funding

■ \$ 29.7 m 9% Secured Federal Funds

■ \$ 35.6 m 11% Secured State Funds

■ \$220.6 m 67% Unfunded Program

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's roads, Willamette River Bridges, bikeways, pedestrianways, and related structures are vital to an orderly and balanced transportation system and must be maintained and preserved to provide for the safe and efficient movement of people and commerce.
- b. A unified approach to long range facilities planning and capital investment programming is a County goal.
- c. The County's Land Use and Transportation Capital Improvement Plan (CIP) specifies a process to establish priorities for capital improvement needs which will maximize the use of resources and provide for the safe and reliable public use of the County roads, Willamette River Bridges, bikeways, pedestrian ways, and related structures.
- d. In order to comply with CIP, the County's Land Use and Transportation Program (LUTP) has conducted a comprehensive analysis and evaluation of all the County's transportation facilities resulting in the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program (TCIPP).
- e. Three public meetings were held to solicit public input for the TCIPP.
- f. At its January 10, 2005, meeting the East Multnomah County Transportation Committee considered and recommended approval of the TCIPP.
- g. The LUTP recommends the County Board Approve the attached TCIPP.

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program is approved.

ADOPTED this 24th day of February 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-036

Approving the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's roads, Willamette River Bridges, bikeways, pedestrianways, and related structures are vital to an orderly and balanced transportation system and must be maintained and preserved to provide for the safe and efficient movement of people and commerce.
- b. A unified approach to long range facilities planning and capital investment programming is a County goal.
- c. The County's Land Use and Transportation Capital Improvement Plan (CIP) specifies a process to establish priorities for capital improvement needs which will maximize the use of resources and provide for the safe and reliable public use of the County roads, Willamette River Bridges, bikeways, pedestrian ways, and related structures.
- d. In order to comply with CIP, the County's Land Use and Transportation Program (LUTP) has conducted a comprehensive analysis and evaluation of all the County's transportation facilities resulting in the Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program (TCIPP).
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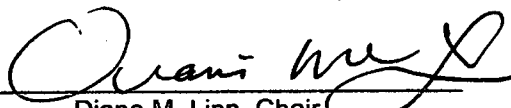
The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program is approved.

ADOPTED this 24th day of February, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney



Multnomah County

Department of Business and Community Services

**Multnomah County
Fiscal Years 2005-2009
Transportation Capital
Improvement Plan
And Program**

January 2005

Prepared by
Multnomah County
Land Use and Transportation Program

Multnomah County Fiscal Years 2005-2009 Transportation Capital Improvement Plan and Program

Preface

The Multnomah County Land Use and Transportation Program has established a Capital Improvement Plan (CIP) process. This process follows the guidelines established in the County Comprehensive Framework Plan: Physical Support System Policies. The objective of the Capital Improvement Plan is to identify and set priorities for road, bicycle, pedestrian, culvert (fish passage), bridge projects, and related improvements necessary to maintain and enhance the County transportation system. The transportation system provides the basic infrastructure necessary to support a thriving economy. The Transportation Capital Improvement Program (TCIP) implements the CIP by assigning available revenue to the highest ranked capital projects. A 5-year schedule is established of ranked projects for each fiscal year for funding.

The format for the Fiscal Years (FY) 2005-2009 CIP is to evaluate transportation needs for each of the six categories as follows:

1. FY 2005-2009 Roadway Capital Improvement
2. FY 2005-2009 Bikeway Capital Improvement Plan
3. FY 2005-2009 Pedestrian Capital Improvement Plan
4. FY 2005-2009 Fish Passage Culvert Capital Improvement Plan
5. FY 2005-2009 Roadway Capital Improvement Program
6. 20 Year 2005-2024 Capital Improvement Plan and Program for the Willamette River Bridges

The relative jurisdictional authority of the County and the cities within its boundaries has evolved significantly during the last decade. In 1995, Multnomah County completed negotiations with the cities of Fairview, Troutdale and Gresham to transfer many local roads to the cities, and subsequently effected those transfers. Multnomah County retained the regional road network outside of Portland. In January of 2004, a consultant delivered a report titled "Multnomah County Road Jurisdictional Study" to the County. That Study further considered the relative jurisdictional authority of cities with Multnomah County, the County, and the State of Oregon. The Multnomah County Board of Commissioners will be reviewing the Study and its recommendations.

Further, the structure of transportation funding has changed significantly in the last decade. In 2003, the Oregon State Legislature passed legislation which provides \$1.3 billion for the replacement and repair of bridges on state highways. This appropriation follows in the steps of 2001 legislation that authorized \$400 million over the next three biennia for bridge repair, pavement preservation and modernization projects for bridges or ODOT highways. Ongoing Multnomah County projects that incorporate OTIA funds include: improvements to Sandy Boulevard between 162nd Ave. and 207th Ave. restoration of Beaver Creek Bridge; improvements to the Broadway Bridge over the Willamette River; and replacement of the Corbett Hill Road Viaduct. Additionally, Multnomah County recently received an appropriation of \$25,000,000 of OTIA III funds for the replacement of the Sauvie Island Bridge.

The OTIA funds cannot meet all the region's transportation needs. First, not all projects that are eligible for OTIA funds will receive OTIA funds, due to a demand in excess of the available funding. For example, funds are not yet in place for the replacement of the Sellwood Bridge, which has experienced considerable structural deterioration. The estimated cost of replacing the Sellwood Bridge is \$90 million.

Additionally, funds for non-OTIA eligible projects are limited, particularly given the economic recession that Oregon has experienced in recent years. The state legislature has yet to address the issue of a tax increase to help finance county and city local transportation projects and initiatives. As a result, many of the local jurisdictions throughout the State, including Multnomah County, find themselves short of funds to preserve their existing infrastructure at appropriate levels, and unable to move new construction projects forward.

The competition to fund regional and local capital improvements is fierce and requires jurisdictions to carefully leverage available funds. In Multnomah County that has meant creating opportunities to leverage County capital funds with other sources of funds such as funds from private development, traffic impact fees, regional funding such as the Metropolitan Transportation Improvement Program and OTIA.

Comprehensive Project Delivery System

In 1998, the County undertook an internal audit of the capital planning process. The audit recommended that the County strengthen its ranking process for project prioritization, and also that the County enhance the coordination of its information systems. In response to the audit, the County prepared the Comprehensive Project Delivery System Manual (CPDS). The Manual has enabled the County to better identify and track projects from inception to completion.

Implementing the CPDS has provided enhanced:

- Integration of projects
- Project scope management
- Cost management
- Quality project management and documentation
- Human resource management
- Communication management
- Risk management

In 2002 the County established a new project database that includes project-specific information gathered for each project (description, costs, attributes, etc.) that is more closely aligned with regional project ranking and rating criteria. The database also cross-links the projects with the Integrated Road Information Systems (IRIS) road number and milepost. This identification method allows the County to maintain all project data in one integrated system.

Further, using IRIS road number and mileposts allows the project engineer/manager to access the IRIS database and the county's GIS data. The information in each of these databases continues to expand, but allows reference to information such as culverts, pavement condition, utility locations, project agreements, etc. All this information will allow for optimal and efficient project management for project delivery.

Partially Funded Projects

The County's ability to fully fund its transportation improvements is limited due to level or decreased revenue projections despite rising construction costs. This limitation has required Multnomah County to leverage its funds wherever possible. Therefore several of the projects included in the Capital Improvement Program are only partially funded with Multnomah County transportation funds. Multnomah County will apply for other sources of funds to fully fund these projects. Where applicable, the Program identifies these alternative sources.

**Multnomah County
FY 2005—2009 Transportation
Capital Improvement Plan and Program**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
PREFACE	i
LIST OF TABLES	vi
ROADWAY CAPITAL IMPROVEMENT PLAN	1
BIKEWAY CAPITAL IMPROVEMENT PLAN	19
PEDESTRIAN CAPITAL IMPROVEMENT PLAN	27
FISH PASSAGE CULVERT CAPITAL IMPROVEMENT PLAN	33
ROADWAY, BIKEWAY, PEDESTRIAN AND FISH PASSAGE CULVERT CAPITAL IMPROVEMENT PROGRAM	43
FY 2005-2009 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM	57
CAPITAL IMPROVEMENT PLAN AND PROGRAM FOR THE WILLAMETTE RIVER BRIDGES	85
WILLAMETTE RIVER BRIDGES 20 – YEAR CAPITAL NEEDS	93
WILLAMETTE RIVER BRIDGES PROJECT RATING CRITERIA	99
BRIDGE SUMMARIES	105
APPENDICES	
I. Capital Improvement Plan Process	117
II. Project Location Maps	118

LIST OF TABLES

<u>TABLE</u>		<u>PAGE</u>
1.	ROAD FUND CAPITAL PROJECTS RANKING CRITERIA	3
2.	CIP SCORE RANKING REPORT (Roads)	9
3.	CIP SCORE RANKING REPORT (Bikes)	21
4.	CRITERIA FOR BICYCLE AND PEDESTRIAN PROJECT EVALUATION	24
5.	CIP SCORE RANKING REPORT (Pedestrians)	28
6.	CRITERIA FOR FISH PASSAGE CULVERT EVALUATION	37
7.	FISH PASSAGE CULVERT PROJECT SCORES	40
8.	FY 2005-2009 ROADWAY CAPITAL IMPROVEMENT PROGRAM CAPITAL PROJECTS SPREADSHEET	62
9.	20-YEAR CAPITAL IMPROVEMENT NEEDS FOR THE WILLAMETTE RIVER BRIDGES	93

ROADWAY CAPITAL IMPROVEMENT PLAN

ROADWAY CAPITAL IMPROVEMENT PLAN

Multnomah County FY 2005-2009 Roadway Capital Improvement Plan

The Multnomah County Land Use and Transportation Program has instituted a capital improvement planning process consistent with guidelines established in the County Comprehensive Framework Plan: Trafficways Policy #32 regarding capital funding of County transportation projects. The Capital Improvement Plan establishes a priority list of road and road-related improvements deemed necessary to enhance and maintain the County road system at acceptable levels.

A goal of the Comprehensive Framework Plan #32 is to:

Promote and enhance a balanced transportation system that encourages economic development, increases public safety, allows for efficient transportation movement, and protects the quality of neighborhoods and communities through the best possible use of available funds.

The Capital Improvement Plan (CIP) inventories the extent of future transportation capital needs and costs, and precedes the Capital Improvement Program (Program) which allocates revenue by priority of need. The Program uses objective criteria to evaluate and give priority to road, bike, bridge, pedestrian and fish passage culvert improvements from the array of potential projects. The Program implements the CIP by assigning available revenues to the highest ranked projects. The Program is addressed under its own section in this document.

Project Identification

The Division uses several internal and external means of identifying transportation improvement projects. Internal sources of information include: (1) data regarding crash locations, (2) the County Pavement Management Program, (3) Transportation System Plan, (4) Fiscal Years 2003-2007 Capital Improvement Plan and Program, (5) Functional Classification of Trafficways, and (6) the Multnomah County Master Road List. These sources identify road segments, intersections, and structures on the County road system that are hazardous or congested, substandard or in need of reconstruction.

Additionally, this year, as in previous years, the County has held 3 public meetings to gather input from concerned citizens, neighborhood and community associations. In 2004, the County has held such meetings in rural East County, rural West County and City of Troutdale. Finally, the County has asked each city within its boundaries to consider and identify potential projects in county road rights-of-way.

Other sources of information include:

- Metro's Traffic Forecast Model;
- Metro's Regional Transportation Plan;
- Transportation System Plans of other jurisdictions;
- Input from utilities and other users of the county right of way; and,
- City of Gresham Trafficway Plan and Impact Fee Study.

Road Fund Capital Projects Ranking Criteria

Beginning with the FY 2003-2007 Capital Improvement Plan and Program, Multnomah County used new project evaluation criteria for road fund capital projects. This Capital Plan and Program continues using the new criteria that are based upon project selection criteria used by Metro for funding regional projects. The reason for this shift was to align Multnomah County projects with Metro 2040 criteria while still meeting Multnomah County criteria and objectives. A review of the project rankings reveals that the new criteria did not cause a major shift in project focus (i.e. those project that ranked high with the old criteria, continue to rank high with the new criteria).

Each potential project was evaluated and ranked using the Road Fund Capital Projects Ranking Criteria in Table 1, as follows:

Table 1
Road Fund Capital Projects Ranking Criteria

<u>Safety Priority Indexing System (SPIS) maximum 20 points</u>	
Does Project include a site identified in the SPIS as:	
• 10% of the highest crash locations/intersections	20
• 11% - 25% of the highest crash locations/intersections	10
• 26% - 50% of the highest crash locations/intersections	5
<u>Multi-modal benefit maximum 15 points</u>	
• Does project add bike and pedestrian facilities where none exist	10
• Are improvements being made to bike and pedestrian facilities that are currently built to minimum standards	5
• Is project in identified transit corridor	5
<u>2040 Focus Areas (land use) maximum 15 points</u>	
• Is project located in or directly serving a regional center or town center	5
• Is project located in or directly serving an industrial center or employment core	5
• Is project serving an activity center (MHCC, Blue Lake Park, Legacy Hospital, K-12 school)	5
<u>Non-county funding secured maximum 10 points</u>	
• Has project secured 50 – 100% of funding from non-county source	10
• Has project secured less than 50% from a non-county source	5
<u>Project support maximum 15 points</u>	
• Is the project in a local plan (transportation system plan, corridor plan, refinement plan, etc.)	5
• Has the project received citizen support (letters, phone calls, hearings, etc.) either from individuals, neighborhood groups, etc.	5
• Is the project a local jurisdiction priority	5
<u>Completion of corridor maximum 5 points</u>	
• Will the project complete a gap in a corridor (i.e. is the roadway on either end of segment constructed to county standards	5
<u>Perceived safety factor administrative criteria</u>	
• Location without high SPIS rating that has high perceived safety problems due to either citizen concerns or problems not identified through crashes	
Total points possible	80

County transportation projects are ranked and priorities are established using a scoring system for each classification of facility. Points are assigned according to criteria recommended by the East Multnomah County Transportation Committee to rank projects within each priority and classification of project (road, bikeway, pedestrian).

The County's Fish Passage Culvert rating and ranking methodology is explained in the Fish Passage Culvert Plan chapter.

The County's Willamette River Bridge ranking methodology is explained in the Project Rating Criteria chapter of the Capital Improvement Plan and Program for the Willamette River Bridges section.

Project Report

The Capital Improvement Projects list (Table 2) includes all known potential projects in rank order within their project category (arterial streets, collector streets, [non-Willamette River] bridges, signal/intersections, and street design concepts*). Total points assigned, project descriptions, and cost estimates are displayed for each project.

This list of future transportation projects is the result of the County's CIP process. The CIP will be presented for review and recommendation by the East Multnomah County Transportation Committee (EMCTC), and approved by Board of County Commissioners (BCC). It will then be used by the Transportation Division in the preparation of the Transportation Capital Improvement Plan and Program, and preparation of the annual Transportation Division budget.

Traffic Impact Fee Projects

In 1993 the City of Gresham and Multnomah County undertook a Traffic Impact Fee Study with the purpose of developing a Traffic Impact Fee (TIF), or system development charge, to help fund the transportation improvements that will be needed as Gresham grows in the future. The purpose of the TIF study was to identify capacity deficiencies beyond the trafficway system's design standard that is attributable to future development.

Identifying and determining the necessary improvement costs allowed for an equitable cost sharing system to be devised. The TIF was adopted in 1994 by the City of Gresham and Multnomah County. TIF fees have been collected and are accumulating. Sufficient funds have been amassed allowing for projects identified in the TIF study to begin to be developed, either as stand-alone projects or in conjunction with capital improvement projects.

- * Street design projects are design concepts that reflect the fact that streets perform many, and often conflicting, functions and the need to reconcile conflicts among travel modes. Improvements associated with Regional Street Design Concepts (i.e. Boulevard) and will be noted as *Street Design Concepts* in the CIP.

In 2001 the City of Gresham prepared an update of the TIF program. The study recommended numerous new capacity and mode improvements, as well as a new fee per trip. The Gresham City Council subsequently adopted a new fee structure based on the study's recommendations.

The CIP Update Process

The Multnomah County CIP process is a continuous and open process, allowing citizen input annually. The County road system is dynamic, changing in response to land use decisions and infrastructure life cycles. Consequently, the Capital Improvement Plan and Program must be reconsidered and revised on a regular basis.

Public meetings are held in the various communities to solicit public input regarding transportation needs. Project proposals are also solicited from each of the cities. The list of projects is reviewed and revised before being transmitted to EMCTC for review, and approval by the BCC.

The Capital Improvement Plan is reviewed by the Transportation Division on an annual basis. A full update process involving all interested parties is scheduled every two years. The annual review and the biennial updates ensure that limited resources for capital projects will be efficiently allocated to the most critical capital needs. (Appendix I illustrates the Roadway CIP process.)

INFORMATION FORMAT

The Capital Improvement Project Ranking Report for roads organizes potential future capital improvement projects by category: Arterial and Collector Streets, Bridges (non-Willamette River Bridge), Signals/Intersections, Street Design Concepts and Fish Passage Culverts. Projects are organized within each category by priority and displayed in descending order of points based on project ranking criteria (see Table 1). The information provided describes each project and ranks projects by relative importance. Project descriptors include the following:

Category - All projects are categorized into one of six types of projects: Arterial Street, Collector Street, Bridges, Signals/Intersections and Street Design Concepts.

Project Number - An identifying number was assigned to each project. Refer to the CIP map for the location of each project, which is referenced by a map number.

Project Name - The name of the project is taken from the street segment or intersection location proposed for construction or reconstruction. The termini are identified for each road segment project. For intersection projects, 200 feet of each leg of the intersection is the assumed project boundary.

Project Description - A brief description of each project is provided.

Total Points - The sum total of points awarded to each project with 80 points maximum possible. The "Total Points" score establishes the projects rank order within each category. Projects with the highest point total have the greatest need.

Total Cost - Budgetary cost estimate is provided (2004 dollars) for each project that includes right-of-way and construction cost estimate.

IRIS Road Number - Road identification number assigned in Integrated Road Information Systems.

IRIS Milepost - Segment reference points.

Project Description - A brief description of each project is provided.

RTP No. - Regional Transportation Plan (Metro) project identification number.

TIF - Traffic Impact Fee. If this box is checked, all or a portion of project is funded through the TIF program.

Right-of-Way Cost - The estimated cost for the purchase of required additional right-of-way (2004 \$s).

Construction Cost - The sum of estimated project construction (budgetary) cost (2004 \$s)

Project Location Map - Location map of project proposal, not to scale.

Functional Classification - The highest classified street segment (Arterial, Collector, Local) within the project limits.

Existing Travel Lanes/New Travel Lanes - Indicates the current and standard number of travel and turning lanes for the road segment or intersection leg.

Existing Sidewalk/New Sidewalk - Indicates sidewalks currently exist, or a new or replacement sidewalk will be constructed.

Existing Bikeway/New Bikeway - Indicates either a bike route or bike lanes exist, or a bikeway will be installed as part of the project.

Existing Drainage/New Drainage - Indicates current and proposed storm sewer facilities: ditches, sumps, or culvert types of storm water drainage facilities.

Existing Illumination/New Illumination - Indicates street lighting exists, or new or replacement street lighting will be installed.

Existing Turn Lane/New Turn Lane - Indicates turning lanes exist, or new or replacement turn lanes will be installed.

Existing/New Intersection Improvement - Indicates modification to an existing intersection such as realignment, adding turn lanes, upgrading signals, or widening pavement.

Table 2

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Arterial Category				
708	242nd Ave: Stark St--Glisan St	Construct 242nd Ave to principal arterial standards with 4 travel lanes, center turn lane/median, sidewalks and bicycle lanes. Project is southern segment of 242nd Ave Connector.	50	\$1,124,000
60	257th Ave: Division St--800' south of Powell Vly Rd	Construct 257th Ave to 5 lane major arterial standards with bike lanes, sidewalks and drainage improvements. Programmed project is in the draft ODOT State Transportation Improvement Program for FY '08.	45	\$4,911,000
716	Sandy Blvd: 207th Ave-- 238th Ave	Construct interim intersection improvements at 223rd Ave and Sandy Blvd. Cost of improvements is \$432,000.	40	\$5,313,000
57	Stark St: 257th Ave.--Troutdale Rd	Improve Stark St to arterial standards by widening the existing 2 lanes to provide for 4 traffic lanes, a continuous left-turn lane, bike lanes, sidewalks, and intersection improvements.	40	\$2,248,000
98	Orient Dr: 257th Ave--267th Ave	Construct Orient Dr to 5 lanes including center turn lane/median, sidewalks and bicycle lanes	40	\$2,350,000
123	242nd Ave Southern Connector	Construct new road to principal arterial standards with 4 travel lanes, center turn lane/median, sidewalk, bicycle lanes	40	\$18,083,000
729	Burnside Rd: 242nd Ave--Powell Blvd	Reconstruct road--capital preservation project.	40	\$766,000
64	242nd Ave: Burnside Rd--Powell Blvd	Reconstruct 242nd Ave to major arterial standards with 4 travel lanes, center turn lane/median and bicycle lanes.	35	\$2,450,000
88	242nd Ave Connector: I84--Stark St	Construct 5 lane arterial, widening 242nd Ave to 5 lanes between Stark St and Glisan St, and construct new roadbed from Glisan St to I-84. Includes new traffic signals; direct connection to I-84, bicycle lanes and sidewalks. Requires corridor study before project can move forward.	35	\$24,500,000
107	Halsey St: 238th Dr--HCRH	Widen Halsey St to 3 lane arterial with center turn lane/median, sidewalk and bicycle lanes.	35	\$2,555,000
110	Glisan St: 202nd Ave--207th Ave	Construct Glisan Street to arterial standards including bike lanes, sidewalks, two travel lanes in each direction, center turn lane/median and drainage improvements. Programmed project constructs half-street improvements on south side of Glisan St, adjacent to Microchip property for \$220,000	35	\$1,640,000
121	Cornelius Pass Rd: Skyline Blvd--Wash Co Line	Widen Cornelius Pass Rd to rural arterial standards, including bicycle lanes.	30	\$2,247,000
119	Division St: 198th Ave--202th Ave	Construct to arterial standards with sidewalks, bicycle lanes, 4 travel lanes and center turn lane/median.	25	\$474,000
105	190th Ave: Butler Rd--Highland Dr	Reconstruct 190th Ave to arterial standards with 4 travel lanes and center turn lane/median, sidewalks and bicycle lanes.	25	\$2,250,000
746	172nd Ave Extension	Construct new extension of 172nd Ave. between Foster Rd and 174th Ave/Jenne Rd to serve Pleasant Valley Area.	25	\$13,000,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Arterial Category				
68	162nd Ave: Halsey St--Glisan St	Construct 162nd Ave to 5 lane minor arterial standards with bike lanes and sidewalks.	20	\$1,735,000
202	Stark St: Troutdale Rd--Hampton Ave	Reconstruct road to arterial standards with 1 travel lanes in each direction, center turn lane/median, sidewalks and bicycle lanes.	20	\$603,000
67	242nd Ave: Powell Blvd--Springwater Trail	Construct 242nd Ave to 5 lane arterial standard including center turn lane/median, sidewalks, bike lanes and drainage improvements	20	\$2,560,000
63	Powell Vly Rd: 257th Ave--Burnside Rd	Construct Powell Valley Rd to minor arterial standards with 4 travel lanes, center turn lane/median, bike lanes and pedestrian facilities.	20	\$2,047,000
93	Foster Rd: Jenne Rd--County Line	Widen Foster Rd by adding two 6' shoulder/bicycle lanes. Roadway improvements will require replacing existing culverts with open bottom culverts.	20	\$2,555,000
722	238th Dr: Glisan St--Arata Rd Safety Improvements	Construct safety improvements along 238th Dr.	20	\$323,000
59	Halsey St: 190th Ave--207th Ave	Improve Halsey St to minor arterial standards with 1 travel lanes in each direction, center turn lane/median, bike lanes, street lights, and sidewalks.	20	\$1,944,000
65	Jenne Rd: Foster Rd--Powell Blvd	Construct Jenne Rd to rural arterial standards that will include bike lanes, new bridge at Johnson Creek and drainage improvements.	20	\$4,820,000
101	Scholls Ferry Rd: US 26--Wash Co Line	Widen roadway to add 4th lane for turns and uphill bicycle lanes.	15	\$2,350,000
115	Division St: 257th Ave--268th Ave	Widen to 3 lane minor arterial standards including sidewalks, bicycle lanes, drainage and illumination.	15	\$2,350,000
113	162nd Ave: Halsey St--I 84	Construct 162nd Ave to arterial standards, with 4 travel lanes, center turn lane/median, sidewalks, bicycle lanes	15	\$1,226,000
709	242nd Ave: Palmquist Rd--Johnson Creek	Improve 242nd Ave to arterial standards with 4 travel lanes, center turn lane/median, sidewalks and bicycle lanes.	15	\$1,328,000
109	Orient Dr.: 267th Ave--Gresham City Limit	Improve Orient Dr to arterial standards with sidewalks and bicycle lanes.	10	\$750,000
103	Cornelius Pass Rd: MP 2--MP 3	Widen and realign Cornelius Pass Rd, including new box culvert and passing lane.	10	\$7,460,000
389	Cornelius Pass Rd: US 30--MP 2	Reconstruct Cornelius Pass Road including passing lane, safety, shoulder and drainage improvements.	10	\$19,310,000
66	Corbett Hill Rd: 1200' s of I-84	Widen and realign road to meet rural arterial standards.	5	\$2,150,000
747	Sandy Blvd.: 165th Ave to 207th Ave	Widen Sandy Blvd to urban minor arterial standards. ODOT transferred segment to Multnomah County in 2005. OTIA funds of \$1,320,000 will be used to begin to bring road to current standards	0	\$0
111	Division Dr: 268th Ave--Troutdale Rd	Widen to rural arterial standards. There are considerable concerns, including culverts, side-slope, erosion and sediment control	0	\$2,352,000
Arterial Category Cost				\$139,774,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Bridge Category				
198	223rd Ave RR Undercrossing	Construct new railroad bridge to accommodate 223rd Ave with bike lanes and sidewalks.	50	\$5,848,000
197	223rd Ave RR Undercrossing	Reconstruct railroad bridge on 223rd Ave, 2000' north of I-84 to accommodate wider travel lanes, sidewalks and bike lanes.	30	\$3,883,000
724	Beaver Creek Bridge on Historic Columbia River Hwy	Restore Bridge	30	\$1,048,000
199	Hist Col River Hwy RR Overcrossing	Replace RR over crossing.	20	\$2,963,000
196	201st Ave RR Overcrossing	Reconstruct railroad bridge at 201st Ave and I-84 to accommodate wider travel lanes, sidewalks and bike lanes.	15	\$3,883,000
195	162nd Ave RR Overcrossing	Reconstruct railroad bridge at 162nd Ave and I-84 to accommodate 4 travel lanes, sidewalks and bike lanes.	15	\$3,883,000
723	Corbett Hill Viaduct	Replace viaduct with OTIA funds. Shoulder repairs to Corbett Hill Road will be undertaken with viaduct replacement. Cost of shoulder repair is an additional \$628,000	15	\$690,000
736	Stark St Viaduct	Reconstruct Stark St Viaduct	10	\$753,000
Bridge Category Cost				\$22,951,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Collector Category				
135	223rd Ave:Halsey St--Sandy Blvd	Reconstruct 223rd Ave to major arterial standards with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes. Requires reconstruction of RR bridge under another project.	55	\$961,000
129	Arata Rd: 223rd Ave--238th Dr	Construct to 3 lane collector standards with center turn lane/median, sidewalks, bicycle lanes.	45	\$1,634,000
143	223rd Ave: Sandy Blvd--Marine Dr	Improve 223rd Ave to major collector standards including 2 travel lanes, center turn lane/median, sidewalks, bicycle lanes. Possible culvert replacement for fish passage could add \$120,000 to cost. Requires replacement of RR bridge not included in this proposal.	40	\$1,532,000
702	Bull Run Rd: Bunrside Rd--257th Ave	Reconstruct Bull Run Rd to collector standards with a travel lane in each direction, center turn lane/median, sidewalks and bicycle lanes.	35	\$654,000
710	Wood Village Blvd: Arata Rd--Halsey St	Construct new extension of Wood Village Blvd as a major collector with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes. Construction of improvements is dependent upon funding through MTIP.	30	\$1,124,000
131	Powell Vly Rd: 257th Ave--262nd Ave	Construct Powell Valley Road 3 lane major collector standards with sidewalks, bike lanes and drainage improvements.	25	\$797,000
153	202nd Ave: Stark St--Division St	Reconstruct to major collector standards with 2 travel lanes, sidewalks and bicycle lanes	25	\$2,444,000
151	Hist Columbia River Hwy: 244th Ave--Halsey St	Reconstruct to minor arterial standards with 2 travel lanes, center turn lane/median, bicycle lanes and sidewalk. Reconstruction of railroad bridge is not included in this project.	25	\$4,393,000
134	Troutdale Rd: Strebin St--Stark St	SE Troutdale Rd will be improved from 2 lanes to collector standards with 2 traffic lanes, a center left turn lane/median, bike lanes and sidewalks. Intersection improvements and storm drainage are included in the improvement.	25	\$1,226,000
150	Troutdale Rd: Stark St--N'ly 1700'	Reconstruct to major collector standards with 2 travel lanes, center turn lane/median, sidewalks, bicycle lanes. Requires new fish culvert at Beaver Creek	25	\$2,861,000
137	201st Ave: Glisan St--Halsey St	Reconstruct 201st Ave to major collector standards with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes.	25	\$1,022,000
154	282nd Ave: Powell Vly Rd--Orient Dr	Reconstruct road to major collector standards including 2 travel lanes, sidewalks, bicycle lanes, illumination. Requires replacement of 60" CMP culvert.	20	\$3,678,000
127	201st Ave: Halsey St--Sandy Blvd	Widen 201st Ave to major collector standards with sidewalks, 2 travel lanes, center turn lane/median, bicycle lanes, drainage and illumination. (Requires completion of 201st RR bridge over crossing at I-84.)	20	\$1,635,000
138	202nd Ave: Stark St--Glisan St	Reconstruct to major collector standards including 2 travel lanes, center turn lane/median, sidewalk and bicycle lanes. Study is needed to determine possibility of realigning 202nd Ave.	20	\$1,737,000
745	Marine Drive Reconstruction	Reconstruct Marine Drive between 185th Ave. and the frontage roads in Troutdale.	20	\$10,000,000
155	Butler Rd: 190th Ave--Regner Rd	Reconstruct to collector standards with 2 travel lanes, sidewalks and bicycle lanes. Project restricted by topography and proximity to creek.	20	\$3,167,000
159	Sauvie Island Rd: Bridge--Reeder Rd	Widen road to rural collector standards with 2 travel lanes. Requires working on dike.	20	\$1,430,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Collector Category				
160	202nd Ave: Division St--Powell Blvd	Reconstruct to major collector standards with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes.	20	\$1,225,000
145	Cochran Dr: Troutdale Rd--W'ly 2175'	Reconstruct to major collector standards including 2 travel lanes, center turn lane/median, sidewalks, bicycle lanes and culvert replacement at Beaver Creek to accommodate fish passage.	15	\$1,225,000
152	Powell Valley Rd--Lusted Rd	Connect Powell Valley to Lusted Rd using major collector standards. Two options are possible with substantial costs. Option 1 relocates 13 residences. Option 2 relocates 7 houses but has potentially high environmental costs (fish passage). Option 2 with lower cost is used here.	15	\$4,190,000
165	Troutdale Rd: 19th St--Cherry Park Rd	Widen to major collector standards with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes.	15	\$409,000
125	Powell Vly Rd: Barnes Rd--Troutdale Rd	Construct Powell Valley Rd to major collector standards with bike lanes, sidewalks and drainage improvements.	10	\$2,860,000
162	209th Ave: Butler Rd--Heiney Rd	Widen to major collector standards with 2 travel lanes and sidewalks.	10	\$2,248,000
148	Regner Rd: Butler Rd--County Line	Reconstruct to major collector standards with 2 travel lanes, center turn lane/median, sidewalk and bicycle lanes.	10	\$491,000
149	Sweetbriar Rd: Troutdale Rd--E City Limit	Widen to neighborhood collector standards with 2 travel lanes, sidewalk and bicycle lanes.	10	\$562,000
701	262nd Ave: 267th Ave--City Limits	Widen road to rural collector standards , including overlay Includes Callister Rd from 267th Ave to 262nd Ave.	5	\$1,380,000
156	267th Ave: Gresham City Limit--County Line	Widen to rural collector standards. Requires replacement of 2 culverts	5	\$1,328,000
726	Germantown Rd/Old Germantown Rd	Widen Germantown Rd to create left turn pocket and improve sight distance.	5	\$153,000
713	190th Ave: Division St--Yeon Complex	Construct to collector standards. (Gresham IGA requirement.)	0	\$766,000
164	Clatsop St: Barbara Welch Rd--162nd Ave	Widen to rural collector standards adding storm drain inlets and drainage.	0	\$746,000
157	Barbara Welch Rd: City Limits--County Line	Widen road to rural collector standards.	0	\$511,000
Collector Category Cost				\$58,389,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Signal/Intersection Category				
720	257th Ave/Stark St Intersection	Add second left turn lane on the south leg to provide 200 ft. of north bound, double right turn lanes, and add 250 ft. east bound exclusive right turn lane	50	\$639,000
719	181st Ave/Burnside Rd Intersection	Add second left turn lane on the north approach to provide double left turn lanes. Upgrade signal to provide for westbound, right turn overlap with the southbound left turn movement.	45	\$288,000
168	182nd Ave/Division St	Upgrade traffic signal and add southbound right turn lane.	45	\$337,000
172	242nd Ave/23rd St	Install traffic signal and replace curbs, sidewalks and ADA ramps on east side of intersection. Widening of 242nd Ave is under a separate project.	40	\$225,000
176	Burnside Rd/242nd Ave	Construct intersection improvements with turn lanes and new signals. Add additional southbound through lane, and eastbound right turn lane.	35	\$419,000
743	HIGHLAND DR/Pleasant View Intersection	Improve and install fully-actuated mast arm traffic signal at intersection, revise sidewalks to comply with ADA guidelines. Make drainage improvements as necessary. Possible revision to the southwest corner to channel north-bound right-turn movement.	35	\$286,000
183	257th Ave/Bull Run Rd	Replace signal.	35	\$194,000
721	181st Ave/Glisan St Intersection	Add second left turn lane on the north and south legs to provide 150 ft. double left turn lanes, and add 150 ft. exclusive right turn lanes to the northbound and southbound approaches	30	\$583,000
178	172nd Ave/Foster Rd	Install traffic signal and construct bike and pedestrian improvements. Add turn pockets for west bound and north bound traffic	25	\$541,000
193	Cornelius Pass Rd/US 30	Widen pavement to allow for north bound left turn lane, right turn lane and bicycle lanes.	20	\$532,000
181	Glisan St/188th Ave	Replace signal, reconstruct ADA ramps at each corner.	20	\$276,000
184	257th Ave/26th St	Install traffic signal and replace all ADA ramps.	20	\$307,000
187	Marine Dr/Sundial Rd	Install traffic signal.	20	\$317,000
190	Halsey St/172nd Ave	Replace signal and reconstruct ADA ramp on each corner.	20	\$235,000
180	162nd Ave/Stark St	Improve traffic signal at the intersection of Stark Street and 162nd Avenue, add south bound and east bound right turn lanes.	15	\$399,000
744	Scholls Ferry Rd/Patton Rd	Improve safety and reduce delay at intersection. Improvements will include ADA, new signals, curb ramps and add permissive/protective phasing	10	\$307,000
173	Burnside Rd/3rd St	Replace existing signal and reconstruct ADA ramps.	10	\$275,000
194	Butler Rd/Regner Rd	Realign intersection, install signal and add left turn lanes.	10	\$542,000
192	Butler Rd/Rodlin Rd	Realign intersection, add left turn lane and install traffic signal.	10	\$726,000
191	Orient Dr/267th Ave	Realign intersection and install traffic signal.	10	\$1,226,000
188	Butler Rd/209th Ave	Widen intersection to accommodate left turn lanes.	10	\$848,000
182	Glisan St/192nd Ave	Replace signal and reconstruct ADA ramp at each corner.	10	\$276,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Signal/Intersection Category				
186	Division Dr/Trousdale Rd	Realign intersection, eliminating NE leg, producing a 4-way intersection. Replace 3 existing culverts identified as fish barriers.	5	\$3,985,000
147	Corbett Hill Rd: Historic Col. River Hwy	Improve intersection alignment by making stops at right angle.	5	\$1,124,000
705	282nd Ave/Stone Rd	Widen 282nd Ave to create left turn pockets to Stone Rd. Widen Stone Rd to reduce offset of east and west legs to remove hazardous conditions. Project includes replacement of fish passage culvert on Johnson Creek.	5	\$891,000
704	302nd Ave/Lusted Rd	Realign Lusted Rd and Pipeline Rd to create perpendicular intersection with 302nd Ave, add left turn lane to each leg of intersection.	5	\$920,000
703	Orient Dr/Dodge Park Blvd	Widen Orient Dr to create eastbound left turn lane.	5	\$102,000
707	Oxbow Dr/Altman Rd	Widen Oxbow Dr to create westbound left turn lane to Altman Rd, realign intersection to a perpendicular intersection.	5	\$225,000
706	Orient Dr/Bluff Rd	Widen Orient Dr to create eastbound left turn lane to Bluff Rd, realign Bluff Rd and Teton Rd to create perpendicular intersection.	5	\$174,000
748	257th Ave/Hensley Rd Intersection Improvement	Install new traffic signal as part of project agreement at intersection.		\$255,000
Signal/Intersection Category Cost				\$17,454,000

CIP Score Ranking Report

Road Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
Street Design Concept Category				
201	Stark St Boulevard Design: 181st Ave--197th Ave	Construct Stark St to regional boulevard standards	60	\$2,715,000
97	257th Ave: Median Improvements	Construct median improvements to enhance pedestrian safety. Includes signal improvements, U-turn lane at Cherry Park Rd (North).	45	\$660,000
206	257th Ave/Cherry Park Ped Plaza	Construct pedestrian plaza as street design concept.	45	\$82,000
204	257th Ave Pedestrian Lighting	Add pedestrian lighting as part of street design concept	45	\$164,000
203	257th Ave Sidewalk Improvements	Widen Sidewalks as part of street design concept.	40	\$300,000
169	257th Ave /Cherry Park Rd (north)	Signal improvements at Cherry Park Rd (north), add "U" turn lane at Cherry Park Rd and add landscape median from Cherry Park Rd to Stark St.	40	\$664,000
205	257th Dr Pedestrian Crossing	Add pedestrian crossing at Livingston Place as street design concept	25	\$71,000
207	257th Ave Utility Undergrounding	Underground Utilities	25	\$348,000
208	257th Ave Street Trees	Street Trees	20	\$15,000
Street Design Concept Category Cost				\$5,019,000

BIKEWAY CAPITAL IMPROVEMENT PLAN

Multnomah County Bikeway Program FY 2005-2009 Capital Improvement Plan

The Multnomah County Land Use and Transportation Program has undertaken a long-term program to develop a balanced transportation system which includes bike lanes on urban arterials, major collectors and shoulder bikeways on rural roads. The Land Use and Transportation Program spends more than the one percent minimum of its Motor Vehicle Fuel Tax on bikeway (or pedestrian) projects. These expenditures comply with ORS 366.514, which mandates expenditures of a minimum of one percent of state receipts on bicycle and pedestrian facilities.

Pursuant to an Intergovernmental Agreement between the city of Portland and Multnomah County, a portion of the Motor Vehicle Fees received by Multnomah County is transferred to Portland. Funds transferred include a portion of the mandated one percent from bike and pedestrian facilities which Portland is responsible to use within the 10-year period prescribed by statute.

The Multnomah County bikeway system includes 144 miles of bikeways in the urban and rural areas. The county has developed nearly 39 miles, including bike lanes, shared lanes and shoulder bikeways. Of the remaining 105 miles to be developed (Table 3), 9 miles require only enhancements such as striping, signing and parking removal.

Multnomah County evaluates both previously identified unbuilt projects, and proposed new projects, to set the Capital Project priorities for its Bikeway Capital Improvement Plan (BCIP). The Bikeway Capital Improvement Plan (BCIP) update process has re-evaluated planned projects from the FY 2003-2007 BCIP to determine Capital Project priorities. Policies for the Bicycle Master Plan and the BCIP are established in the Multnomah County Comprehensive Framework Plan.

Capital improvements to the roadway for needs other than bikeways are scheduled in the Roadway Capital Improvement Program (RCIP). If a RCIP project is designated as a planned bikeway, then the bikeway improvement is constructed as part of the roadway construction project. The BCIP schedules improvements that have a high priority for implementation but are not scheduled for construction by the RCIP or other programs in the near future.

Selection Process for the FY 2005-2009 Bikeway CIP

Bikeway capital improvement projects are defined as bikeway projects that require new construction at substantial cost. Examples of such projects are separated bike paths in the road right-of-way, bicyclist activated traffic signals, major shoulder construction, and bridge modifications. Less costly bikeway improvement projects that can be accomplished by striping roads and posting signs (such as designating bicycle lanes or routes) are not funded by the Capital Improvement Program but by the Maintenance and Service Budget.

The Bicycle Capital Improvement Plan process identifies candidate projects and evaluates them according to an objective ranking system. Identified in the Bikeway Master Plan are 100 miles of proposed bikeways on Multnomah County roads. The cost of building these is estimated to be \$39.5 million as shown in Table 3.

In selecting bikeway capital improvements, the County uses a careful process of addressing the most critical needs and maximizing funding opportunities. The selection process described below determines the list of FY 2005-2009 candidate bikeway projects. The candidate projects are ranked according to objective criteria. The highest ranked projects without other development constraints are scheduled for implementation in the FY 2005-2009 Transportation Capital Improvement Program.

Information used in the selection process is described below:

- A. All unbuilt bikeways identified on the Bikeway Plan Map in the 1990 Bicycle Master Plan, are considered.
- B. Projects that have committed funding from other programs in the next five years or other constraints are eliminated.
- C. The remaining projects are evaluated by the County according to the following criteria (see Table 4).
 - 1) Cost Effectiveness
 - 2) Project Utility
 - 3) System Gap
 - 4) School Proximity
 - 5) Safety Improvement
 - 6) Compliments Other Projects
 - 7) Sole Solution
 - 8) Project Feasibility
 - 9) Bonus

Table 3

CIP Score Ranking Report

Bike Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
251	Division St: 174th Ave--195th Ave	Stripe bike lanes.	80	\$40,000
290	Stark St: 257th Ave--Troutdale Rd	Widen road, add bike lanes on both sides.	79	\$235,000
225	223rd Ave: RR Bridge@184--Halsey St	Widen road to add bike lanes.	78	\$194,000
229	257th Ave: Bull Run Rd--Powell Valley Rd	Widen road to add bikes lanes. Part of 40 Mile Loop. RCIP 60.	78	\$174,000
287	Skyline Blvd: Cornell Rd--Greenleaf Rd	Add shared lane bikeway.	78	\$368,000
738	POWELL VALLEY RD: Burnside - 282nd Ave	Bike lanes	77	\$0
257	Glisan St: 203rd Ave--207th Ave	Widen road to add bike lanes. RCIP 110.	77	\$102,000
260	Halsey St: 162nd Ave--183rd Ave	Widen road to add bike lanes.	74	\$613,000
285	Skyline Blvd: McNamee Rd--Cornelius Pass Rd	Add shoulder bikeway.	73	\$623,000
224	223rd Ave: Blue Lake Rd--RR Bridge@184	Widen shoulder to add bike lanes--RR overcrossing constraint	72	\$378,000
273	Orient Dr: Palmquist Rd--Salquist Rd	Add shoulder for bike lane. RCIP 98.	71	\$240,200
288	Springville Rd: Skyline Blvd--County Line	Add shoulder bikeway.	71	\$126,000
230	257th Ave: Division St--Bull Run Rd	Widen road to add bikes lanes. Part of 40 Mile Loop. RCIP 60.	71	\$220,000
228	242nd Ave: Glisan St--Stark St	Add bike lane on the West Side of the Road. RCIP 708	71	\$250,000
286	Skyline Blvd: Cornelius Pass Rd--Rocky Point Rd	Add shoulder bikeway.	70	\$3,269,000
256	Glisan St: 162nd Ave--203rd Ave	Widen road to add bike lanes, possibly through maintenance program.	69	\$879,000
238	Burnside Rd: 181st Ave--197th Ave	Corridor study to identify solution to Stark/Burnside/190th Intersection and lack of bike lanes on Burnside. RCIP.	69	\$378,000
231	257th Ave: Powell Valley Rd--Palmquist Rd	Add bike lanes on both sides of the road.	69	\$143,000
262	Hewitt Blvd: Humphrey Blvd--5200 W of Patton Rd	Add a shared lane bikeway.	69	\$255,000
218	201st Ave/202nd Ave: Halsey St--Glisan St	Add bicycle lanes. Corridor study needed for 202nd Ave	69	\$215,000
250	Division St: 195th Ave--212th Ave	Widen shoulders to add bike lanes. RCIP 119	68	\$154,000
249	Division St: 257th Ave--UGB	Widen road to allow for bike lanes. RCIP 115.	64	\$184,000
242	Cornelius Pass Rd: St Helens (old) Rd--MP2	Corridor study constraint. RCIP 389.	64	\$858,000
263	242nd Ave: Palmquist Rd--Springwater Trail	Widen road to add bike lanes. RCIP 709.	64	\$164,000
220	202nd Ave: Burnside Rd--Division St	Corridor Study of constraint--wetlands, trees and stream constraints	63	\$355,000
217	190th Ave: Highland Dr--Butler Rd	RCIP 105. Add bicycle lanes	63	\$327,000
264	242nd Ave: Springwater Trail--County Line	Add a shoulder bikeway.	63	\$450,000

CIP Score Ranking Report

Bike Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
226	223rd Ave: Marine Dr--Blue Lake Rd	Add bike lanes to both sides of the road. Could be completed as a part of maintenance program. RCIP 143.	60	\$87,000
227	223rd Ave: Marine Dr--1086' N of Marine Dr	Add sidewalks to both sides of the road. Could be completed as a part of maintenance program.	60	\$90,000
221	202nd Ave: Division St--Powell Blvd	Corridor Study of constraint--significant trees in corridor, typical cross section not possible.	58	\$220,000
247	Division Dr: UGB--Troutdale Rd	Widen to rural arterial standard, including shoulder for bikeway. RCIP 111.	58	\$153,000
254	Foster Rd;330' E of Jenne Rd--County Line	Widen road to add shoulder bikeway. RCIP 93.	58	\$480,000
246	Division Dr: Troutdale Rd--Oxbow Dr	Add shoulder for bike lane, possibly through maintenance program.	58	\$654,000
275	Orient Dr: Salquist Rd--Welch Rd	Widen road to add bike lanes.	57	\$266,000
294	TROUTDALE Rd- Chapman Av--Stark St	Widen road to add bike lanes.	57	\$337,000
295	Troutdale Rd: Stark st--Strebin Rd	Widen road to add bike lanes. RCIP 134.	57	\$347,000
269	Larch Mt Rd: HCRH--End of Road	Add shoulder bikeway	55	\$6,335,000
284	Shattuck Rd: Patton Rd--Windsor Ct	Add shared lane bikeway	55	\$102,000
239	Butler Rd: 190th Ave--Regner Rd	Add shoulder bikeway. RCIP 239.	55	\$797,000
281	Sauvie Island Rd: Reeder Rd--Ferry Rd	Corridor study. Shoulder bikeway	55	\$174,000
283	Scholls Ferry Rd: Hewitt Ave--County Line	Widen to add an uphill bicycle lane. RCIP 101.	53	\$572,000
274	Orient Dr: Welch Rd--Dodge Park Blvd	Add shoulder bikeway	53	\$450,000
222	202nd Ave: Glisan St--Stark St	Corridor Study of constraint--significant trees in corridor, typical cross section not possible. RCIP 138.	53	\$225,000
279	Patton Rd: Scholls Ferry Rd--Hewitt Ave	Shared lane bikeway	52	\$358,000
223	209th Ave: Binford Pkwy--Butler Rd	Add bike lanes to both sides of the road. RCIP 162.	52	\$301,000
236	Blue Lake Rd: 223rd Ave--Interlachen Lane	Add shoulders for bike lanes.	52	\$189,000
232	282nd Ave: Troutdale Rd--Orient Dr	Add shoulders for bike lanes. RCIP 154.	51	\$552,000
282	Sauvie Island Rd: Gillihan Rd--Reeder Rd	Widen road to rural collector standard. (Project would require work on the dike.)	51	\$725,000
233	302nd Ave: Division St--Bluff Rd	Construct a shoulder bikeway	50	\$909,000
712	Dodge Park Blvd: Orient Drive --County Line	Add shoulder bikeway.	50	\$1,788,000
267	Jenne Rd: Johnson Creek--McKinley Rd	Construct to rural arterial standards that will include bike lanes, new bridge at Johnson Creek and drainage improvements. RCIP 65.	48	\$368,000
266	Hurlburt Rd: HCRH--Littlepage Rd	Add shoulder for bikeway, possibly through maintenance program.	48	\$1,022,000
243	Cornell Rd: City Limits - NW 53rd DR	Add shoulder bikeway.	46	\$1,001,000
277	Oxbow Dr: Hosner Rd--Oxbow Park Rd	Add shoulder bikeway	46	\$521,000
296	Troutdale Rd: Strebin Rd--282nd Ave	Widen road to add bike lane.	45	\$593,000
253	Evans Rd: Hurlburt Rd--HCRH	Add shoulders for bikeway, possibly through maintenance program.	45	\$664,000
241	Buxton Rd: HCRH--Cherry Park Rd	Add striped bikelane, possibly through maintenance program.	45	\$204,000
278	Oxbow Park Rd: Oxbow Dr--End of Road	Add shoulder bikeway	44	\$572,000

CIP Score Ranking Report

Bike Fund Capital Projects

Project #	Project Name	Project Description	Score	Total Cost
276	Oxbow Dr: Division Dr--Hosner Rd	Add shoulder bikeway	43	\$971,000
268	Knieriem Rd: Littlepage Rd--HCRH	Add shoulder bikeway	43	\$1,492,000
292	Terwilliger Blvd: Northgate Rd--County line	Widen road, add bike lanes on both sides.	43	\$215,000
240	Butler Rd: Regner Rd--242nd Ave	Add shoulders for bikes lanes, possibly through maintenance program.	41	\$368,000
270	McKinley Rd: 174th Ave--182nd Ave	Add shoulder bikeway	40	\$215,000
291	Terwilliger Blvd: Powers Ct--Coronado St	Widen road, add bike lanes on both sides.	37	\$82,000
297	Woodard Rd: HCRH--Mershon Rd	Add shoulders for bikeway.	36	\$41,000
245	Cornell Rd: County Line-C.O.P. line	Add shoulder bikeway.	36	\$18,000
271	Mershon Rd: Ogden Rd--HCRH	Add shoulder bikeway	35	\$879,000
272	Ogden Rd: Mershon Rd--Woodard	Add shoulder bikeway	35	\$41,000
255	Giese Rd: 182nd Ave-- 190th Ave	Add shoulder bikeway.	35	\$174,000
265	Humphrey Blvd: Patton Rd--Hewitt Blvd	Add a shared lane bikeway.	31	\$113,000
237	Blue Lake Rd ROW: 223rd Ave-- Interlachen Ln	Add shoulders for bike lanes.	28	\$41,000
711	Divison St SE: Kelly - 235th Ave	Widen road, add bike lanes on both sides.		\$0
717	162nd Ave NE: Halsey -- City Limits	Widen road, add bike lanes on both sides.		\$0
219	201st Ave: Halsey St--Sandy Blvd	RCIP 127. Corridor Study Constraint		\$347,000
737	Morrison Bridge Bicycle Facility	Existing sidewalk on bridge is narrow, not accessible to persons with disability and presents major obstacles to bicycle and pedestrian use. Project would provide a multi-use bicycle and pedestrian facility providing improved access for non-motorized travelers.		\$1,795,000

Bike CIP Cost

\$39,042,200

Table 4
Criteria for Bicycle and Pedestrian Project Evaluation

Criteria	Criteria Explanation	Point Range
Cost Effectiveness	What is the cost/benefit of proposed project? Projects that provide the most new infrastructure for the least cost will receive the highest scores.	High – 15 Med – 8 Low – 0
Project Utility	Will the project serve a need/be well used once it is complete? Projects located in high or potentially high pedestrian/bicycle traffic areas will receive top scores.	High – 20 Med – 12 Low – 4
Closes Gap in System	Does the project complete a gap in the system? Does it compliment adjacent facilities? Does it significantly improve an existing facility that is well used? Projects that significantly help to complete a pedestrian or bicycle corridor will receive top scores.	<i>Completes gap:</i> High – 15, Med – 8, Low – 0 <i>Compliments other facilities:</i> 0 – 5 <i>Improves existing facilities:</i> 0 – 5
Proximity to Schools	Is a school adjacent to the project area? Project must be directly adjacent to a school to receive the points.	Yes – 5 No – 0
Safety Improvement	Will the project solve a safety problem once complete? Is there a history of accidents along the project site? Projects that will mitigate a hazard in locations with safety concerns will receive top scores.	<i>Accident history:</i> High – 15, Med – 8, Low – 0 <i>Solves problem:</i> High – 10, Med – 5, Low – 0
Compliment Recent or Future Project	Will the project compliment or enhance a recently complete or near-term future project? Projects located in close proximity to other recent or planned bicycle or pedestrian enhancements will receive top scores.	High – 10 Med – 5 Low – 0
No Other Project	Will another project address all or some of the problem? Projects will receive all 5 points if no other projects planned for the area will address bicycle or pedestrian concerns.	Yes – 5 No – 0
Feasibility	Are there factors within or outside the scope of the project that make it impractical? Projects will receive negative points if concerns about right-of-way, topography, construction timing, or public acceptance make them impractical.	<i>ROW/Topography issues:</i> -3 – 0 <i>Construction timing issues:</i> -3 – 0 <i>Public acceptance concerns:</i> -4 – 0
Bonus	Bonus points will be awarded for proximity to parks (0, 2), trails (0, 2), centers (0, 2), alternate sources of money (0, 2) and community support (0-2).	0 - 10

PEDESTRIAN CAPITAL IMPROVEMENT PLAN

Multnomah County Pedestrian Program FY 2005-2009 Capital Improvement Plan

Through its Multnomah County Land Use and Transportation Program, Multnomah County has undertaken a program to develop a balanced transportation system including sidewalks in the urban areas and shoulders on rural roads. Multnomah County spends much more than one percent of its Motor Vehicle Fuel Tax on pedestrian projects. These expenditures comply with ORS 366.514, which requires each county and city to expend a minimum of one percent of its annual state highway funds on bicycle and pedestrian footpath facilities. Alternatively, the jurisdiction may credit the funds each year to a reserve fund, for a period of not more than ten years.

A portion of Multnomah County's share of state highway funds is transferred to Portland pursuant to an IGA between Portland and the County. Funds transferred include the mandated one percent from bike and pedestrian facilities which Portland is responsible to use within the prescribed 10-year period.

The Pedestrian Capital Improvement Plan update process has evaluated the needed sidewalk projects using criteria developed by County staff to identify priorities. The Multnomah County Bicycle and Pedestrian Citizen Advisory Committee reviewed the criteria and points used to assign priorities to projects.

Policies for the Pedestrian Master Plan and the PCIP are established by Multnomah County in the Multnomah County Comprehensive Framework Plan. The PCIP is consistent with the Comprehensive Framework Plan policies for Capital Improvement (#32) and Bicycle/Pedestrian System (#33C).

Capital improvements to the roadway that address needs other than sidewalks are scheduled in the Roadway Capital Improvement Program (RCIP). If a RCIP project requires sidewalks as part of the project, then it is constructed as part of the roadway construction project. The PCIP schedules improvements that have a high priority for implementation but are not scheduled for construction by the RCIP or other programs in the near future.

Selection Process for the FY 2005-2009 Pedestrian CIP

The Pedestrian Capital Improvement Plan process identifies candidate projects and evaluates them according to an objective ranking system (see Table 4, Criteria for Bicycle and Pedestrian Project Evaluations). In selecting pedestrian capital improvements, the County uses a careful process of addressing the most critical needs and maximizing funding opportunities. The highest ranked projects are scheduled by the County for implementation in the FY 2005-2009 Pedestrian Capital Improvement Program. Table 5 provides the CIP Score Ranking Report for Pedestrian Fund Capital Projects.

Table 5

CIP Score Ranking Report

Pedestrian CIP

Project #	Project Name	Project Description	Score	Total Cost
333	Division St: 175th Ave--182nd Ave	Infill sidewalks on both sides of the road. 1203 feet	83	\$37,000
301	Highland Dr: Linneman Ave--11th Ave	Restripe road to allow for standard bike lanes, install pedestrian island refuge.	82	\$132,000
359	Stark St: 257th Ave--Troutdale Rd	Add sidewalks to both sides of road.	82	\$1,500
344	Halsey St: 181st Ave--201st Ave	Infill sidewalks on both sides of the street. 1858 feet	81	\$74,000
351	Powell Valley Rd: 257th Ave--282nd Ave	Add sidewalks to both sides of the street. 518 feet	81	\$15,500
345	Halsey St: 162nd Ave--181st Ave	Add sidewalks to both sides of the road. 1483 feet	78	\$35,000
352	Powell Valley Rd: Burnside Rd--257th Ave	Add sidewalks to the South side of the road. 216 feet	78	\$6,500
328	Burnside Rd: 202nd Ave--Fariss Rd	Add sidewalk to the North side of the road. 3933 feet	76	\$156,000
358	Stark St: 201st Ave--206th Ave	Infill sidewalk on both sides of the road.	76	\$37,000
300	181st Ave: Halsey St--Sandy Blvd	Complete sidewalks on both sides of the road. 3339 feet	75	\$76,000
335	Division St: 182nd Ave--202nd Ave	Infill sidewalks on both sides of the road.	74	\$100,000
354	Riverwood Rd: Riverside Dr--Military Rd	Add sidewalks to the West side of road.	74	\$12,000
310	223rd Ave: Sandy Blvd--Marine Dr	Add sidewalks to both sides of the road. 638 feet	72	\$19,000
734	242ND / HOGAN DR: Stark to Glisan	Add sidewalks to the West side of road. 248 feet	71	\$0
311	242nd Ave: 2nd St--Powell Blvd	Add sidewalks to the West side of road. 148 feet	70	\$3,000
349	Orient Dr: 14th St--262nd Ave	Add sidewalks to the North side of road. 95 feet	69	\$3,000
313	257th Ave: Orient Dr--Powell Valley Rd	Add sidewalks to both sides of road. 327 feet	69	\$10,000
366	Troutdale Rd: Beaver Creek Ln--Chapman Ave	Add sidewalks to both sides of road.	68	\$5,500
357	Stark St: 216th Ave--223rd Ave	Add sidewalks to both sides of road.	67	\$31,000
302	201st Ave: Halsey St--Sandy Blvd	Add sidewalks to both sides of road, narrow RR overpass. 1456 feet	65	\$27,000
346	Hist Columbia River Hwy: 244th Ave--Halsey St	Add sidewalks to the North side of road. 1515 feet	65	\$47,000
367	Troutdale Rd: Sweetbriar Rd--Sweetbriar Ln	Add sidewalks to the East side of road. 21 feet	64	\$1,000
308	202nd Ave: Division St--14th St	Add sidewalks to Both sides of road. 476 feet	60	\$14,000
299	162nd Ave: Wasco St--Halsey St	Add sidewalks to the East side of road. 227 feet	59	\$7,000
329	Butler Rd: Eastwood Pl--Rodlun Rd	Add sidewalks to the South side of road. 32 feet	59	\$1,000
330	Butler Rd: St Andrews--Augusta Loop	Add sidewalks to the North side of road. 174 feet	58	\$5,000
298	162nd Ave: Halsey St--Russell St	Add sidewalks to the East side of road. 702 feet	58	\$22,000
307	202nd Ave: 5th St--Division St	Add sidewalks to Both sides of road. 1050 feet	56	\$33,000
304	202nd Ave: Burnside Rd--Stark St	Add sidewalks to both sides of road. 286 feet	56	\$9,000
309	209th Ave: 31st/Willow St--23rd St	Add sidewalks to the West side of road. 47 feet	55	\$1,400
347	Interlachen Ln: Marine Dr--Blue Lake Rd	Add sidewalks to both sides of road. 4203 feet	54	\$129,000

CIP Score Ranking Report

Pedestrian CIP

Project #	Project Name	Project Description	Score	Total Cost
306	202nd Ave: Stark St--Glisan St	Add sidewalks to Both sides of road. 412 feet	51	\$12,000
325	64th Pl: Bucharest Ct--Dead End	Add sidewalks to both sides of road. 670 feet	47	\$20,000
732	Canyon CT: Highland Rd--County Line	Add sidewalks to the North side of road. 2403 feet	47	\$74,000
326	Arata Rd: 223rd Ave--238th Ave	Add sidewalks to both sides of road. 344 feet	46	\$10,500
327	Bucharest Ct: Dead End--County Line	Add sidewalks to both sides of road. 1140 feet	45	\$35,000
340	Glisan St: 200th Ave--223rd Ave	Add Sidewalks to both sides of the road. 671 feet	43	\$20,000
314	48th Pl: Windsor Ct--Downsview Ct	Add sidewalks to both sides of road. 1658 feet	41	\$51,000
320	55th Dr: City Limit--Patton Rd	Add sidewalks to both sides of road. 4109 feet	40	\$126,000
338	Fairview Blvd: Knights Blvd--Kingston Ave	Add sidewalks to the South side of road. 322 feet	38	\$10,000
362	Sweetbriar Ct: 64th Pl--Scholls Ferry Rd	Add sidewalks to the North side of road. 813 feet	36	\$25,000
356	Scholls Ferry Ct: Scholls Ferry Rd--Dead End	Add sidewalks to both sides of road. 1004 feet	36	\$31,000
735	STARK ST: Evans St to 35th Street	Add sidewalks to the South side of road. 116 feet	36	\$2,500
364	Thomas St: Shattuck Rd--Dead End	Add sidewalks to both sides of road. 1832 feet	35	\$56,000
337	Downsview Ct: 57th Ave--55th Dr	Add sidewalks to both sides of road.	35	\$37,000
369	Windsor Ct: 52nd Pl--Shattuck Rd	Add sidewalks to both sides of road. 2150 feet	35	\$66,000
368	Westdale Dr: 57th Ave--Dead End	Add sidewalks to both sides of road. 1499 feet	35	\$46,000
317	54th Pl: Thomas St--Dead End	Add sidewalks to both sides of road. 580 feet	34	\$17,000
318	55th Ave: Patton Rd--55th Dr	Add sidewalks to both sides of road. 1078 feet	33	\$33,000
319	55th Dr: 55th Ave--Dead End	Add sidewalks to both sides of road. 2924 feet	33	\$90,000
316	52nd Pl: Thomas St--Downsview Ct	Add sidewalks to both sides of road. 2729 feet	33	\$84,000
305	202nd Ave: Glisan St--Oregon St	Add sidewalks to the West side of road. 232 feet	32	\$7,000
343	Grover Ct: Dead End--55th Dr	Add sidewalks to both sides of road. 518 feet	32	\$15,500
322	57th ave: Westdale Dr--Patton Rd	Add sidewalks to both sides of road. 1019 feet	32	\$31,000
336	Downsview Ct: 52nd Pl--48th Pl	Add sidewalks to both sides of road. 1199 feet	32	\$37,000
361	SUNDIAL RD: Marine Dr -- Graham Ct	Add sidewalks to the West side of road. 396 feet	32	\$12,000
321	57th Ave: City Limit--Windsor Ct	Add sidewalks to both sides of road. 1816 feet	32	\$56,000
315	50th Ave: Windsor Ct--Downsview Ct	Add sidewalks to both sides of road. 1900 feet	31	\$58,000
371	Woods Ct: 55th Dr--Dead End	Add sidewalks to both sides of road. 888 feet	31	\$27,000
370	Windsor Ct: 54th Pl--Dead End	Add sidewalks to both sides of road. 1340 feet		\$41,000

Pedestrian CIP Cost

\$2,180,900

**FISH PASSAGE CULVERT
CAPITAL IMPROVEMENT PLAN**

Multnomah County Fish Passage Culvert Program FY 2005-2009 Capital Improvement Plan

The Endangered Species Act requires all responsible parties to correct problems that hinder listed fish species from traveling freely within their natural habitat. Multnomah County, with the Oregon Department of Fish and Wildlife (ODF&W), has identified 48 of the county's 1400 culverts that need improvement for fish passage. Characteristics of typical culvert failure to pass fish include outfall heights that are too high for the fish to jump, flat concrete box culvert bottoms that make the flows too shallow, or water flows that are too fast.

Fish Passage Culvert Assessment and Prioritization Scoring

The county formed an employee team of planners, engineers, maintenance supervisors, programmers, and inventory staff to review the initial ODF&W survey data and generated an objective means to evaluate and set priorities for the culverts. A scoring system was devised that incorporated five factors of analysis: 1) Environmental; 2) Fish Species Recovery; 3) Construction Cost; 4) Maintenance Schedule; and 5) Overall Project Impact. A formula was devised to score each culvert's attributes and rank them. (Table 6 outlines the rating and ranking criteria in detail.)

1) Environmental Evaluation:

Transportation staff and an Oregon State University Biologist Intern performed the Environmental Evaluation. Additional resources were also used, including a biological assessment of the watershed by a fish biologist, technical geographical data from ODFW, and Geographical Information Systems (GIS) mapping. There are eight areas that each culvert was assessed and scored with a maximum of 100 points awarded. The better the conditions for fish habit, the higher the number of points awarded.

2) Fish Species Recovery Factor:

The Fish Species Recovery factor is the evaluation of the three areas—upstream length recovered; upstream watershed area recovered; and, other in-stream barriers. The better the conditions to sustain fish habit, the higher the number of points awarded.

3) Construction Cost Factor:

A Construction Cost factor is determined by combining projected design and construction costs. The cost estimate includes land acquisitions. The higher the projected costs, the fewer points awarded.

4) Maintenance Replacement Schedule Factor:

A Maintenance Replacement Schedule factor is applied reflecting the culvert's scheduled replacement. If the culvert is in good to fair condition and is not scheduled for replacement, fewer points are awarded. Points are awarded based on culverts needing to be replaced within 3 years, or more than 3 years.

5) Projected Impact Factor:

The Projected Impact factor considers the positive impact on basin habitat in relation to amount of resources required.

100% = High Positive Impact (maximum factor points awarded)

75% = Medium Favorable Impact

50% = Low Overall Impact

Final Score

The Final Score is determined by multiplying each of the factors above (2-5) by the Environmental Evaluation. Total projected estimated cost at this date for the entire Fish Passage Plan of 48 culverts is \$19,025,783.

The "S Group" - Salmonoids

Once the score has been determined, the culverts that pass Anadromous ESA listings, Salmon and Steelhead, are segregated and ranked, and are designated as Group S. These 25 culverts are separated from the others because they are the highest priority culverts to fix in relation to the National Marine Fisheries rules. Total estimated projected cost at this date for the 25 Group S culverts is \$13,373,000.

The "A, B and C Groups"

The balance of the remaining 23 are ranked and divided into three groups for a total projected estimated cost of \$5,652,000.

Group A are the highest priority for a projected cost at this date of \$2,028,000.

Group B are the 2nd highest priority for a projected cost at this date of \$1,896,000.

Group C are the lowest priority group for a projected cost at this date of \$1,728,000.

Watershed Basins and Funding Needs

The County will need to partner with other public agencies and private entities to address the liability identified by the culvert inventory. Potential community and financial partners include the Governor's Fish Recovery Plan working with Oregon Watershed Enhancement Board (OWEB); ODF&W; other Oregon State agencies; Congressional Representatives; National Oceanic and Atmospheric Administration (NOAA); Army Corps of Engineers; Metro; private groups; and the local Watershed Councils.

The County understands that the fish culvert improvements need to be addressed in the context of the watershed basins they lie in. A multi-year plan needs to be devised to address liabilities totaling \$19 million. The fish passage culverts are located in following seven sub-basins:

1. Tualatin Watershed - a sub-basin of the Willamette River

There is one fish passage culvert in this basin with a current estimate of \$30,000 to correct. Multnomah County works with the Tualatin Basin on Total Maximum Daily Loads (TMDL).

2. Tributaries of the Willamette River - a sub-basin of the Columbia River
There are two fish passage culverts in the lower Willamette River for a total current estimate of \$360,000 to correct.
3. Johnson Creek Watershed - a sub-basin of the Willamette River
There are eight fish passage culverts in this basin for a total current estimate of \$1,873,000 to correct. The County participates with the Johnson Creek Watershed Technical team in presenting a whole basin approach in reviewing potential fixes. These partners include Clackamas County, Cities of Portland, Gresham and Milwaukie, and support information from ODOT.
4. Fairview Creek Watershed - a sub-basin of the Columbia Slough
There are five fish passage culverts in this basin for a total current estimate of \$1,800,000 to correct.
5. Beaver Creek Watershed - a sub-basin of the Sandy River
There are 19 fish passage culverts in this basin for a current estimate of \$9,951,000 to correct. Multnomah County, Metro, and the Sandy River Watershed has targeted this basin as having a great potential in species recovery. The Urban Growth Boundary is currently adjacent to the western watershed boundary

With its headwaters east of the City of Gresham, Beaver Creek flows northward through the City of Troutdale where it empties into the Sandy River. Mainstem Beaver Creek currently supports Winter Steelhead and Cutthroat Trout populations.
6. Sandy River Watershed (excluding the Beaver Creek Watershed)- a sub-basin of the Columbia River
Excluding the culverts in the Beaver Creek Watershed, there are nine fish passage culverts in this basin for a total current estimate of \$4,316,000 to correct. Metro Green Space has identified the Trout and Buck Creeks as highly important for recovery of fish habitat.
7. Tributaries of the Columbia River
There are two fish passage culverts in the lower Columbia River Gorge for a total current estimate of \$456,000 to correct. Another two culverts are on Arata Creek, a piped stream in the cities of Wood Village and Troutdale, for a total current estimate of \$240,000 to correct.

The County's Stream Passage Design

The County wants to forward solutions that minimize restrictions on streams by designing stream passage concepts. Current fish passage engineering calculations determine what the proper size, shape, baffles and gradient of a culvert need to be to pass fish according to seasonal hydrology. Innovative stream passage designs do not restrict the stream and its natural hydrology; rather they

accommodates the natural course of the waterway. The bottomless structure is usually 2 to 4 times wider than the normal local stream width. Design materials include prefabricated concrete or arched corrugated steel, which bridge the stream. With the larger and higher openings, natural light can enter, making it more suitable for fish navigation. The larger openings accommodate stream banks allowing passage for wildlife, and an enhancement for natural riparian development. If the stream changes its course in the future and takes a meandering path, the new wide berth structure will sustain it. By duplicating these solutions within the County's culvert improvement program, savings will be generated in design and construction cost. Implementing long-life stream passage structures will diminish maintenance costs. The reduction of normal culvert maintenance activities and in-stream work will aid fish habitat. At this time, potential bridge designs are also being forwarded for four of the crossings.

Table 6
Criteria for Fish Passage Culvert Evaluation

Fish Passage Culvert Assessment and Prioritization Scoring:

Environmental Evaluation - up to 100 points awarded by accumulation multiplied by
 Fish Species Recovery factor - up to 100% awarded equals Environmental Rating multiplied
 by
 Construction Cost factor - up to 100% awarded multiplied by
 Maintenance Replacement Schedule factor - up to 100% awarded Multiplied by
 Project Impact factor - up to 100% awarded
 equals Final Score segregated into 2 main groups:
 - Group S - Listed ESA Species - Salmon and Steelhead
 - Groups A, B & C - Non ESA Species - segregated into 3 groups

1. Environmental Evaluation

Riparian Vegetation (15 maximum points awarded) evaluated the quality of the stream's vegetation:

- 3 = Vegetation is sparse and entirely composed of exotic or invasive species
- 6 = Little native riparian vegetation is present, dominated by exotic or invasive species
- 9 = Vegetation is approximately half native riparian species and half exotic or invasive species
- 12 = Vegetation is dominated by native riparian species at various stages of growth
- 15 = Vegetation is dense and entirely composed of mature, native riparian trees and shrubs

Stream Shade Cover (10 maximum points awarded) evaluated the quality of shade and tree canopy:

- 2 = No shade over the creek
- 4 = Sparse or patchy shade over the creek
- 6 = Approximately 50% shade cover
- 8 = 75% shade cover over the creek
- 10 = Creek is 90% or more shaded

Channel Characteristics (15 maximum points awarded) evaluated the quality of streambed for fish habit and passage:

- 3 = There are no partial barriers, no meandering of the creek, no debris or in-stream refuge for fish
- 6 = There are very few partial barriers and pools, minimal in-stream fish refuge
- 9 = There is presence of in-stream debris to provide refuge for fish, pools & meanders are obvious
- 12 = There is good channel diversity, a good presence of in-stream boulders or woody debris
- 15 = The channel is very diverse, there are many partial stream barriers for pools, and the stream has a meandering course.

Overall Flow Quality (5 maximum points awarded) evaluated the quality of stream's flow rates. The culvert's water flows also were reviewed to determine if it match the natural gradient of the stream and ideal flow rates.

Bank Erosion and Stability of Slide Slopes (15 maximum points awarded) evaluated the quality of stream banks:

- 3 = Channelization, undercutting, and erosion of both banks is severe
- 6 = Some channelization, undercutting, or erosion is reduce to only one of the banks
- 9 = Moderate erosion or bank undercutting has occurred on either or both banks
- 12 = Minimal erosion or bank undercutting has occurred
- 15 = There is no undercutting or erosion of the banks

Buffer Zone (15 maximum points awarded) evaluated the quality of buffer zones on streams from development:

- 3 = Creek is surrounded on both sides by developed land with no buffers
- 6 = There is development near the creek but banks may be manicured or landscaped
- 9 = There is approximately a 50 foot buffer zone between the creek and any development
- 12 = There is approximately an 100 foot buffer zone between the creek and any development
- 15 = All development occurs outside a 200 foot buffer zone

Known Fish Species Present (15 maximum points awarded) reviewed the known presence of fish species:

- 0 = None known
- 6 = Cutthroat Trout
- 12 = Coho Salmon
- 15 = Chinook Salmon or Steelhead (ESA listings)

Stream Temperature (10 maximum points awarded) evaluated the water temperature of the stream. The more ideal the temperature for ESA listings, the higher the points awarded.

- 0 = Temperature is less than 38°F, or greater than 68°F
- 6 = Temperature is between 60°F & 68°F
- 8 = Temperature is between 38°F & 45°F
- 10 = Temperature is between 45°F & 60°F

After the field data is entered into the computer, the Environmental Evaluation score is calculated.

2. Fish Species Recovery Factor

Upstream Length Recovered is the passable length, from the culvert to next natural barrier (25% maximum factor points):

- 5% = 0.0 - 0.5 miles
- 10% = 0.5 - 1.0 miles
- 15% = 1.0 - 2.5 miles
- 20% = 2.5 - 5.0 miles
- 25% = over 5.0 miles (maximum factor points awarded)

Upstream Watershed Area Recovered is the watershed area recovered from the culvert to next natural barrier,(25% maximum factor points):

0% = 0 - 100 acres

5% = 100 - 500 acres

10% = 500 - 1,000 acres

15% = 1,000 - 2,000 acres

20% = 2,000 - 3,000 acres

25% = over 3,000 acres (maximum factor points awarded)

Barriers Downstream: takes in consideration of downstream barriers (50% maximum factor points):

0% = Natural barrier downstream

20% = Seasonal natural barrier downstream

30% = Artificial barrier downstream

40% = Restricted artificial barrier downstream

50% = No barrier downstream (maximum factor points awarded)

The three above scores are totaled, which represents the Fish Species Recovery percent factor.

Environmental Rating

This Fish Species Recovery percent total score is multiplied to the Environmental Evaluation score resulting into the Environmental Rating.

3. Construction Cost factor

100% = \$0 (maximum factor points awarded)

95% = \$5,000

85% = \$75,000

66% = \$1,000,000 or greater

4. Maintenance Replacement Schedule Factor

100% = Needs to be replaced within the next 3 years (maximum factor points awarded)

75% = Does not need to be replaced within 10 years

5. Projected Impact Factor

100% = High Positive Impact (maximum factor points awarded)

75% = Medium Favorable Impact

50% = Low Overall Impact

Final Score

The Final Score is determined by multiplying each of the factors above (2-5) to the Environmental Evaluation.

Table 7

Fish Passage Culvert Project Scores

Culvert	Basin/Creek	Stream MP	Road Name / Milepost	Enviro. Score	Recov. Score	Enviro. Rating	Project Cost	Cost Factor	Maint. Schedule	Project Impact	Total	Group
493-06	JC Johnson	3.5	282ND Av, SE - MP: 2.046	76	60%	46	\$325,000	79%	100%	100%	36	S
404-01	SR Beaver	2.4	Stark St, SE - MP: 1.129	60	90% P?	54	\$1,300,000	66%	100%	100%	36	S
450-12	SR Beav.Trib	0.6	Division Dr, SE - MP: 0.881	77	55%	42	\$391,085	78%	100%	100%	33	S
450-17	SR Beaver	3.2	Division Dr, SE - MP: 2.109	61	80%	49	\$120,000	84%	75%	100%	31	S
466-02	SR Beav.Trib	1.4	Lusted Rd, SE - MP: 0.285	64	60%	38	\$335,786	79%	100%	100%	30	S
493-01	SR Beav.Trib	0.5	282ND Av, SE - MP: 0.031	85	50%	43	\$768,912	70%	100%	100%	30	S
450-15	SR Beaver	3.2	Division Dr, SE - MP: 1.763	56	80%	45	\$182,000	82%	75%	100%	28	S
506-10	SR Buck	4.0	Gordon Creek Rd, SE - MP: 1.271	90	55%	50	\$2,300,000	66%	100%	75%	25	S
493-05	JC N. Fork	0.8	282ND Av, SE - MP: 1.593	77	80%	62	\$360,000	79%	100%	50%	24	S
443-08	SR Kelly	1.0	257TH Av / Kane Dr, SE - MP: 2.79	75	80%	60	\$240,000	81%	100%	50%	24	S
143-18	TR Rock	5.7	Rock Creek Rd, NW - MP: 2.473	79	60%	47	\$30,000	91%	100%	50%	22	S
330-10	JC Unknown	1.0	Butler Rd, SE - MP: 2.443	92	55%	51	\$120,000	84%	100%	50%	21	S
447-07	JC N. Fork	0.1	Telford Rd, SE - MP: 0.682	75	70%	53	\$276,000	80%	100%	50%	21	S
330-02	JC Johnson	1.0	Butler Rd, SE - MP: 0.897	83	50%	42	\$120,000	84%	100%	50%	17	S
395-02	JC Kelly	1.4	190TH Dr, SE - MP: 1.18	77	65%	50	\$276,000	80%	75%	50%	15	S
445-01	JC N. Fork	2.0	262ND Av, SE - MP: 0.156	44	80%	35	\$276,000	80%	100%	50%	14	S
458-01	SR Beaver	3.3	Cochrane Rd, SE - MP: 0.044	68	40% P?	27	\$1,000,000	66%	75%	100%	13	S
411-09	SR Beaver	6.1	302ND Av, SE - MP: 2.066	69	40% P?	28	\$75,000	85%	75%	75%	13	S
402-01	SR Kelly	2.0	Division St, SE - MP: 0.482	64	75%	48	\$720,000	71%	75%	50%	13	S
489-12	SR Beaver	2.0	Troutdale Rd, SE - MP: 2.476	79	40% P?	32	\$1,300,000	66%	75%	75%	12	S
452-18	SR Beaver	0.0	Oxbow Dr, SE - MP: 1.228	57	40% P?	23	\$75,000	85%	75%	75%	11	S
452-22	SR Beaver	7.6	Oxbow Dr, SE - MP: 1.513	51	40% P?	20	\$75,000	85%	75%	75%	10	S
466-13	SR Beaver	8.3	Lusted Rd, SE - MP: 3.015	45	40% P?	18	\$75,000	85%	75%	75%	9	S
489-06	SR Beaver	4.6	Troutdale Rd, SE - MP: 0.615	57	40% P?	23	\$1,733,000	66%	75%	75%	8	S
450-13	SR Beaver	4.6	Division Dr, SE - MP: 0.94	57	40% P?	23	\$900,000	68%	75%	50%	6	S
Group S = Anadromous ESA Listings: Highest Priority				Sub Total =		\$13,373,783						
323-02	FC Fairview	1.1	223Rd Av, SE/NE - MP: 2.303	72	95%	68	\$120,000	84%	100%	100%	57	A
411-07	SR Beav.Trib	1.0	302ND Av, SE - MP: 1.492	87	75%	65	\$120,000	84%	100%	100%	55	A
503-08	SR Unknown	0.9	Littlepage Rd, SE - MP: 0.421	79	85%	67	\$276,000	80%	100%	100%	54	A
318-01	FC Fairview	2.1	Sandy Bl, NE - MP: 0.97	82	85%	70	\$600,000	74%	100%	100%	52	A
533-16	CR Young	1.6	Brower Rd, NE - MP: 2.838	83	75%	62	\$276,000	80%	100%	100%	50	A
505-11	SR Pounder	1.3	Pounder Rd, SE - MP: 0.018	87	70%	61	\$276,000	80%	100%	100%	49	A
291-02	WR Balch	1.0	Thompson Rd, NW - MP: 0.22	71	70%	50	\$180,000	82%	100%	100%	41	A
506-24	SR Trout	10.4	Gordon Creek Rd, SE - MP: 2.73	97	50% NB	49	\$180,000	82%	100%	100%	40	A
Group A = High Priority				Sub Total =		\$2,028,000						
468-01	SR Beav.Trib	1.5	Pipeline Rd, SE - MP: 0.1	83	60%	50	\$360,000	79%	100%	100%	39	B
580-15	CR Latourell	2.6	Haines Rd, E - MP: 0.801	97	45% NB	44	\$180,000	82%	100%	100%	36	B
304-01	FC Fairview	1.1	Stark St, SE - MP: 2.299	64	65%	42	\$120,000	84%	100%	100%	35	B
537-01	SR Smith	0.2	Christensen Rd, SE - MP: 0.745	74	55%	41	\$276,000	80%	100%	100%	33	B
275-04	WR Balch	0.2	Cornell Rd, NW - MP: 1.434	74	70%	52	\$180,000	82%	75%	100%	32	B
306-01	FC Fairview	0.5	Burnside Rd, E - MP: 2.498	63	65%	41	\$600,000	74%	100%	100%	30	B
493-04	SR Kelly	1.2	282ND Av, SE - MP: 0.84	57	60%	34	\$180,000	82%	100%	100%	28	B
Group B = Middle Priority				Sub Total =		\$1,896,000						
534-02	SR Buck	3.0	Deverell Rd, SE - MP: 1.879	97	35% NB	34	\$276,000	80%	100%	100%	27	C
410-02	CR Arata	0.5	Halsey St, NE - MP: 0.236	70	45%	32	\$120,000	84%	75%	100%	20	C
397-01	FC Fairview	0.4	202ND Av, SE - MP: 0.825	53	60%	32	\$360,000	79%	75%	100%	19	C
534-11	SR Buck	1.0	Deverell Rd, SE - MP: 0.248	97	30% NB	29	\$276,000	80%	100%	75%	17	C
535-01	SR Smith	0.3	Northway Rd, SE - MP: 0.262	69	30% NB	21	\$276,000	80%	100%	100%	17	C
375-01	JC Unknown	0.5	Barbara Welch Rd, SE - MP: 0.35	37	50%	19	\$120,000	84%	100%	100%	16	C
520-03	SR Smith	1.9	Hurlburt Rd, SE - MP: 0.38	74	25% NB	19	\$180,000	82%	100%	100%	15	C
439-01	CR Arata	0.2	244TH Av, NE - MP: 0.098	42	15% NB	6	\$120,000	84%	100%	100%	5	C
Group C = Lowest Priority				Sub Total =		\$1,728,000						

\$19,025,783 = Total Program Cost

Basin Legend: CR = Columbia River, FC = Fairview Creek, JC = Johnson
by ODFW
Creek

P? = Potential Partial Barrier not originally identified

NB = Year Round Downstream Natural Barrier

SR = Sandy River, TR = Tualatin River, WR = Willamette

Environmental Score X Recovery Score = ENVIRONMENTAL RATING X Cost Factor X Replacement Schedule Factor X Project Impact Factor =
FINAL SCORE Total

**ROADWAY, BIKEWAY, PEDESTRIAN
AND FISH PASSAGE CULVERT
CAPITAL IMPROVEMENT PROGRAM**

**MULTNOMAH COUNTY FY 2005-2009
ROADWAY, BIKEWAY, PEDESTRIAN AND FISH PASSAGE CULVERT
CAPITAL IMPROVEMENT PROGRAM**

INTRODUCTION

Multnomah County Transportation Division has established a Capital Improvement Plan (CIP) process. This process follows guidelines established in the County Comprehensive Framework Plan: Physical Support System Policies. The objective of the Capital Improvement Plan is to identify and set priorities for road and related improvements necessary to maintain and enhance the County transportation system.

The capital improvement process involves two major work elements: development of the Capital Improvement Plan (CIP), followed by development of the Transportation Capital Improvement Program (TCIP). The Capital Plan identifies capital needs for specific projects based on various information including traffic safety, road capacity and system deficiencies, economic development and community concerns. Once the inventory of capital needs has been identified, the Plan ranks the projects using objective criteria to determine the relative importance of future improvements.

Capital planning identifies segments of the county road system that have not been improved to County standards. The Capital Program implements the CIP by assigning available revenue to the highest ranked capital projects. Roadway, bikeway, pedestrian and fish passage culvert projects are ranked separately. A schedule is established of ranked projects for each year from FY 2005 to FY 2009.

Capital programming schedules resources over the five-year period to bring portions of each system up to standards. Future revenue is estimated and allocated to the highest ranked projects until estimated revenue is fully allocated. A number of constraints influence this schedule, which may change the order in which projects are constructed.

Capital Projects

Capital improvements are projects to improve county transportation facilities where either substantial reconstruction or new construction is required. Examples of capital projects include:

- Road reconstruction
- Extensive guardrail replacement
- Sidewalk construction
- Extensive drainage improvements
- New traffic signals and upgrades to existing traffic signals
- Intersection improvements
- Road widening and the construction of new roadways
- Bikeway construction
- Culvert replacement

Road maintenance projects such as crack sealing, striping and signing are not funded by the Transportation Capital Improvement Program. Maintenance is funded separately in the Division's Operations and Maintenance Budget. There are instances where roads that have been developed to current standards require major reconstruction. They are identified in the TCIP as capital preservation. The road overlay program is also funded through the capital program.

Transportation Funding Strategy

County Comprehensive Framework Plan: Policy #34: Transportation, provides guidance to the Division in developing the County transportation system.

The adopted County policy is to develop a safe and efficient trafficway system using the existing road network, and by:

- (1) Improving streets to the standards established by the road classification system;
- (2) Placing priority on maintaining existing trafficways; and
- (3) Making improvements to the existing system which maximizes its capacity rather than constructing new facilities.

This policy establishes the overall capital improvement funding strategy: to enhance the existing road system before constructing new facilities. Capital projects that are scheduled for construction address the most critical transportation needs based on the objective evaluation process.

TCIP Organization

The Transportation Capital Improvement Program summarizes in the following sections:

- Projects recommended for funding are determined in the Project Schedule section.
- Estimated costs and funding sources for each project.
- Scheduled project implementation and constraints to development.

The Capital Programming Process section describes in general terms the relationship between the Capital Plan and the Capital Program and describe the capital programming process in greater detail.

The Transportation Funding section discusses assumptions used to develop revenue forecasts, and provides a general description of revenue sources utilized by the Multnomah County Transportation Division to fund capital improvements.

The Conclusion section provides a summary of transportation capital needs and funding capabilities for roadway, bikeway and pedestrian capital projects.

The final Project Schedule section describes project categories and the capital improvement schedule. Project detail sheets describe each proposed improvement. This section represents the culmination of the CIP and TCIP processes.

THE CAPITAL PROGRAMMING PROCESS

The Transportation Capital Improvement Program implements necessary transportation improvements identified in the CIP. The CIP has identified the array of capital needs on the County system and established priorities among these future capital projects. The process developed to implement the CIP is illustrated in the Capital Improvement Plan and Program Flow Chart, Appendix II. Implementing the capital plan requires budgeting available revenue to the most critical and highest ranked transportation projects.

The first major step in this process is to prepare revenue forecasts. The revenue forecast is based on future projections regarding population growth trends, number of registered motor vehicles, road miles in the County system, gas tax revenue, and federal forest receipts. (See Transportation Funding section for a complete explanation of revenue sources.)

The next major step is to determine constraints to project development. CIP projects are compared with other public and private projects occurring in County road rights-of-way. This comparison will determine if a County CIP project will need to be coordinated with other non-CIP projects. Reviewing possible development constraints will: 1) establish the date that construction could begin for each CIP project; and, 2) coordinate development activities within road rights-of-way; and, 3) reduce the costs of implementing individual projects. Coordination of construction activities in road rights-of-way can reduce costs of individual projects, but may delay construction of the road project to accommodate the other projects. Development constraints reviewed include:

1. Local jurisdictions' capital programs for sanitary sewer, water, and storm sewer systems which may delay a road project.
2. Projects funded with outside revenue sources may require an environmental analysis, or other planning and decision processes that could delay a project.
3. Utility construction (water, power, sewers and communication) are coordinated with each city or utility district or utility company for each County project.
4. Right-of-way acquisition is assumed to require one year to complete.

After revenue forecasts are prepared and the earliest construction dates are identified, the next step is to schedule projects for construction. The highest ranked projects with the earliest start dates are assigned available revenue.

Two or more projects may be combined into a single project when convenient or economical. For example, a signal safety project may be incorporated with a road improvement when they coincide. However, where a priority intersection project would be significantly delayed by a road project, the intersection project will remain independent of the road project. Scheduling of County projects can also be effected by scheduling and funding of other related projects (such as drainage and culverts).

The Capital Plan and Program for Multnomah County roads, signals, bikeways, fish passage culverts, sidewalks and bridges are reviewed and approved at a public hearing before the Board of County Commissioners. Prior to public hearings, new projects were solicited at three public meetings held throughout the county.

East County cities had the opportunity to review draft plans and suggest changes or resolve differences. The East Multnomah County Transportation Committee has reviewed the recommended plan and program, and recommended approval to the Board of County Commissioners. Upon Board approval, the first year of the capital program will be budgeted in the Division's annual budget (Multnomah County Road Fund Budget). Projects scheduled for the second through the fifth years of the program may change as the result of the annual review of the CIP.

TRANSPORTATION FUNDING

Introduction

Multnomah County funds many of its transportation responsibilities through the Road Fund which is a dedicated revenue source comprised primarily of transportation user fees. State Highway Trust Funds, Federal Forest Receipts and County Gasoline Taxes are the primary sources of revenue. Road funds are restricted by county ordinance and the Oregon State Constitution for road purposes only. However, these sources can be used for planning, engineering, constructing and maintaining facilities within road rights-of-way.

For a variety of reasons as described in the introduction, funding for new capital construction is severely limited. Therefore, in an effort to construct as many projects as possible, effort is focused where limited county dollars are able to leverage other dollars.

The county has attempted to identify outside sources of funds that are likely candidates to match county funds. These sources include, but are not limited to, the Metropolitan Transportation Improvement Program (MTIP); State Transportation Improvement Program (STIP), private development (either through project agreements or construction permits); Oregon Transportation Investment Act (OTIA); or, Oregon Watershed Enhancement Board (OWEB).

The total capital need identified in the (Roadway) CIP is \$284 million. The funding capability forecasted in the County Transportation Capital Improvement Program for the five-year period is estimated at \$30.2 million, with most of the funds provided by outside sources (OTIA, MTIP, STIP, etc.). To construct the remaining projects in the Program, the County would need an additional \$600,000 in revenues to match \$6.1 million in other funds (MTIP, if funds are awarded). Limited revenue resources, environmental considerations, and additional requirements (i.e. permitting) do not allow all projects to be completed in an ideal timeframe. The capital program will need to be modified as revenue forecasts and capital needs change.

Revenue and cost estimates are based on historical records and the best available current information. Revenue forecasts were without factoring potential changes in state and federal sharing of transportation funding (i.e. no additional or reduced state and federal revenue).

The Transportation Funding section explains: 1) where road fund revenues (which pay for capital improvements) are derived, 2) what outside funds can be used for capital improvements, and 3) requirements of Multnomah County in allocating funds including: the Portland Intergovernmental Agreement (Portland Agreement), Willamette River Bridges requirements, road maintenance and the Bike Fund. Finally, assumptions used in developing the revenue forecasts for the CIP are discussed.

Revenue Sources

Road Fund Sources

Road fund revenues for Multnomah County are derived primarily from four sources:

1. **State Highway Trust Fund:** Revenue from this source include the State gasoline tax, weight/mile tax on trucks, and vehicle registration fees, which are each constitutionally dedicated to road-related uses. The State Highway Trust Fund is distributed to the State, counties and cities at a rate of 60%, 24% and 16% respectively, after funding the Department of Motor Vehicles. Multnomah County is expected to receive \$27 million in FY 05-06 in gross revenue (before distribution to the city of Portland per the 1983 Portland Intergovernmental Agreement). One percent is dedicated to bikeways and pedestrian facilities.
2. **Federal Forest Receipts:** These revenues derive from timber cut in National Forests within Multnomah County. Under Oregon Revised Statute (ORS) 294.060, the funds received under ORS 293.560 are allocated at a rate of 75% to the Road Fund and 25% to the School Fund. Annual revenue to the Road Fund is estimated at \$600,000.
3. **County Gasoline Tax:** Established under Multnomah County Code (MCC) 5.30.030 as a business license fee for Multnomah County, the one cent per gallon tax was imposed in 1977, and increased to three cents per gallon in 1981. Today, the three cents raises approximately \$7.8 million annually. See MCC 11.200.
4. **Oregon Transportation Investment Act (OTIA):**

Other revenue in the Road Fund includes service reimbursements including fees related to new development, and interest on investments.

Outside Funds

There are two primary sources of federal funds used by Multnomah County to fund road improvements: Surface Transportation Program (STP) funds and Highway Bridge Repair and Replacement (HBR) funds.

Congress passed the Transportation Equity Act for the 21st Century (TEA-21) in 1998. This act substantially modified the way federal transportation funds are used for transportation purposes. Congress created the broad and flexible STP revenue category to replace more restrictive road funding categories. A percentage of these funds is distributed to the metropolitan region by the state. These dollars are available competitively to Multnomah County and other agencies for alternative transportation projects, as well as road projects.

Federal bridge funds (HBR) are available to Oregon based upon a formula defining the relative condition of bridges throughout the state. This applies to the Willamette River Bridges for Multnomah County and provides \$6 million per year for capital.

State funds are also available for safety improvement projects which are deemed eligible based on historical crash data. The Division applies for those funds when specific projects qualify.

Revenue Requirements

Capital Program

Annual allocations are made from the Road Fund for the Portland Agreement and for Willamette River Bridges; the County Bike and Pedestrian Fund; agreements with the cities of Troutdale, Fairview and Gresham; and, road maintenance. Remaining funds are then allocated to road capital projects which may also include bikeways and pedestrians.

Portland Agreement

In 1984 the city of Portland and Multnomah County entered into an intergovernmental agreement to share revenues and road responsibilities related to the City's annexation of portions of unincorporated Multnomah County. County maintained roads within the city limits of Portland were transferred to the City in conjunction with a share of the County's Road Fund dollars. The formula for sharing County road funds with the City provided for an increased share of revenue based on miles of road transferred and population increases from annexation.

The 1984 Portland Agreement was amended in 1989 so that all user fee revenues received by the County and City are shared based solely on proportional road mileage of the City and County systems. County Road Fund revenue estimated to be transferred to the City of Portland in FY 05 \$21.1 million.

Transportation Initiatives Agreement

In FY 1995 Multnomah County reached an agreement to transfer roads and other resources to the cities of Fairview, Troutdale and Gresham. Included in the transfer is approximately 70 miles of local roads, along with revenue to maintain the roads. In FY '05 Multnomah County will transfer \$529,000 to these cities which is reflected in the projected revenues available for capital improvements. The amount is adjusted annually to reflect the Portland consumer price index, reducing the amount available for the county's capital projects.

Willamette River Bridges

The Portland Agreement specifies yearly allocations of funds for capital construction and maintenance on the six County-maintained Willamette River Bridges. These bridges are: the Sellwood, Hawthorne, Morrison, Burnside, Broadway, and Sauvie Island. A portion of this money is set aside (through the Portland Agreement) and reserved from the County road funds prior to administration of the sharing formula. Another portion is subtracted from the City's allocation. (Please refer to the City of Portland Intergovernmental Agreement, amended August 1989 for more detailed information.) Programming funds for capital construction of the Willamette River Bridges is done under the County's *Capital Improvement Plan and Program for the Willamette River Bridges* section of the Transportation Capital Improvement Program.

Road Maintenance

Historically, Multnomah County has put great emphasis on maintenance of its road system. Until recently, the maintenance programs for the County road network and bridge system were fully funded. However, as a result of stagnant funding levels, the County is deferring many maintenance activities and is accumulating an increasing maintenance backlog on the surface street system.

Bike Fund

Under ORS 366.514, one percent of the State Highway Trust funds received by the County is to be spent on bicycle facilities or footpaths. Multnomah County has established a separate fund for bicycle and pedestrian facility development. These resources are programmed under the Bicycle Capital Improvement Program section.

Revenue Forecast Assumptions

The following assumptions are used to develop revenue forecasts for the Transportation Capital Improvement Program.

- State Highway Trust Fund monies to be received by the County are forecast from a County model which assumes a base revenue, developed from historical data.
 1. The base revenue is shared with counties and cities at an average percentage rate of 24.38% and 15.57% respectively.
 2. Multnomah County's share of all counties' share of the State Highway Trust Fund is 16.82% (number of registered vehicles in Multnomah County/number of registered vehicles Statewide).
 3. Portland's share of State Highway Trust Fund monies is 24.85% of all cities' share which is based on a population formula.

- The Multnomah County gasoline tax raises about \$7.8 million annually.
- Willamette River Bridges maintenance costs and a portion of capital costs are subtracted from the County's share of the State Highway Trust Fund and County Gas Tax. Additional capital is taken from the City of Portland's share per the Portland Agreement.
 1. Willamette River Bridge maintenance costs (adjusted annually to reflect Portland CPI) are estimated to be \$5.3 million in FY '05.
 2. The annual bridge capital requirement is \$1,500,000; \$1,060,000 from the County's share, with the remainder from Federal Forest Receipts and the city of Portland.
- Federal Forest receipts are retained by the County and are not factored into the sharing formula for the Portland Agreement. Projected Federal Forest revenue is estimated at \$600,000 in FY '05.
- Total revenue for sharing with the City of Portland is comprised of:
 - State Highway Trust Fund to the County
 - County Gasoline Tax (less Willamette River Bridge allocations)
 - State Highway Trust Funds to the City.
 - Revenue is shared based on the percentage of city road miles and county road miles.
- County's gasoline tax allocation of the Road Fund includes:
 - County allocation of shared revenue
 - + Urban service and WRB set-asides from Portland
 - + Federal Forest receipts
 - + Funds taken off the top for WRB maintenance and capital.

Other Revenue

- County road receipts include other revenue in addition to user fees. These include: reimbursements, permits, interest and miscellaneous (excluding beginning working capital), which are expected to provide \$1.5 million per year.
- Other revenues are projected at a constant rate, with the exception of beginning working capital.
- Beginning working capital is comprised primarily of obligated funds not yet spent, and unaccounted revenue as a result of under-forecasting.

CONCLUSION

The Transportation Capital Improvement Program has been developed to implement the capital plan. The capital plan identifies projects of greatest need on the Multnomah County road system. The capital program identifies funding sources and schedules the projects for construction. Because of limited funding, projects selected for inclusion in the capital program are high priority and meet other transportation needs and values.

As funds are limited, efforts are made to leverage other funds whenever possible. Therefore, partially funded projects are those projects where some of the funds are available, but insufficient to complete the project without additional funds. The county has leveraged some capital funding sources by committing other capital funds to match these sources. Further, the county has identified and is pursuing other potential sources of funding.

The CIP identifies approximately 250 road, fish passage culvert, bicycle and pedestrian transportation (rural and urban) projects. Total estimated liability for all 250 projects is approximately \$304 million in 2004 dollars.

The capital planning and programming process is designed to ensure that limited resources for transportation capital projects will be allocated to the most critical transportation needs. Other competing needs for funding are safety projects and capital preservation projects. Project ranking and rating criteria places an emphasis on improving safety conditions where a known solution is possible.

Capital preservation is also important as funds for road overlays and upkeep has dwindled the past few years. While still relatively high, the pavement condition index (PCI) continues to decline and left unchecked, will result in higher maintenance costs in the future, thereby eroding the ability to fund new capital projects.

The priority ranking system developed in the Plan recognized 250 projects in all road categories. Twenty-six of these projects have been scheduled for development in this TCIP. In addition, funds are set aside to cover other expenses—remedying safety concerns, repairs, ADA improvements, leveraging private development activities, etc.

Constantly changing community needs will alter County transportation program priorities over time before all projects can be constructed. The Transportation Capital Improvement Program is reviewed by the Division on an annual basis, and fully revised including public input biennially. The current CIP is based on the best available revenue and cost information, and by clear and objective means, sets forth a strategy for addressing the highest priority transportation needs.

TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM

FY 2005-2009 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM

The total capital need identified in the Transportation Capital Improvement Plan is \$304 million, for 250 candidate projects. Needed facility improvements are ranked by facility type and include:

- Arterial Streets
- Collector Streets
- Bridges (other than Willamette River Bridges)
- Signal/Intersections
- Street Design Concepts
- Bicycle
- Pedestrian
- Fish Passage Culvert
- Preservation and Safety

The transportation capital funding capability of Multnomah County for the next five-year period is approximately \$6 million (exclusive of carryover). Contrasted with approximately \$304 million in capital needs, projects with the most critical need and no development constraints are programmed for priority development.

Total cost of the projects included in the capital program is \$30.2 million. Therefore Multnomah County will need to come up with additional sources for leveraging \$24.2 million. Potential sources of the \$24.2 million include regional funds, private development, traffic impact fees and grants.

Of the 250 current CIP candidate projects, 26 new projects are scheduled in the Capital Improvement Program for development during FY 2005-2009. In addition, funds are also earmarked for annual allotments to address safety issues as needed, ADA compliance, road overlays and repairs.

FY '05--09 CAPITAL IMPROVEMENT PROGRAM NEW CAPITAL ALLOCATION SUMMARY

Category	Needs	Program FY '05--'09	
		Total Segment Cost	County Funds
Arterial	\$139,774,000	\$8,907,000	\$4,175,000
Collector	\$58,389,000	\$1,315,000	\$500,000
Bridges (non-Willamette River Bridge)	\$22,951,000	\$7,153,000	\$2,799,000
Signal/Intersection	\$17,454,000	\$862,000	\$862,000
Street Design Concept	\$5,019,000	\$0	\$0
Bicycle	\$39,042,000	\$40,000	\$40,000
Pedestrian	\$2,181,000	\$100,000	\$100,000
Fish Passage Culvert	\$19,026,000	\$4,870,000	\$0
Other*		\$6,642,000	\$5,946,000
Total	\$303,836,000	\$29,889,000	\$14,422,000

*Includes preservation and safety, ADA Compliance and debt service

Project Categories

The Roadway Capital Improvement Program consists of nine funding categories: Arterial, Collector, Signal/Intersection, Bridges, Street Design Concepts, Bicycle, Pedestrian, Fish Passage Culvert and other. A separate category, Carryover projects consists of projects that fall under one or more of these funding categories as previously allocated, but not completed, in the prior year.

Funding Category Definitions

Arterial Streets

Arterial streets carry the highest volumes of traffic on the county road system and are three to five lanes. Rural Arterial streets are two lanes. Arterial streets are the regional traffic arteries of the East County road system. Arterial streets continue to be the most critical need on the county road system.

Arterial streets carry traffic between cities and provide direct connection between regional activity centers. Development of a multi-modal arterial system not only insures an efficient transportation network, it also reduces the negative effects of through traffic using neighborhood streets. Consequently, the highest priority, aside from safety and maintaining the existing system, is to make necessary improvements to the arterial streets.

Collector Streets

Collector streets are the next highest priority and carry area traffic between neighborhoods and the arterial system. Collectors are not intended to serve through traffic.

Signal/Intersection

Traffic signals and turn lanes at intersections facilitate traffic flow and safety. Intersection and signal improvements can be developed independent of a road project. Improvement of intersection geometry, signal timing, or adding turn lanes at intersections can provide additional capacity and safety for an entire road segment.

Bridges

Bridges in this section, excluding Willamette River Bridges, are integral to the County road system and should be improved as roadways are improved. For example, five narrow railroad bridges over the existing county roads will need to be widened as the roads are improved. Willamette River Bridges under Multnomah County jurisdiction can be found in the *Capital Improvement Plan and Program for the Willamette River Bridges* section of this document.

Street Design Concepts

Street Design Concepts are intended to serve multiple modes of travel in a manner that supports the specific needs of the 2040 land-use components. One of the needs of the 2040 land-use components is to ensure the livability of the region. The street design concepts fall into four broad classifications for regional facilities:

1. Throughways that emphasize motor vehicle travel and connect major activity centers.
2. Boulevards that serve major centers of urban activity and emphasize public transportation, bicycle and pedestrian travel while balancing the many travel demands of intensely developed areas.
3. Streets that serve transit corridors, main streets and neighborhoods with designs that integrate many modes of travel and provide easy pedestrian, bicycle and public transportation travel.
4. Roads that are motor vehicle oriented with designs that integrate all modes but primarily serve motor vehicles.

Bicycle

Bicycle facilities are an integral component of Multnomah County's multi-modal transportation system. Multnomah County spends in excess of the mandated (ORS 356.514) 1% on bicycle facilities as they are included in all new road construction projects. The 1% allotted to bicycle facilities is typically for stand-alone facilities.

The total capital need identified in the Bikeway Capital Improvement Plan is \$39 million for 100 miles of bikeway facilities. In addition to providing 100 miles of bike lanes, paths and shoulder bikeways, there are 75 signalized intersections on the bikeway system where traffic signal detectors in the bike lanes would enhance the bike system.

Pedestrian

The Pedestrian Program is currently a sidewalk infill program including only urban streets that have curbs and drainage facilities in place. It is costly to develop sidewalks on urban streets without curbs due to the expense of installing drainage facilities. Curbed streets with drainage facilities significantly reduce sidewalk construction costs, making the PCIP a cost-effective sidewalk infill program. Multnomah County has developed a comprehensive inventory of sidewalks in the urban areas that have curbs but lack sidewalks.

Preservation and Safety Improvements

There are several components that comprise preservation and safety. First, for preservation there are 2 components. The first is the annual maintenance overlay program. The amount allotted to overlays has been reduced from over \$1 million annually to \$200,000 annually. The result is a deterioration in pavement conditions. While most county roads presently rate excellent to good, they are rapidly deteriorating and many roads will drop below the good rating. The second component is road reconstruction. At present 2 roads require reconstruction due to failing pavement conditions. This is where the road has been built to county standards and no new facilities are anticipated.

Monies are also set aside for unanticipated traffic hazards requiring immediate attention to protect the traveling public, e.g., to repair a washed out roadway, and are funded from this category.

Americans With Disabilities Act (ADA)

All new county facilities are constructed to comply with ADA requirements. The county sets aside an annual allotment of funds to address older county facilities that were constructed prior to current ADA standards that require modification to meet ADA.

Debt

To construct the improvements at 257th Ave and Orient Dr the county obtained a Certificate of Payment (COP) to fund the improvements. The amount identified under this category refers to the funds necessary to retire the debt. The payments run through 2015.

CIP Project Schedule

The five-year Capital Improvement Program schedule displays by year, monies allocated for each programmed project. A Project Detail Sheet provides greater information on the scope of each scheduled project.

Project Detail Sheets

Project Detail Sheets describe transportation projects scheduled for construction within the Capital Improvement Program for FY '05—'09. Project detail descriptions are organized by project ranking and category.

Information on the Project Detail Sheets include:

- Program
- Project Name (street name and from - to termini points);
- Project Number (a unique number assigned for cost accounting purposes for budgeted projects and mapping purposes);
- Project Description (brief description of the planned improvements);
- RTP number, if applicable;
- Traffic Impact Fee (TIF), if applicable;
- Score, project score as detailed in rating and ranking by category;
- IRIS road number and mile points;
- Project cost (ROW and construction, including engineering);
- Detail Map of Project Area (highlighting project location).
- Programmed Improvements are denoted in matrix, if applicable

Table 8

FY 2005--2009 ROADWAY CAPITAL IMPROVEMENT PROGRAM[illegible]

Table 8

FY 2005--2009 ROADWAY CAPITAL IMPROVEMENT PROGRAM[illegible]

FY '05—09 Project Detail Sheets* – Index

1. Glisan St: 202nd Ave—207th Ave
2. Sandy Blvd: 165th Ave—207th Ave (OTIA)
3. 257th Ave: Powell Valley Rd—Division St (OTIA)
4. Sandy Blvd: 207th Ave—238th Ave PE/ROW (MTIP)
5. Wood Village Blvd: Halsey St—Arata Rd (MTIP)
6. 257th Ave/Orient Dr/Palmquist Rd Intersection
7. 223rd Ave RR overcrossing at I-84 (MTIP)
8. Corbett Hill Viaduct (OTIA)
9. Beaver Creek Bridge (OTIA)
10. Stark St Viaduct (HBRR)
11. 223rd Ave/Sandy Blvd Intersection
12. 257th Ave/Hensley Rd Intersection
13. 282nd Ave/Stone Rd Intersection (HEP)
14. Division St: 174th Ave—195th Ave Bicycle Improvements
15. Division St: 182nd Ave—202nd Ave Pedestrian Improvements
16. Beaver Creek/Stark St Fish Passage Culvert
17. 238th Dr Safety Improvements
18. Marine Dr: 223rd Ave—I-84
19. Corbett Hill Slide Repair (RSTP)

* No detail sheets are provided for annual allotment projects, culvert repair (non-fish passage) or the overlay program.

Road Fund Capital Projects

Project Name Glisan St: 202nd Ave--207th Ave

Project #: 110 **Category:** Arterial

Functional Class: Major Arterial

Project Description:	Construct Glisan Street to arterial standards including bike lanes, sidewalks, two travel lanes in each direction, center turn lane/median and drainage improvements. Programmed project constructs half-street improvements on south side of Glisan St, adjacent to Microchip property for \$220,000
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RTP No: 2109

IRIS #: 308

ROW Cost: \$0

TIF ☐

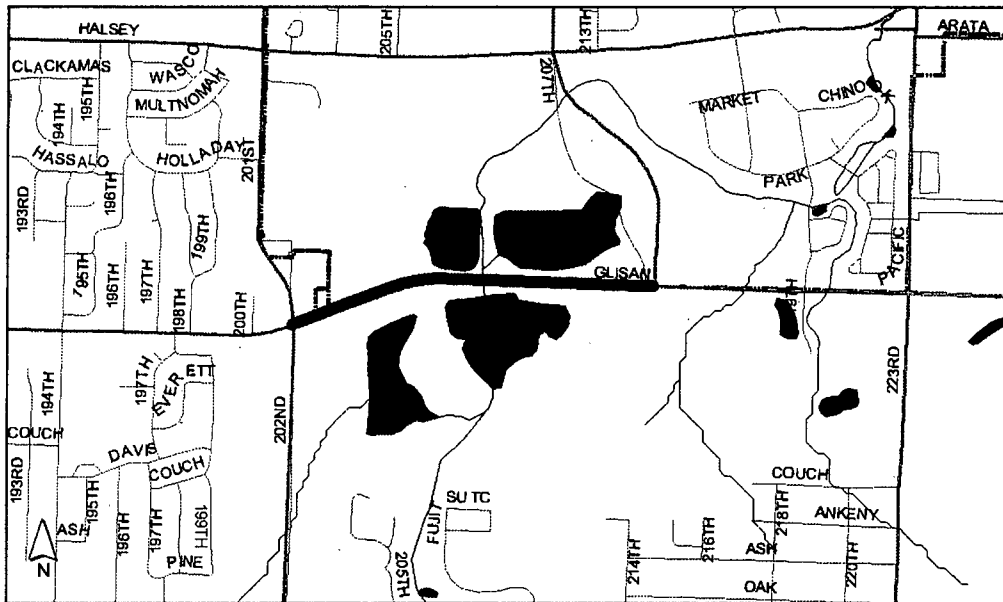
From Mile Point: 2.035

Construction Cost: \$1,640,000

Score: 35

To Mile Point: 2.665

Total Cost: \$1,640,000



Map not to Scale

	Existing	New
Travel Lanes:	2	5
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:	Ditch	Storm
Illumination:	No	Yes
Turn Lanes:	No	Yes
Intersection:	No	Yes

Road Fund Capital Projects

Project Name: Sandy Blvd.: 165th Ave to 207th Ave

Project #: 747

Category: Arterial

Functional Class: Minor Arterial

Project Description: Widen Sandy Blvd to urban minor arterial standards. ODOT transferred segment to Multnomah County in 2005. OTIA funds of \$1,320,000 will be used to begin to bring road to current standards

RTP No: 2074

IRIS #: 318

ROW Cost: \$0

TIF

☐

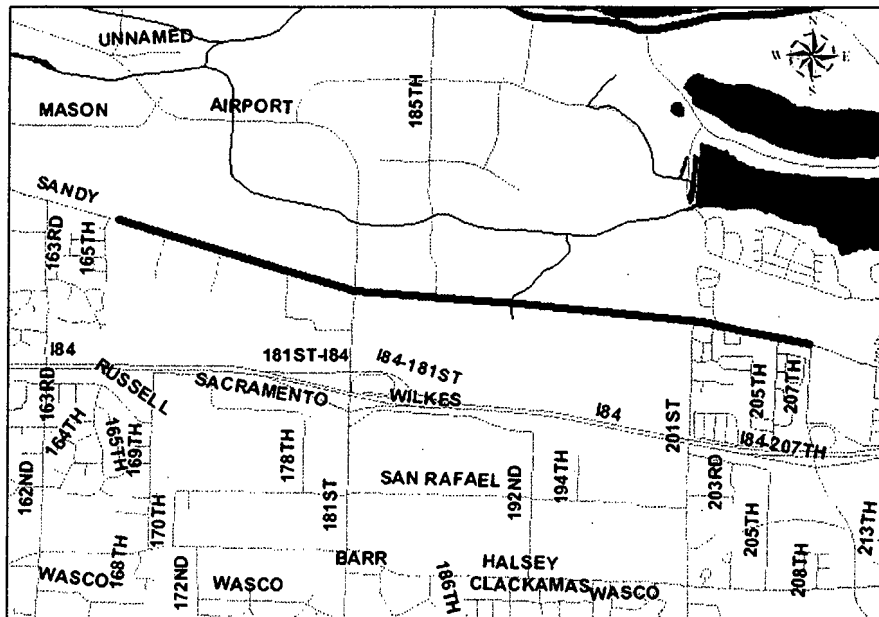
From Mile Point: 0.000

Construction Cost: \$0

Score: 0

To Mile Point: 2.069

Total Cost: \$0



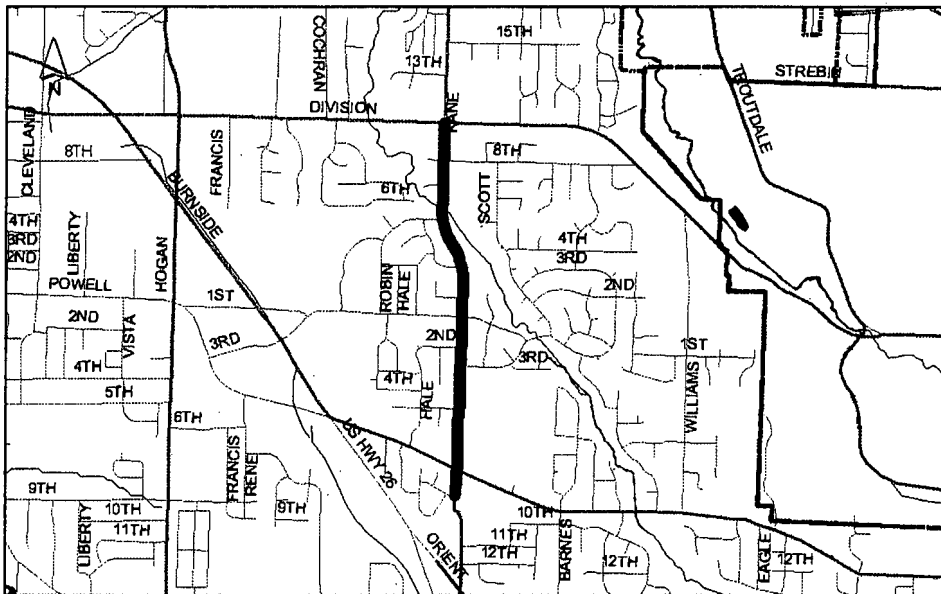
Map not to Scale

	Existing	New
Travel Lanes:		
Sidewalks:		
Bike Lanes:		
Drainage:		
Illumination:		
Turn Lanes:		
Intersection:		

Road Fund Capital Projects

Project Nam 257th Ave:Division St--800' south of Powell Vly Rd
Project #: 60 **Category:** Arterial **Functional Class:** Major Arterial
Project Description: Construct 257th Ave to 5 lane major arterial standards with bike lanes, sidewalks and drainage improvements. Programmed project is in the draft ODOT State Transportation Improvement Program for FY '08.

RTP No: 2041 **IRIS #:** 443 **ROW Cost:** \$511,000
TIF ☒ **From Mile Point:** 2.275 **Construction Cost:** \$4,400,000
Score: 45 **To Mile Point:** 1.292 **Total Cost:** \$4,911,000



Map not to Scale

	Existing	New
Travel Lanes:	2	5
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:	Ditch	Storm
Illumination:	No	Yes
Turn Lanes:	No	Yes
Intersection:	Yes	Yes

Road Fund Capital Projects

Project Nam Sandy Blvd: 207th Ave-- 238th Ave

Project #: 716

Category: Arterial

Functional Class: Minor Arterial

Project Description: Construct to arterial standards with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes. Current project is seeking \$939,000 in MTIP funds to undertake PE and ROW for this segment of road.

RTP No: 2074

IRIS #: 318

ROW Cost: \$613,000

TIF ☐

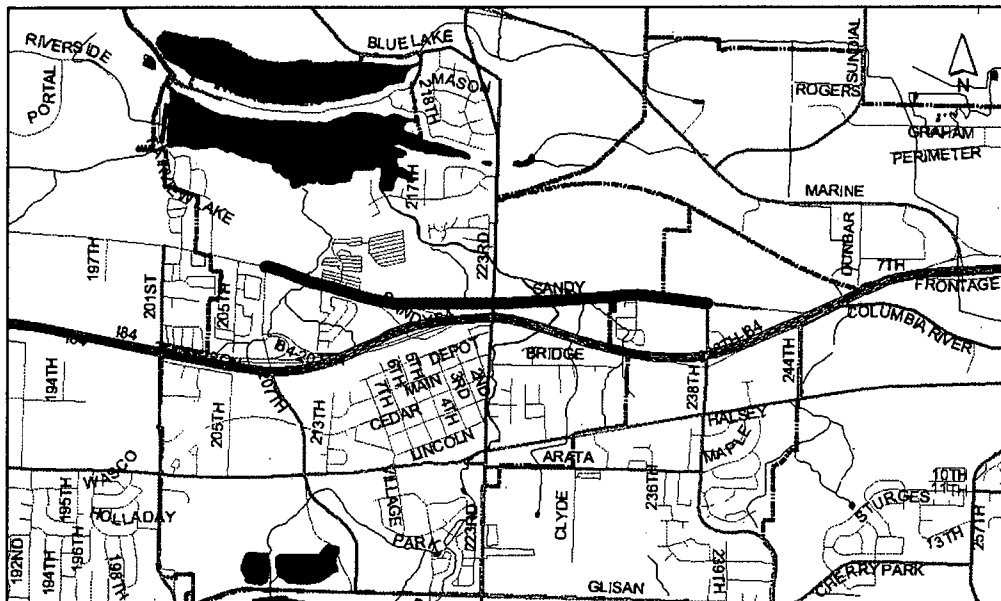
From Mile Point: 0.000

Construction Cost: \$4,700,000

Score: 40

To Mile Point: 1.535

Total Cost: \$5,313,000



Map not to Scale

	Existing	New
Travel Lanes:	2	3
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:	Ditch	Storm
Illumination:	No	Yes
Turn Lanes:	No	Yes
Intersection:	No	Yes

Road Fund Capital Projects

Project Nam Wood Village Blvd: Arata Rd--Halsey St

Project #: 710

Category: Collector

Functional Class: Major Collector

Project Description: Construct new extension of Wood Village Blvd as a major collector with 2 travel lanes, center turn lane/median, sidewalks and bicycle lanes. Construction of improvements is dependent upon funding through MTIP.

RTP No: 2110

IRIS #: 359

ROW Cost: \$613,000

TIF ☐

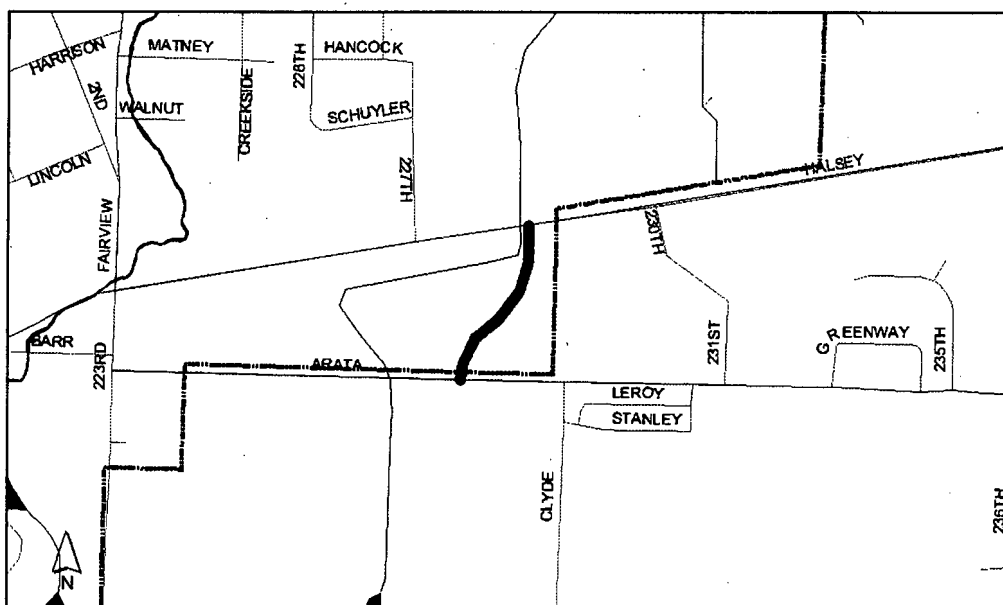
From Mile Point: 0.464

Construction Cost: \$511,000

Score: 30

To Mile Point:

Total Cost: \$1,124,000



Map not to Scale

	Existing	New
Travel Lanes:	0	3
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:		Storm
Illumination:	No	Yes
Turn Lanes:	No	Yes
Intersection:	No	Yes

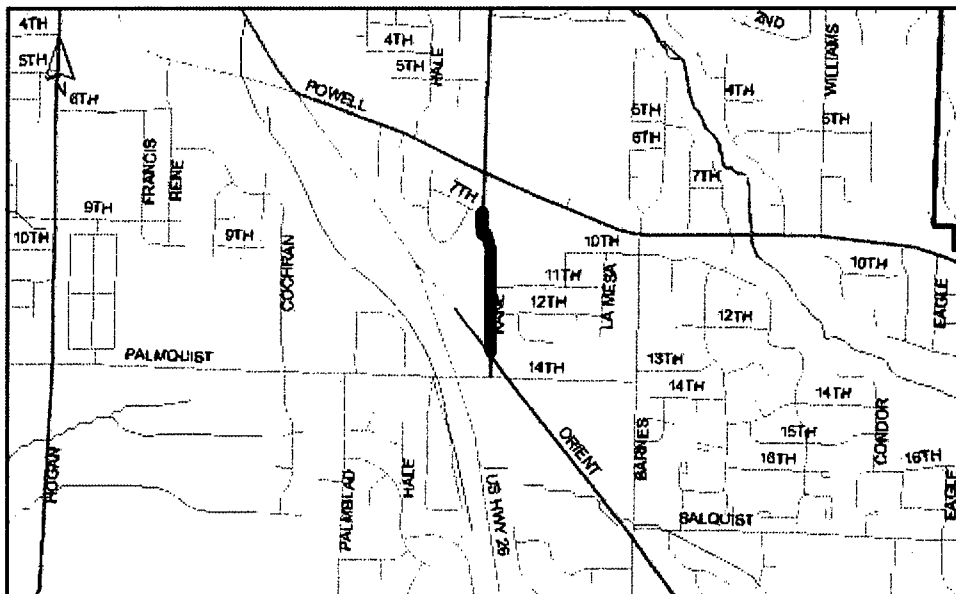
Road Fund Capital Projects

Project Name 257th Ave/Orient Dr/Palmquist Rd

Project #: 62 Category: Arterial Functional Class: Minor Arterial

Project Description: Realign intersection of Orient Dr, Palmquist Rd and 257th Ave and install new signal.
Project also to include Orient Dr/257th Ave intersection project. Construct new 11th Ave between 257th Ave and US 26

RTP No:	2042	IRIS #: 443	ROW Cost:	\$200,000
TIF	<input checked="" type="checkbox"/>	From Mile Point: 1.039	Construction Cost:	<u>\$3,600,000</u>
Score:	50	To Mile Point: 1.292	Total Cost:	<u>\$3,800,000</u>



Map not to Scale

	Existing	New
Travel Lanes:	2	5
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:	Ditch	Storm
Illumination:	No	Yes
Turn Lanes:	No	Yes
Intersection:	No	Yes

Road Fund Capital Projects

Project Nam 223rd Ave RR Undercrossing

Project #: 198

Category: Bridge

Functional Class: Major Collector

Project Description: Construct new railroad bridge to accommodate 223rd Ave with bike lanes and sidewalks.

RTP No: 2081

IRIS #: 323

Mile Point: 2.11

ROW Cost: \$0

TIF ☐

Construction Cost: \$4,800,000

Score: 50

Total Cost: \$4,800,000



Map not to Scale

	Existing	New
Travel Lanes:	2	3
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:	Ditch	Storm
Illumination:	No	Yes
Turn Lanes:	No	No
Intersection:	No	No

Road Fund Capital Projects

Project Nam Corbett Hill Viaduct

Project #: 723

Category: Bridge

Functional Class: Rural Arterial

Project Description: Replace viaduct with OTIA funds. Shoulder repairs to Corbett Hill Road will be undertaken with viaduct replacement. Cost of shoulder repair is an additional \$628,000

RTP No:

IRIS #: 569

Mile Point: 1.01

ROW Cost:

\$0

TIF

☐

Construction Cost:

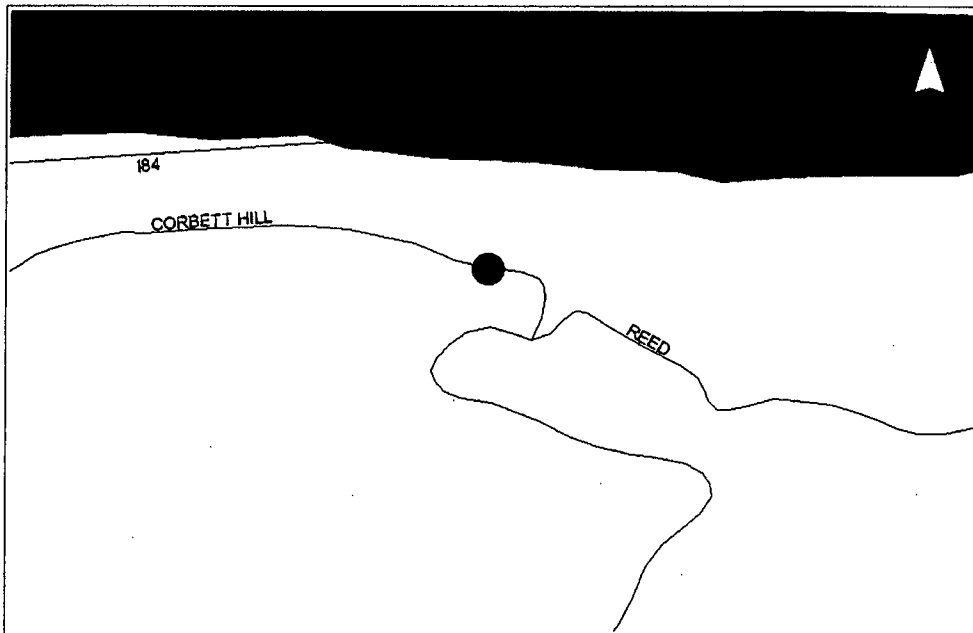
\$690,000

Score:

15

Total Cost:

\$690,000



Map not to Scale

	Existing	New
Travel Lanes:	2	2
Sidewalks:		No
Bike Lanes:	No	No
Drainage:	Ditch	Ditch
Illumination:	No	No
Turn Lanes:	No	No
Intersection:	No	No

Road Fund Capital Projects

Project Nam Beaver Creek Bridge on Historic Columbia River Hwy

Project #: 724 Category: Bridge

Functional Class: Major Collector

Project Restore Bridge
Description:

RTP No: IRIS #: 490

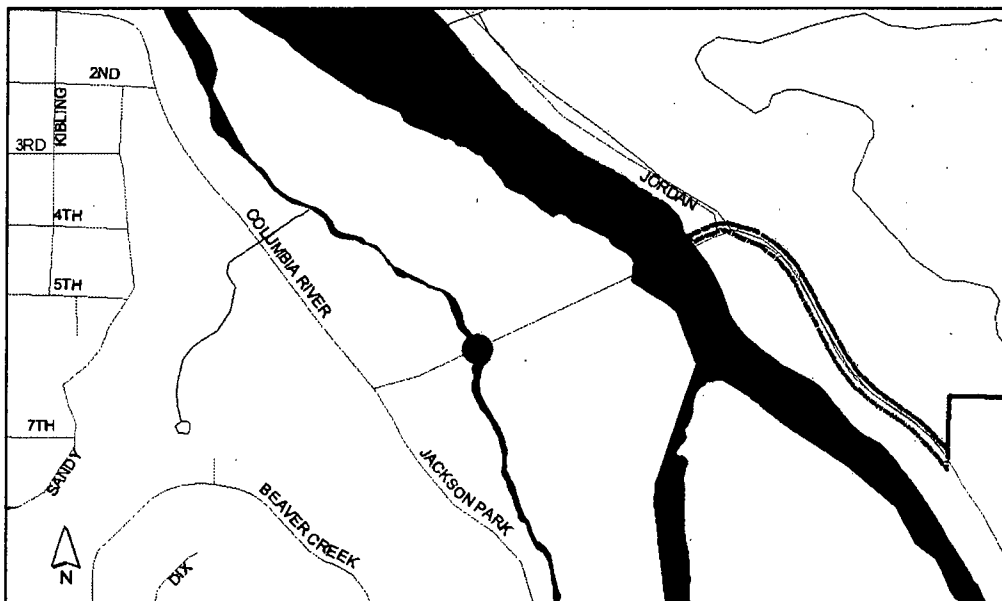
TIF: ☐

Score: 30

ROW Cost: \$60,000

Construction Cost: \$988,000

Total Cost: \$1,048,000



Map not to Scale

	Existing	New
Travel Lanes:	2	2
Sidewalks:		Yes
Bike Lanes:	No	Yes
Drainage:	Storm	Storm
Illumination:	No	No
Turn Lanes:	No	No
Intersection:	Yes	No

Road Fund Capital Projects

Project Nam Stark St Viaduct

Project #: 736 Category: Bridge

Functional Class: Rural Arterial

Project Description: Reconstruct Stark St Viaduct

RTP No: IRIS #: 404 Mile Point: 2.64

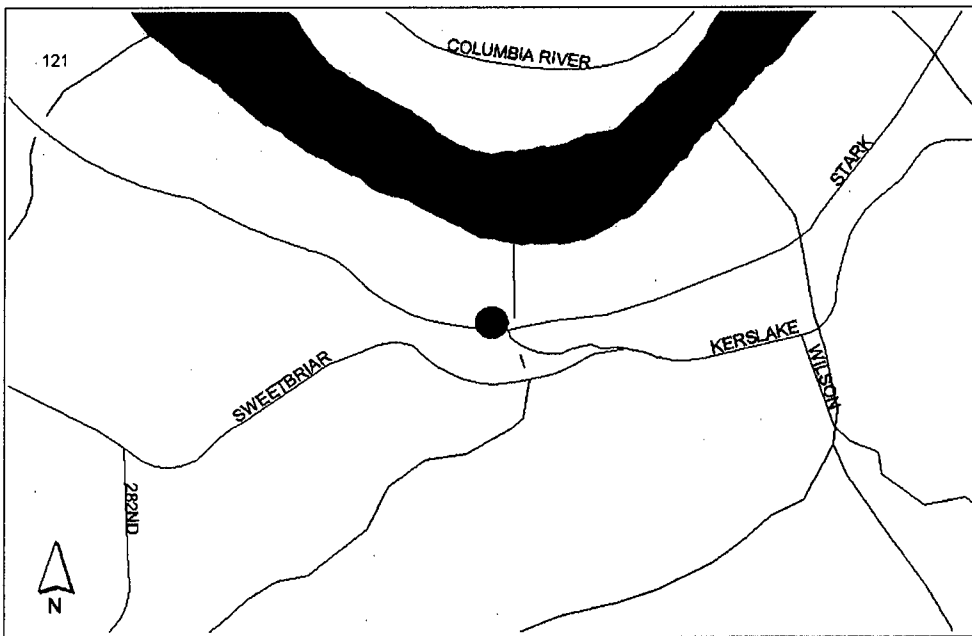
TIF ☐

Score: 10

ROW Cost: \$0

Construction Cost: \$753,000

Total Cost: \$753,000



Map not to Scale

	Existing	New
Travel Lanes:	2	
Sidewalks:		
Bike Lanes:	No	No
Drainage:	Ditch	Ditch
Illumination:	No	No
Turn Lanes:	No	No
Intersection:	No	No

Road Fund Capital Projects

Project Nam Sandy Blvd: 207th Ave-- 238th Ave

Project #: 716

Category: Arterial

Functional Class: Minor Arterial

Project Description: Construct interim intersection improvements at 223rd Ave and Sandy Blvd. Cost of improvements is \$432,000.

RTP No: 2074

IRIS #: 318

ROW Cost: \$613,000

TIF ☐

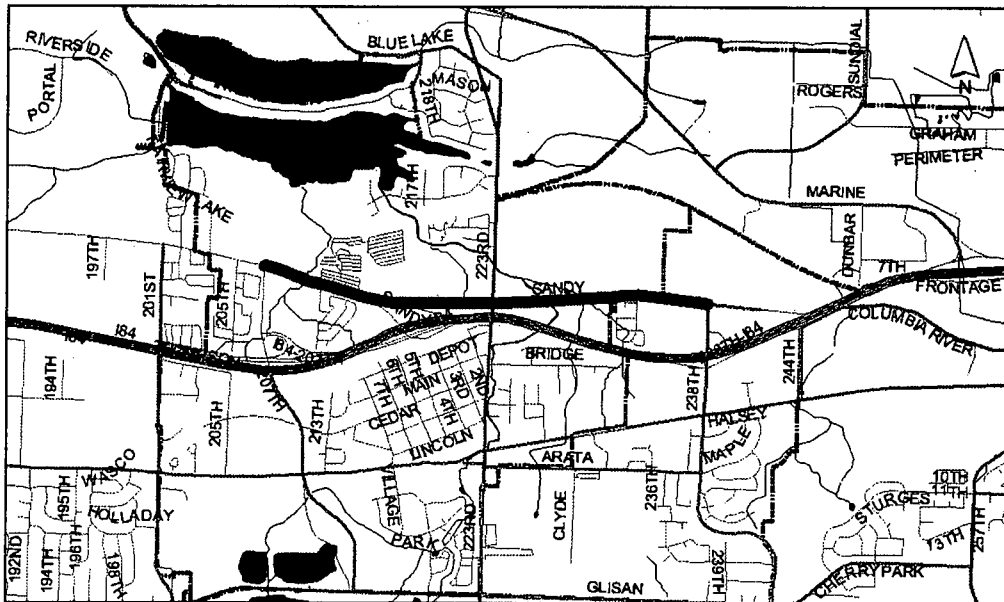
From Mile Point: 0.000

Construction Cost: \$4,700,000

Score: 40

To Mile Point: 1.535

Total Cost: \$5,313,000



Map not to Scale

	Existing	New
Travel Lanes:	2	3
Sidewalks:	No	Yes
Bike Lanes:	No	Yes
Drainage:	Ditch	Storm
Illumination:	No	Yes
Turn Lanes:	No	Yes
Intersection:	No	Yes

Road Fund Capital Projects

Project Nam 257th Ave/Hensley Rd Intersection Improvement

Project #: 748

Category:

Functional Class:

Project Description: Install new traffic signal as part of project agreement at intersection.

RTP No:

IRIS #: 443

Mile Point: 3.76

ROW Cost:

\$0

TIF

☐

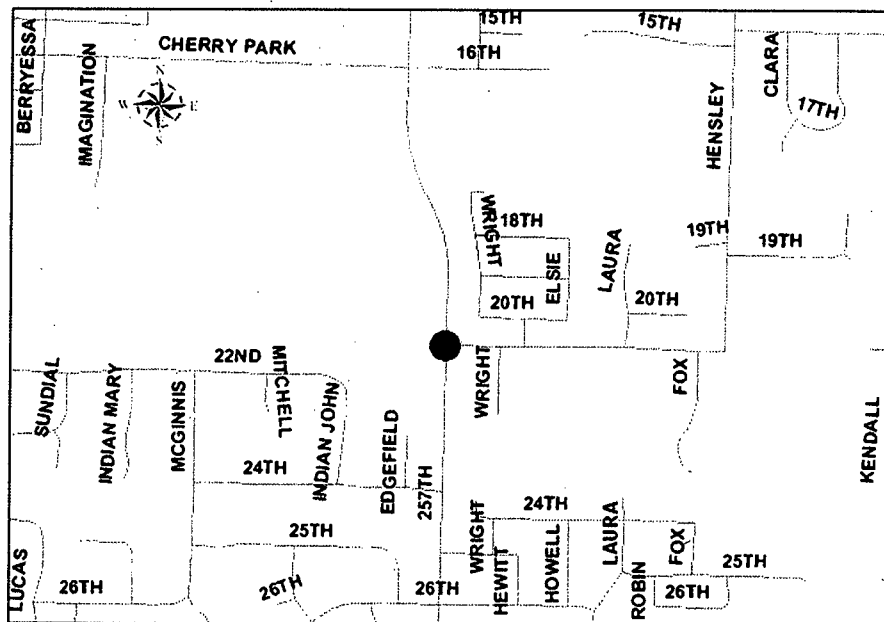
Construction Cost:

\$255,000

Score:

Total Cost:

\$255,000



Map not to Scale

	Existing	New
Travel Lanes:		
Sidewalks:		
Bike Lanes:		
Drainage:		
Illumination:		
Turn Lanes:		
Intersection:		

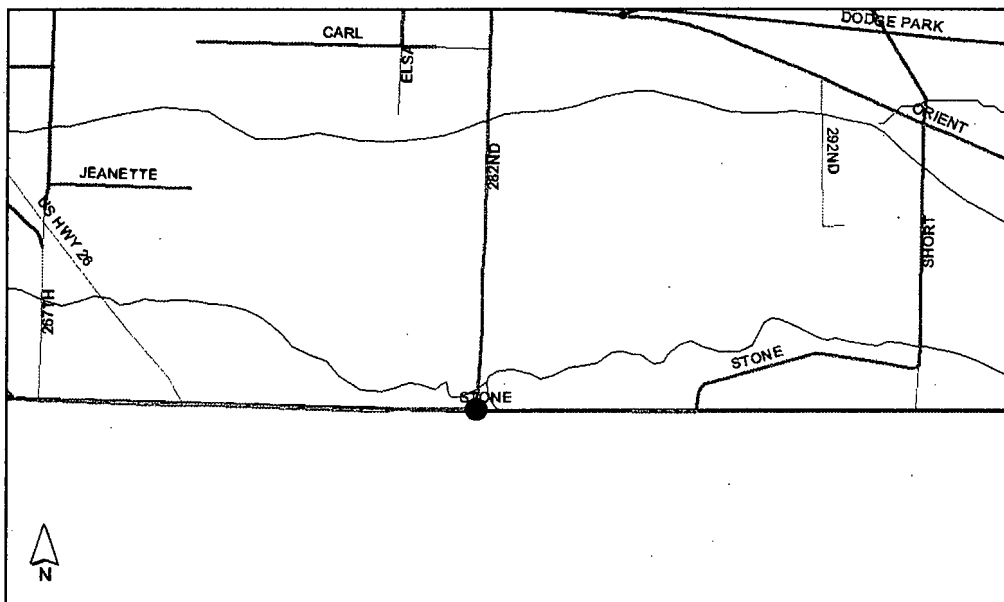
Road Fund Capital Projects

Project Nam 282nd Ave/Stone Rd

Project #: 705 Category: Signal/Intersection Functional Class: Rural Arterial

Project Description: Widen 282nd Ave to create left turn pockets to Stone Rd. Widen Stone Rd to reduce offset of east and west legs to remove hazardous conditions. Project includes replacement of fish passage culvert on Johnson Creek.

RTP No:	IRIS # 493	Mile Point: 2.09	ROW Cost: \$20,000
TIF <input type="checkbox"/>			Construction Cost: \$871,000
Score: 5			Total Cost: <u>\$891,000</u>



Map not to Scale

	Existing	New
Travel Lanes:	2	3
Sidewalks:	No	No
Bike Lanes:	No	
Drainage:	Ditch	Ditch
Illumination:	No	No
Turn Lanes:	No	Yes
Intersection:	No	Yes

Bike Fund Capital Projects

Project Name Division St: 174th Ave--195th Ave

Project #: 251 Category:

Functional Class:

Project	Stripe bike lanes.
---------	--------------------

Description:

RTP No: 2056

IRIS #: 302

ROW Cost: \$0

TIF ☐

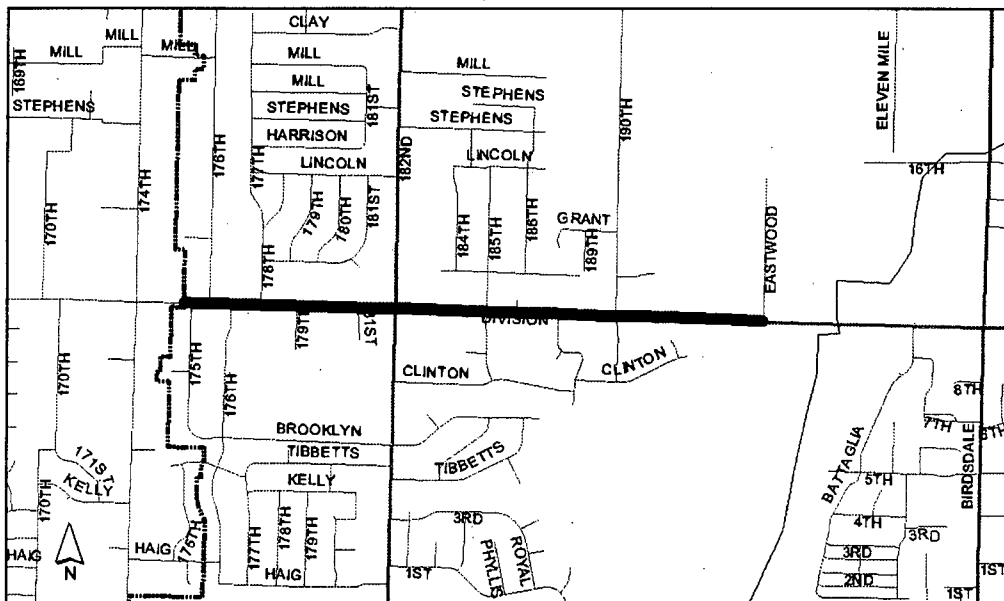
From Mile Point: 0.000

Construction Cost: \$40,000

Score: 80

To Mile Point: 0.988

Total Cost: \$40,000



Map not to Scale

Pedestrian CIP

Project Nam Division St: 182nd Ave--202nd Ave

Project #: 335 Category:

Functional Class:

Project Infill sidewalks on both sides of the road.
Description:

RTP No:

IRIS #: 302

ROW Cost: \$0

TIF ☐

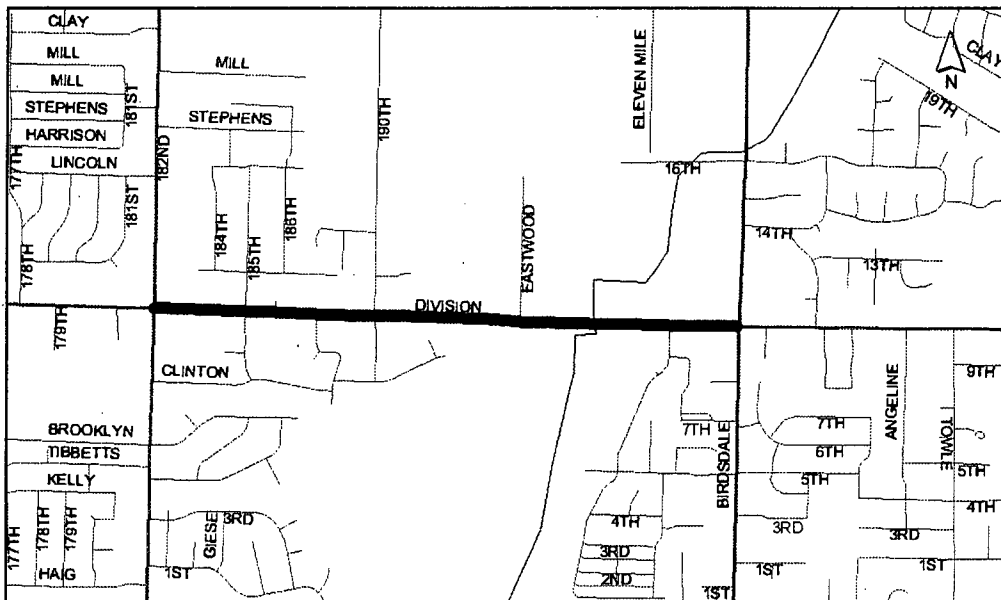
From Mile Point: 0.357

Construction Cost: \$100,000

Score: 74

To Mile Point: 1.363

Total Cost: \$100,000



Map not to Scale

Multnomah County - Fish Passage Culverts

Culvert # 404-01 Stark St, SE - # 1 - MP: 1.129 144 x 60 IRIS: 404

Stream: Beaver Creek Stream MP 2.4

Northing 0 Org. Basin Sandy River Watershed
Easting 0 Sub-Basin Beaver Creek (E Mult Co)

Owner Multnomah County USGS Quad Map Name Camas

IRIS Stats	Material Type: CP Coating Type: C	Inlet Treatment: O Outlet Treatment O	Offset Distance: Cover Depth:	Slope: Skew:	Rise Height: 144 Span Width: 96	Drainage Adequacy: A Condition: G	Road MP 1.129
Coho Salmon	Verified	Cutthroat Trout	None	Steelhead	None	Spring Chinook	Verified
Chum Salmon	None	Rainbow Trout	None	Winter Steelhead	Verified	Fall Chinook	Unverified

Environmental Evaluation

Riparian Vegetation:

Vegetation is approximately half native riparian species and half exotic or invasive species

9 of 15

Stream Shade Cover: *Approximately 50% shade cover over the creek*

6 of 10

Channel Characteristics:

There is a fair presence of in-stream debris to provide refuge for fish, and, though few, pools and meanders are obvious

9 of 15

Overall Flow Quality: *Fair flow quality*

3 of 5

Bank Erosion / Stability: *Minimal erosion or bank undercutting has occurred*

12 of 15

Buffer Zone: *There is development near the creek - banks may be manicured or landscaped, or a very narrow buffer zone may be present*

6 of 15

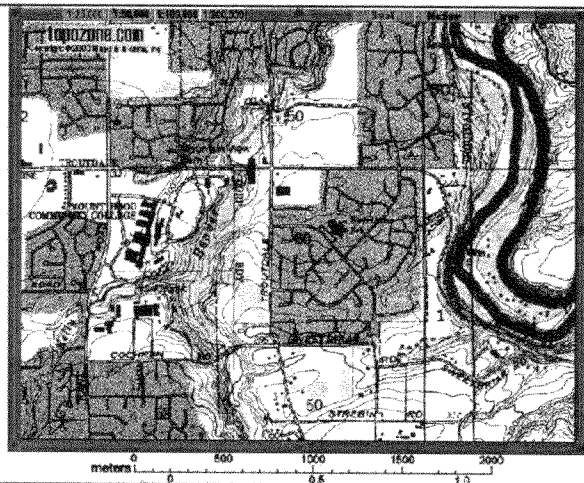
Species Known: *Chinook Salmon / Steelhead / Chum*

15 of 15

Stream Temperature (Avg): (Min): (Max):

0 of 10

Environmental Score: **60**



Recovery Evaluation

Upstream Length Recovered (Miles): 14.8

Downstream Barriers to Fish Passage: Upstream Watershed Area (Acres): 5,700

Artificial Downstream Barrier - Partial, Restricted Passage

Recovery
Evaluation Factor: **90%**

Environmental Rating: **54**

Construction Evaluation

Design Cost: \$100,000

☒ Internal ☐ Contract

Construction Cost: \$1,200,000

☐ Internal ☒ Contract

Total Project Cost: \$1,300,000

Construction Cost Rating: **66%**

Retrofit / Reconst. Maint. Schudle: ☐ N/A ☒ Retrofit

☐ Replace 1-3yr ☐ Replace 3+ yr

Maint. Schedule Factor: **100%**

Project Impact Factor = High: **100%**

Group: **S**

Total Score: **36**

☐ ODFW Identified as Fish Passage Barrier

General Comments

Date of Printout: 8/7/2002 9:32:55 AM

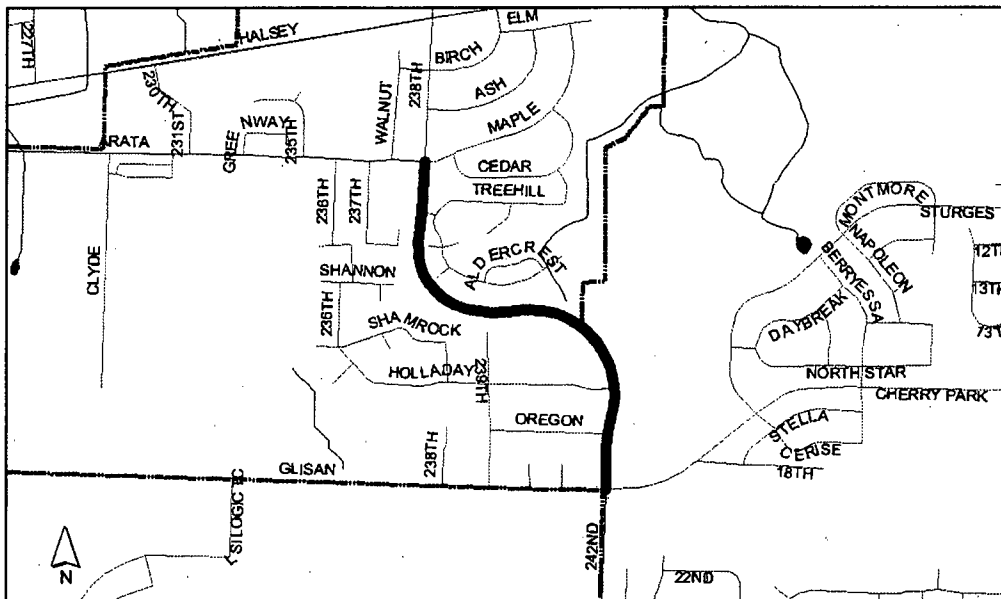
Road Fund Capital Projects

Project Nam 238th Dr: Glisan St--Arata Rd Safety Improvements

Project #: 722 Category: Arterial Functional Class: Minor Arterial

Project Description: Construct safety improvements along 238th Dr.

RTP No:	IRIS #: 403	ROW Cost: \$0
TIF <input type="checkbox"/>	From Mile Point: 0.000	Construction Cost: \$323,000
Score: 20	To Mile Point: 0.641	Total Cost: \$323,000



Map not to Scale

	Existing	New
Travel Lanes:	3	3
Sidewalks:		No
Bike Lanes:	No	No
Drainage:	Storm	Storm
Illumination:	Yes	Yes
Turn Lanes:	Yes	Yes
Intersection:	Yes	Yes

Road Fund Capital Projects

Project Nam Marine Drive Reconstruction

Project #: 745

Category: Collector

Functional Class: Major Collector

Project Description: Reconstruct Marine Drive between 185th Ave. and the frontage roads in Troutdale.

RTP No:

IRIS #: 412

ROW Cost:

\$0

TIF



From Mile Point: 0.000

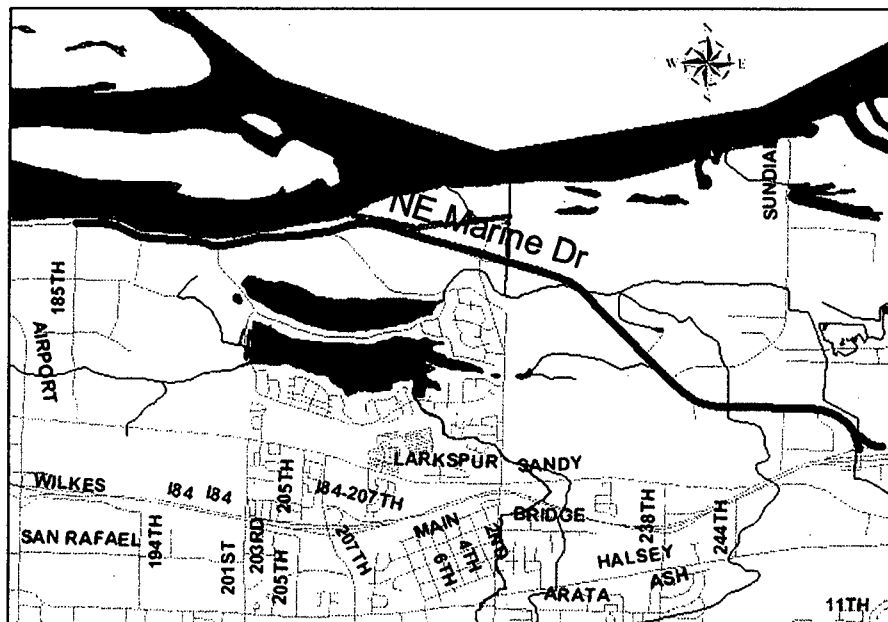
Construction Cost: \$10,000,000

Score:

20

To Mile Point: 2.612

Total Cost: \$10,000,000



Map not to Scale

	Existing	New
Travel Lanes:		
Sidewalks:		
Bike Lanes:		
Drainage:		
Illumination:		
Turn Lanes:		
Intersection:		

CAPITAL IMPROVEMENT PLAN AND PROGRAM

for the

WILLAMETTE RIVER BRIDGES

**20 Year
Capital Improvement Plan and Program
for the
Willamette River Bridges
Fiscal Years 2005 -- 2024**

The Multnomah County Transportation Division has instituted a process for establishing capital improvement needs projected over the next 20 years. This process follows the policies established in the County Comprehensive Framework Plan. These policies are to plan and develop a timely and efficient arrangement of public facilities and services, and to maintain a safe, efficient and convenient public transportation system.

This plan and program is concerned specifically with capital needs of the six Willamette River Bridges: Sellwood, Hawthorne, Morrison, Burnside, Broadway and Sauvie Island.

The intent of the Capital Improvement Plan for the Willamette River Bridges is to recommend and prioritize improvements and alternate solutions for each improvement for each bridge and indicate specific repairs and replacement to insure safe and reliable operation. Cost estimates are allocated to a specific period; immediate to short range (0-4 years), intermediate (5-9 years), and long range (10-20 years) projects.

The intent of the Capital Improvement Program for the Willamette River Bridges is to assign revenue and to establish a schedule for the construction year of identified high priority projects. The Program is detailed for FY '05—'09 with annual allocations and the Plan identifies projects for the following 15 years, through FY '24.

In late 2001, unusual cracks were discovered in a couple of the concrete girders supporting the Sauvie Island Bridge. Although temporary repairs have been made to the Sauvie Island Bridge, it was determined that the bridge required replacement. The 2003 the Oregon State Legislature passed legislation (Oregon Transportation Investment Act—OTIA) which provides \$1.3 billion for the replacement and repair of bridges on state highways. Multnomah County was successful in applying for and receiving \$25 million of OTIA funds to replace the Sauvie Island Bridge. Engineering is currently underway and replacement of the Sauvie Island Bridge is scheduled to commence in 2006.

In early 2004 additional cracks were discovered in the Sellwood Bridge. Discovery of these cracks required Multnomah County to limit use of the bridge to vehicles weighing less than 10,000 lbs. Similarly, the cracks will require either the replacement of the Sellwood Bridge, or extensive rehabilitation. Multnomah County is presently in the process of securing funds to

undertake a Type, Size and Location study of the Sellwood Bridge, as well as necessary environmental work to begin the rehabilitation/replacement process. The estimated cost for replacement of the Sellwood Bridge is \$90 million. Multnomah County is exploring various funding scenarios to repair/replace the Sellwood Bridge.

Capital Project Identification

By agreement with the County, consultant services were employed to perform an in-depth inspection and prepare engineering reports on (1) the present condition and recommendation for repair and rehabilitation of each of the six Willamette River Bridge main structures, and (2) the results of a detailed field inspection and structural analysis of each of the approach ramps to four of the Willamette River Bridges: Hawthorne, Morrison, Burnside and Broadway.

Working with the County, Sverdrup & Parcel and Associates, (Consultants) performed complete field inspections of (1) bascule and vertical lift bridge mechanical systems, (2) bascule and vertical lift bridge electrical systems, and (3) bridge superstructure and substructure to the water level to detect any structural deficiencies of the main structures of the four Willamette River Movable Bridges: Hawthorne, Morrison, Burnside and Broadway.

The OBEC Consulting Engineers performed detailed field inspections and structural analysis on the Sellwood and Sauvie Island Bridges and on each of the approach ramps to the Sellwood, Hawthorne, Morrison, Burnside and Broadway Bridges.

Underwater foundation inspections and investigations were performed by the Oregon Department of Transportation (ODOT). Results were then provided to consultants and the County.

By agreement with the County, consultant services of W.L. Bangert, Structural Painting Coordinator (retired), ODOT, were employed to prepare engineering reports on the condition and recommendation for rehabilitation of corrosion protection systems (paint) on the Willamette River Bridge main structures and approach ramps.

In addition to identifying bridge, ramp, and paint improvement requirements, the aforementioned reports prioritized improvement needs. Prioritization is determined by means of an objective rating system (see Rating Criteria Section). Cost estimates, as recommended by the consultant, were also included in the reports but, they have proved to be unreasonably low and when combined with the many changes in procedures and product costs since the consultant reports were written, are no longer relevant. Final cost estimates in 2002 dollars shown in the "Plan and Program" section have been prepared by the Bridge Engineering Section.

Multnomah County Transportation Division, Bridge Capital Section, has identified 27 construction and corrosion protection (painting) projects in the 20-year plan ending in the year 2024. In updating this list for the present report, we have deleted the construction projects that have been completed along with those that are no longer applicable and have added new or revised projects to the list for a current total of 27 construction and corrosion protection projects.

In addition to the 27 specific projects, two general projects are included for seismic retrofitting and in-depth inspections which are not ranked on the prioritized list but do represent a cost requirement for the Capital Improvement Program. A third unranked project has been added for compliance with Oregon OSHA standards

Willamette River Bridges Accessibility Project

In 1994 Multnomah County completed the Willamette River Bridges Accessibility Project (WRBAP). Seven non-interstate bridges span the Willamette River in downtown Portland. Five of these bridges are the property of Multnomah County; the others are owned and operated by the Oregon Department of Transportation.

For several years the community had expressed concerns about poor access to the bridges for people using alternative modes of travel. In response to these concerns, Multnomah County developed WRBAP.

As part of the WRBAP study, alternative mode access to each bridge was carefully analyzed and possible improvements identified. The resulting project Accessibility Plans show 38 projects to improve access to and across the seven Willamette River bridges owned by Multnomah County and the State of Oregon.

Recommended projects include installation of more than 3 miles of bicycle ramps, 3,500 linear feet of sidewalks, more than 20 crosswalks, and almost 30 curb ramps. The total cost of the 38 projects is \$7.63 million (1995). When the projects are completed, four county bridges will be fully accessible to disabled persons, bicyclists, and pedestrians, and major multi-modal improvements will have been installed on the remaining three bridges.

Bicycle and pedestrian improvements to the Morrison Bridge, identified in WRBAP, were awarded Metropolitan Transportation Improvement Program funds for PE and construction. Construction of the \$2.5 million improvements is scheduled for 2005.

Project Evaluation

The framework used to evaluate, classify, and prioritize identified projects is a sophisticated rating system which relies heavily on component evaluation criteria. Five different criteria and some 45 or more pieces of information are required for each identified project. It should be noted here that pedestrian/bike accommodation is a possible 20-point consideration under the aforementioned "Component Evaluation Criteria." Multnomah County is committed to the Bicycle Master Plan developed by the Transportation and Land Use Planning Program and approved by the Board of County Commissioners as a component of the Master Transportation Plan and the Comprehensive Framework Plan. One objective of this plan is that the Willamette River Bridges under the jurisdiction of Multnomah County be made safe and accessible to bicyclists. In meeting this objective, advantage of every opportunity will be taken to provide for safe bicycling on any new or rehabilitated Willamette River Bridge or bridge ramp where

accommodation is a realistic possibility. Projects identified in the WRBAP Phase 1 Project implementation are included in the Willamette River Bridge Capital Improvement Plan and Program under a separate category.

In general, project rating criteria for the bridges and ramps include a national-standard bridge sufficiency rating, bridge historical significance, outside funding availability for each project, type of project, and time-line considerations. Project rating criteria for corrosion protection (painting) include, in general, existing corrosion damage, area rust breakthrough, quality of paint, weather exposure and visual considerations. (Refer to Criteria Rating Section for detailed project rating criteria and examples of painting review.)

Projects are classified by use of a point system. The point system used for bridge and ramp construction projects is necessarily distinct from that used for corrosion protection classification. A point score for each project is assigned to each significant criterion. Total criteria points are added to determine a total point rating for each project.

Projects designated with the highest total points are the most critical repair or rehabilitation projects. (See Plan Section Format for description of projects and point determination.) Bridge structural improvements are grouped as construction projects within the same project rating criteria framework. Corrosion control (paint) projects are grouped as painting needs within their distinct rating criteria framework.

For construction projects, in general, a rating of 95 or more points (out of a possible 135 point total) indicates attention within 0-4 years of the 20-year program period. Ratings of 75 and above indicate attention is needed within the first 10 years. Projects rated 60 to 74 are necessary during the 10-20 year period. Some project schedules are shifted slightly because of the need to effectively allocate and manage annual resources and to coordinate with maintenance scheduling.

Note: Seismic restrictions have been tightened considerably but retrofitting has not been added to the project rating criteria since the policy for inclusion is not yet finalized. Besides adding considerable cost to the construction of new bridges, seismic retrofitting will be required on existing bridges under a possible scenario as follows:

Of the 5 Willamette River bridges maintained by Multnomah County in the urban area of Portland, one bridge will be selected as the primary access across the river in the event of an earthquake and first priority for retro-fitting will be given this bridge and its approach structures. Priorities in order beyond this initial bridge and as funds become available would be the approach structures on the remaining four bridges in order of priority. Retrofitting all the approach structures plus one crossing structure is estimated, at a minimum, to cost \$20 million. Retrofitting the remaining crossing structures is estimated to cost an additional \$20 million, but is projected beyond the 20-year plan.

For paint projects, those with the highest rating are generally expected to be completed first. As

there is less of a cost spread for the paint projects, the estimated total painting cost can be more evenly distributed as an annual requirement.

Plan Report

The Report, "Willamette River Bridges 20-Year Capital Improvement Needs," has been prepared by the Multnomah County Transportation Division, Bridge Capital Section. This report is the 20-Year Capital Plan, listing bridge construction projects, including seismic retrofitting along with costs for in-depth and semi-in-depth inspections and corrosion protection projects in order of rank (high to low).

At the end of the report, the combined estimated costs for construction and corrosion protection projects are presented for each of four designated periods in the 20-year program. Figures are presented for the average annual need for the entire 20-year period. Estimated figures are presented for the grand total cost, and total County cost for the 20-year period.

The plan report represents the Transportation Division's recommendation for the 20-year Capital Improvements Program for Willamette River Bridges.

A description of the bridge and summary of the investigative engineering reports process for each of the six Willamette River Bridges (Hawthorne, Morrison, Burnside, Broadway, Sellwood, and Sauvie Island) can be found at the end of this chapter.

Capital Improvements Plan and Program Update Process for the Willamette River Bridges

As a necessary element of the safe and reliable public use of Willamette River Bridge structures, inspections and sufficiency ratings are routinely conducted by the County. Any changes in component need involving repair, scheduling and cost will be incorporated into the CIP 20-Year Plan Update Process. The Multnomah County Inspection policy is as follows:

In-Depth and Semi-In-Depth Inspections - These inspections will be conducted on a routinely regular basis, usually a 10-year frequency for the in-depth inspection and a 5-year maximum interval for the semi-in-depth inspection as dictated by Multnomah County Bridge inspection policy and the Willamette River Bridges Operation and Maintenance Manual. The in-depth inspection is a complete inspection and evaluation of all mechanical, electrical and structural elements involved for each individual bridge. From this inspection, a complete list of short term and long term needs can be established, along with identifying appropriate projects. The semi-in-depth inspection is a general inspection of all mechanical, electrical and structural components with special emphasis on confirmation and updating of needs and projects identified through the in-depth inspection. New projects may result from this inspection.

Inspection for Structure Inventory and Appraisal - Every 2 years - This inspection is a visual inspection of all elements of each bridge structural component. The result of this inspection is an overall condition rating for the bridge with related comments and possible recommendations for action required.

General Monitoring of all Bridge Components by Multnomah County Bridge Maintenance Crew - This monitoring includes specifically designed measurements taken to track the progress of any suspicious defect, crack or deviation in structural, mechanical or electrical operation along with visual observations by the maintenance crew in the course of their daily maintenance activities. Input from this monitoring can provide beneficial information in preparing reports on other inspections or may add short term maintenance projects to the agenda.

The Program itself will be reviewed on an annual basis by staff with a scheduled full update process involving all interested parties every two years. These reviews will ensure every consideration is made to appropriate funds for the wisest use of limited resources needed to carry out the 20-Year CIP.

As part of the update process, estimated costs will be re-evaluated every two years to take into consideration any changes in federal, state or local regulations regarding for example, pollution damage control restrictions which are expected to dramatically increase over the next few years.

**WILLAMETTE RIVER BRIDGES 20 - YEAR
CAPITAL IMPROVEMENT NEEDS**



20-YEAR CAPITAL IMPROVEMENT NEEDS FOR THE WILLAMETTE RIVER BRIDGES

Line Item Costs Include: PE, CE, Construction Contingencies

Construction and Paint Projects - Summary

Estimates in Thousands of 2004 Dollars

Rank	Bridge Name	MS	Bridge #	Cat	Project Description	Cost	Tot Pts 135	1-5 yrs to FY 09-10	6-10 yrs FY 10-11 FY 14-15	11-15 yrs FY 15-16 FY 19-20	16-20 yrs FY 20-21 FY 22-23
1	Sauvie Island Bridge	MS	2641	S	Sauvie Island Bridge Replacement	\$37,973	125	\$37,973			
2	Broadway Bridge	MS	6757	S	Deck Rehabilitation and Painting	\$28,511	120	\$28,511			
3	Sellwood Bridge	MS	6879	S	Replace Structure	\$90,932	120	\$16,004	\$74,928		
4	Burnside Bridge	MS	0511	S	Deck Rehab and Microsilica Overlay	\$8,617	100	\$8,617			
5	Morrison Bridge	MS	2758	A	Bicycle and Pedestrian Improvements	\$2,515	80	\$2,515			
6	Broadway Bridge	MS	6757	EMS	Replace Centerlocks	\$889	100	\$889			
7	Broadway Bridge	MS	6757	P	Paint Above Deck Fixed Spans	\$9,017	100	\$9,017			
8	Hawthorne Bridge	MS	2757	M	Tower Trunnion Rehabilitation	\$1,524	100		\$1,524		
9	Burnside Bridge	MS	0511	P	Paint Steel Deck Truss/Bascule Entire Bridge	\$8,217	95		\$8,217		
10	Broadway Approach Ramp	R	6757A	S	Deck & Joint Rehabilitation	\$1,755	90		\$1,755		
11	Broadway Approach Ramp	R	6757A	P	Paint Steel Framing and Columns	\$6,224	90		\$6,224		
12	Broadway Bridge	MS	6757	M	Replace Equalizers	\$1,270	90		\$1,270		
13	Morrison Bridge	MS	2758	S	East Side Deck and Lift Span Grating Rehabilitation	\$10,059	80		\$10,059		
14	Morrison Bridge	MS	2758	E	Phase II: Replace Centerlocks	\$1,422	80			\$1,422	
15	Hawthorne Br. Hawthorne	R	2757A	RS	Rdwy Approach/Deck Overlay	\$4,534	80			\$4,534	
16	Morrison Br. Morrison St. Vi	R	8589	S	Bearing Repair	\$2,286	80			\$2,286	
17	Morrison Bridge	MS	2758	M	Gear Reducer Replacement	\$1,842	80			\$1,842	
18	Morrison Transition Structur	R	2758B	P	Paint Steel I-Beams	\$12,732	78			\$12,732	
19	Morrison Bridge	MS	2758	P	Paint Steel Deck Truss/Bascule	\$5,715	74				\$5,715
20	Burnside Bridge West Appr	R	0511A	ES	Rehabilitate/ Replace	\$6,350	65			\$6,350	
21	Broadway Bridge	MS	6757	M	Rail Wheel Rehabilitation	\$4,572	65			\$4,572	
22	Burnside Bridge	MS	0511	M	Main Trunnion Rehabilitation	\$5,080	65			\$5,080	
23	Hawthorne Br. Hawthorne	R	2757A	P	Paint Steel I-Beams	\$5,448	63				\$5,448
24	Broadway Bridge	MS	6757	EM	Emergency Drive System	\$1,524	60				\$1,524
25	Burnside Bridge	MS	0511	EM	Emergency Drive System	\$1,524	60				\$1,524
26	Morrison Bridge	MS	2758	EM	Emergency Drive System	\$1,016	50				\$1,016
27	Morrison Bridge	MS	2758	S	Fender Replacement	\$1,168	50				\$1,168
	Willamette River Bridges	R	WRB	A	Accessibility Improvements (Bike, Ped, Disabled)	\$1,905		\$672	\$715	\$424	\$94
	Willamette River Bridges	R	WRB	S	OR-OSHA Facility Compliance	\$2,959		\$1,242	\$1,115	\$527	\$75
	Willamette River Bridges	R	WRB	S	Seismic Retrofit - One Crossing and All Ramps	\$60,277		\$11,359	\$10,512	\$26,671	\$11,735
	Willamette River Bridges	R	WRB	S	In-Depth and Semi-In-Depth Inspections	\$2,540		\$1,016	\$254	\$254	\$1,016
ESTIMATED PROJECT COST						\$330,396		\$117,813	\$116,573	\$66,694	\$29,316
AVERAGE YEARLY PROJECT COST						\$16,520		\$23,563	\$23,315	\$13,339	\$5,863

Explanation of Tables

Data items described below are taken from the top margin of the Willamette River Bridges 20 Year Capital Improvement Needs Reports.

Table Code Term Explanation

Rank—The report ranks projects according to total criteria rating points received. Detail tables show constituent sub-projects of an overall project. Construction and painting projects are ranked together.

Bridge Name—The name of the structure impacted by the project,

MS—Main Structure (MS) or approach ramp (R)

Bridge #--The state and county designated identification number for the structure.

Cat—Category, the system identified for the work. E=Electrical, L=Lighting, M=Mechanical, P=Paint, R=Resurface, S=Structural.

Description—A brief description of the work.

Cost—Estimated costs represented in thousands of dollars. Construction line item costs include 28% construction contingency. Painting line item costs include 15% construction contingency.

Table Code Term Explanation

Out Fund—Outside funding, projects known to have outside funding (usually federal) available receive 10 points. Projects for which outside funding is anticipated receive 5 points, need in 6-10 years (30 points), need in 11-15 years (20 points), need in 15-

20 years (10 points).

Time Line—Completion dates as recommended by consultant or county engineering are assigned points. Need within 5 years (40 points), need in 6-10 years (30 points), need in 10-15 years (10 points).

Tot Pts—Total points, the sum of the criteria rating points. There are 135 points possible for construction or painting projects.

Construction Project Criteria

Suff Score—Sufficiency rating score based on the ODOT sufficiency rating system that evaluates structural adequacy, serviceability, functionality and essentially to the public. High scores on this rating result from low sufficiency ratings. 20 points possible.

Table Code Explanation

Hist Score—Historical Significance score. Bridges recognized as historically significant receive 5 points. The three historically significant bridges are the Broadway, Burnside and Hawthorne. Other bridges receive 0 points.

Comp Cri—Component Evaluation Criteria, evaluation for structural, mechanical, or electrical items. Depending on significance to safety, structural integrity, or operations, up to 60 points can be assigned. Higher numbers indicated a more significant member or subsystem or a greater perceived probability of failure.

Painting Project Criteria

Corr Dam—Corrosion damage, points assigned for existing or imminent corrosion damage to steel. More serious damage receives more points, up to 25 points.

Area Rst—Area of rust breakthrough. Up to 20 points are assigned depending on the actual area or degree of rust breakthrough. Higher numbers indicate heavier or more extensive rust.

Qlty Pnt—Quality of paint, the evaluated quality of the existing paint system based on surface preparation, type of paint and application quality. Poorer quality paint receives more points, up to 15 points.

<u>Table Code</u>	<u>Explanation</u>
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WethExp	Weather exposure to moisture (rain, leakage, drainage) and UV light were evaluated. Higher scores indicate a greater degree of exposure. Up to 15 points.
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Vis Exp	Visual (Public) Exposure, the overall appearance and exposure to public view varies for each structure. Considerations include structure location, traffic volume, surrounding population and whether traffic passes through, over or under the structure. Higher points indicate a greater visual and public exposure. Up to 15 points.
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WILLAMETTE RIVER BRIDGE

PROJECT RATING CRITERIA

A. CONSTRUCTION PROJECTS

B. CORROSION CONTROL (PAINT) PROJECTS

Construction Project Rating Criteria

A. Bridge Sufficiency Rating (20 points maximum)

<u>ODOT</u>	<u>County</u>
0 - 25	20 points
26 - 50	10 points
51 - 80	5 points
81 - 100	0 points

B. Bridge Historical Significance (5 points maximum).

Ranked on National and/or State Historic Registers

Significant	5 points	Broadway #6757
		Burnside #0511
		Hawthorne #2757

Not Ranked on Historic Register(s)

No Importance 0 points

C. Outside funding availability (10 points maximum).

Available 10 points

Anticipated 5 points

Not Available 0 points

D. Component Evaluation Criteria (60 points maximum).

Critical Item	60 points	
Structural Item	50 points Primary	40 Secondary
Mechanical Item	50 points Primary	40 Secondary
Electrical Item	50 points Primary	40 Secondary
Deck	40 points	
Illumination	40 points	
Component Life		
Extension	35 points	
Traffic Control	20 points	
Pedestrian/Bike		
Accommodation	20 points	

E. Recommended Replacement/Repair Time-line (40 points maximum).

0 - 4 years	40 points
5 - 9 years	30 points
10 - 14 years	20 points
15 - 20 years	10 points

Summary of Bridge Sufficiency Rating Factors Used By ODOT

1. Structural Adequacy and Safety

$S_1 = 55\%$ Max.

59 Superstructure
60 Substructure
62 Culvert
66 Inventory Rating

2. Serviceability and Functional Obsolescence

$S_2 = 30\%$ Max.

12 Defense Highway
28 Lanes on Structure
29 ADT
32 Appr. Rdwy. Width
43 Structure Type
51 Bridge Rdwy. Width
53 VC over deck
58 Deck Condition
67 Structural Condition
68 Deck Geometry
69 Under-clearances
71 Waterway Adequacy
72 Appr. Rdwy. Align.

3. Essentially for Public Use

$S_3 = 15\%$ Max.

12 Defense Highway
19 Detour Length
29 ADT

4. Special Reductions

$S_4 = 13\% \text{ Max.}$

19 Detour Length
36 Traffic Safety Features
43 Structure Type, Main

$\text{SUFFICIENCY RATING} = S_1 + S_2 + S_3 - S_4$
Sufficiency Rating shall not be <0 nor > 100

Corrosion Control (Paint) Rating Project Criteria

PROJECT RATING CRITERIA EXAMPLE

CORROSION CONTROL (PAINT) PROJECTS

BR. NO. 6879 NAME Sellwood Bridge COUNTY Multnomah

LOCATION FAU 9704 INSP. BY Bangert Davis DATE 9/29/87

STRUCT. DESCRIPTION 2 - 245'6" & 2 - 300' steel deck trusses

STEEL SPANS Wt. est. by Co. 10-87

WT. STRUCT. STEEL 1,060 tons EST. AREA STEEL 318,000 sq. ft.

EXIST. PAINT TYPE: LAST PAINTED 1962 BY J I Hass 1400-G-63

Prime: Red Lead

Int.: Red Lead

Top: Alkyd

	Severe	Moderate	Light	None	
Corrosion Damage	4	3	2	1	=4
Area Rust Breakthrough	Heavy 4	Moderate 3	Scattered 2	None 1	=3
Quality of Paint	Loose 3	Dead 2	Moderate 1	Live 0	=2
Weather Exposure	Wet 3	Moderate 2	Dry 1		=2
Visual (Pub, Exposure)	High 2	Low 1	None 0		=2
(Rate) Total					=13

Span 20 and one panel of span 19 were painted in 1984 by County maintenance forces. Although

much old paint remains, the overall condition is good and should last several years without

serious failure. The remaining steel is sustaining serious corrosion damage and should

be repainted within the next two or three years. There are structures under both ends of the

bridge which will require protection. Blast clean to steel and repaint 1988-1989 seasons.

BRIDGE SUMMARIES

SELLWOOD BRIDGE

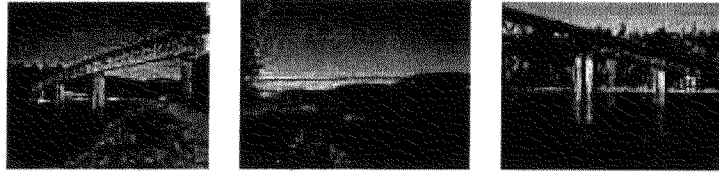
HAWTHORNE BRIDGE

MORRISON BRIDGE

BURNSIDE BRIDGE

BROADWAY BRIDGE

SAUVIE ISLAND BRIDGE



Sellwood Bridge

The Sellwood Bridge was the first fixed-span bridge on the lower Willamette River and a pioneer in area bridge technology. Until 1925, all major Portland bridges across the Willamette had movable lift or swing spans. Sellwood is a rare four-span continuous truss and one of only three pre-1941 continuous trusses in Oregon.

Sellwood's designer was Gustav Lindenthal, renowned late 19th/early 20th century bridge engineer. Lindenthal was New York Commissioner of Bridges, and designer for New York City's Hell Gate and Queensboro bridges, and many other bridges. Sellwood is one of four Portland bridges that Lindenthal worked on in the mid-1920s, the last bridge projects in the master engineer's long career. The bridge was constructed by the Gilpin Construction Co. of Portland. Judson Manufacturing Co. fabricated the steel.

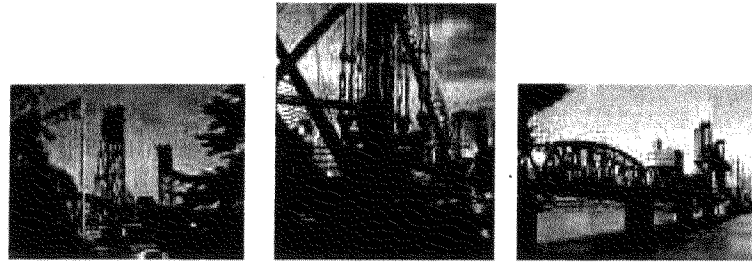
It opened in 1925 as a local community connector, tying Sellwood, Eastmoreland, Westmoreland and Milwaukie to Downtown Portland, three miles downriver. Now an intercounty bridge that serves Multnomah and Clackamas counties, Sellwood Bridge also is a primary connector for eastside residents headed for I-5 and Washington County. In the bridge's 75 years of existence, traffic has steadily increased to a daily volume of over 30,000 vehicles.

The Sellwood Bridge consists of three distinct units: the east approach, the main river spans and the west approach. It has an overall length of 1,971 feet and provides a 24-foot roadway and one 4'-3" sidewalk on the downstream side.

The east approach, with an overall length of 586 feet, has 16 spans consisting of one steel girder span and 15 concrete spans. The girders are set on pairs of concrete columns. Originally built over a sawmill, the east approach now spans across an office building, railroad tracks and a large parking lot.

The main river spans consist of a 1,092 foot, four-span continuous steel Warren Deck truss. The two interior spans of 300 feet each, and the two ends spans of 246 feet each, carry a 6 ½" thick concrete deck. The truss is supported on 5 major concrete piers and footings.

The west approach, as originally built, was 269 feet in length and consists of one steel girder span and seven continuous concrete girders. In 1961, a 25-foot prestressed concrete girder span was added, making the west approach 294 feet long. The girders sit on pairs of concrete columns. In the years prior to 1961, the west approach settled and moved toward the river 33". New columns and foundations were needed at three locations.



Hawthorne Bridge

The Hawthorne Bridge is one of the eight major bridges that connect east and west Portland and one of the six major bridges owned by Multnomah County. Originally constructed in 1910 to carry streetcars, wagons and early motor vehicles, the Hawthorne Bridge presently accommodates only highway traffic with approximately 30,000 vehicles crossing daily on four lanes. Vertical clearance for river traffic is limited and approximately 200 openings per month are required for this vertical lift bridge.

When first constructed, the bridge connected Water Avenue on the east side with Front Avenue on the west. Major reconstruction of the east and west approaches was done in 1956 and 1958, resulting in the addition of approach ramps connecting Grand Avenue on the east with the downtown business district.

The six main spans of the Hawthorne Bridge are steel through trusses which carry two inboard traffic lanes and one outboard lane on each side. The overall length of the bridge spans is 1383 feet. There are three spans east of the lift span section, each 209' - 3" long. The lift span section of the bridge consists of the vertical lift span flanked by two tower spans each 244' - 3 1/2" long. The two towers rise 165 feet above the bridge deck and support two counterweights, each weighing 850 tons.

The lift span is of the span drive type and both machinery and operator's houses are located on the lift span above the roadway. The operating machinery consists mostly of open gearing of original installation. The electrical power and control systems are modern and were installed in 1975. These systems were further upgraded in 1999.

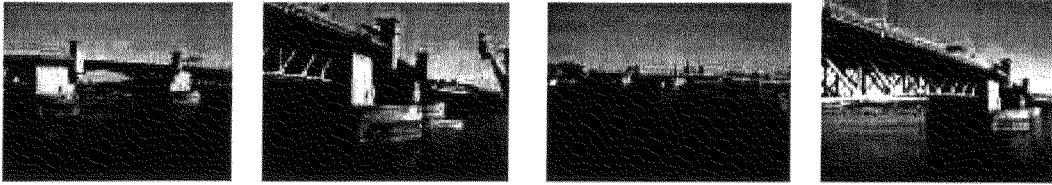
The east approach to the Hawthorne Bridge consists of three separate ramps: the Madison Street Viaduct, the Hawthorne Street Viaduct and the Water Avenue Ramp. The Madison Street Viaduct is 1,290 feet long, carries two lanes of westbound traffic toward the bridge and is constructed of simple-span steel girders supporting a concrete deck on reinforced concrete columns and caps. The Hawthorne Street Viaduct is 1,250 feet long, has construction similar to the Madison Street Viaduct and carries two lanes of eastbound traffic away from the bridge. The Water Avenue Ramp is a two-lane, two-way ramp that allows eastbound traffic to exit the bridge to Water Avenue, and allows westbound traffic access to the bridge from Water Avenue. The Water Avenue Ramp is part of a new concrete Transition Structure built in 1992 to replace an old timber structure. It is approximately 549 feet long and connects the two-eastside viaducts with the bridge.

The west approach to the bridge is a combination of short ramps that connect the bridge with SW Naito Parkway and SW 1st Avenue. The structure is approximately 330 feet long and is constructed of reinforced concrete columns and caps supporting a concrete deck and prestressed concrete beams. During the 1999 rehabilitation project, sidewalks and ramps were added to the west side approach to improve access for the handicapped, pedestrians and cyclists.

When combined, the overall length of the bridge and ramps connecting SE Grand Avenue with SW 1st Avenue is approximately 3,552 feet.

Major structural modifications on the truss spans have included removal of the original timber deck and sidewalk and installation of open steel grating deck and concrete and aluminum sidewalks. The sidewalks were recently widened from 6 feet to 10 feet to allow greater room for pedestrians and cyclists. This resulted in the overall deck width extending out to 72 feet.

The Hawthorne Bridge was designed by Waddell and Harrington, Consulting Engineers from Kansas City, MO and constructed by the Pennsylvania Steel Co and United Engineering and Construction. and Robert Wakefield. It opened to traffic on December 19, 1910.



Morrison Bridge

The Morrison Bridge is an important link to the inner city network of highways and bridges. This spot on the Willamette River always has been an important crossing. Strategically located as a gateway to Downtown Portland, two other Morrison bridges--built in 1887 and 1905--preceded the current six-lane structure. Completed in May of 1958, the bridge was originally designed to link Morrison Street, Belmont Street and Water Avenue on the east side to Washington, Alder and Front Streets on the west. In 1961, a series of ramps were added to connect Interstates 5 and 84 to the bridge, making it a major transportation corridor.

Sleek in design--"minimalist architecture," some say-- the 48-year-old Morrison Bridge marked the advent of freeways and faster cars in the Portland area. Today, Morrison is a busy bridge. Situated at the intersection of two Interstate freeways, the Morrison carries 50,000 vehicles daily. Imagine nearly 25 percent more traffic by 2015.



The Morrison Bridge main river structure consists of two 237'-9" steel deck truss side spans and a 284'-6" double-leaf Chicago type bascule draw span, for a total bridge length of 760 feet. The bridge accommodates six lanes of traffic.

Vertical clearance of the closed bascule span is adequate for the majority of river traffic, with openings necessary only about 30 times per month. The only major modifications to the bridge have been to rebuild the main pier fendering system in 1965 and 1997, a complete deck replacement on the east side span in 1980 and west approach deck rehab in 1994.

The east approach is primarily two one-directional traffic viaducts serving Morrison and Belmont Streets, which merge near the river. Each structure carries three lanes of traffic on a reinforced concrete deck and steel girder superstructure. The Morrison Street Viaduct is approximately 1,580 feet long and the Belmont Street Viaduct is approximately 1,650 feet long.

Also on the east side is the Water Avenue Ramp. This ramp was part of the original project in 1958, but was reconstructed in 1961 when Interstate 5 was built. The eastbound off-ramp is approximately 324 feet long and has both steel and concrete deck girders supported by concrete columns.

The west approach consists of four ramps which merge over three spans to meet the bridge. The approaches have concrete decks with steel girders supported by reinforced concrete columns and caps. The combined length of the ramps is 1,290 feet.

The Morrison Bridge was designed by Sverdrup/Parcel of St Louis, MO and Moffatt, Nichol and Taylor of Portland, OR. The main river truss spans and draw spans were constructed by the American Bridge Division of the U.S. Steel Co. Manson Construction and Engineering built the substructure.



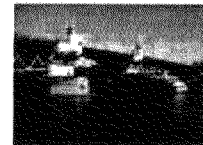
Burnside Bridge

One of four Willamette River crossings built in Portland during the "Roaring Twenties," Burnside Bridge, stands in age right behind the County's Hawthorne and Broadway bridges.

This 1926 structure is located on one of the longest and busiest streets in the Portland area. The five-lane Burnside is a direct connection between downtown Portland, Beaverton to the west and Gresham to the east. Last year, about 40,000 vehicles a day used it. So did more than 1,000 pedestrians and bicyclists each day.

In addition to its important daily work load, Burnside plays a key role during emergencies. Burnside Street and bridge are designated as an official emergency transportation route. The bridge, as part of this "lifeline corridor," is the one non-freeway river crossing which emergency vehicles and suppliers are asked to use.

BURNSIDE'S ARTISTIC SIDE. The three-span Burnside is a historically significant structure. It is the only Willamette River bridge in Portland designed with the help of an architect, a result of the early 20th century City Beautiful Movement that called for adding architectural ornamentation to engineering designs. The bridge's distinctive Italian Renaissance towers reflect the trend. Burnside is eligible for the National Register of Historic Places and protected by preservation laws. Originally designed by the firm of Hedrick and Kremers, Burnside was completed by Gustav Lindenthal (1850-1935). Burnside's opening mechanism, or bascule, was designed by Joseph Strauss (1870-1938), whose Golden Gate suspension bridge would open 11 years after Burnside.

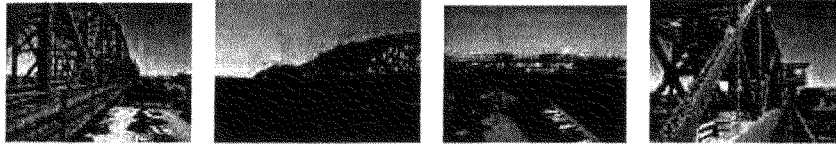


The Burnside Bridge main river structure consists of two 268-foot side span steel deck truss side spans and a 252-foot double-leaf Strauss trunnion bascule draw span. The bridge originally had six lanes of traffic, but in 1995 the City of Portland requested that bike lanes be added to the bridge, so one lane of traffic was converted into two bike lanes. There are sidewalks on both sides of the bridge. The overall width of the structure is 86 feet. Vertical clearance of the closed bascule span is adequate for the majority of river traffic, with openings necessary only about 40 times per month.

Only minor modifications have been made to the bridge since its construction. Electric street car rails were removed in the late 1940's, lighting and traffic control devices were updated in the late 1950's, automobile traffic gates were installed in 1971 and the bascule pier fenders were replaced in 1983. Several deck resurfacing projects and expansion joint repairs have also taken place.

The east approach to the bridge is approximately 849 feet long and has two distinct types of construction. The first eight spans consist of steel plate girder spans ranging from 75 feet to 106 feet in length. The steel girders and steel interior floor beams are completely encased in concrete. A concrete deck spans the floorbeams. The next seven spans are composed of concrete stringers spanning continuously over concrete columns and floorbeams. Six of these spans are 22 feet long and one is 40 feet long.

The west approach is approximately 604 feet long and consists of 19 reinforced concrete spans ranging in length from 22 feet to 62 feet. The first 13 spans average 22 feet and consist of reinforced concrete stringers acting continuously over concrete columns and floorbeams. The next three spans average 40 feet in length and are of similar construction. The last four spans are 62 feet long and consist of four main simple span concrete girders that carry interior concrete floor beams and stringers. A concrete deck is cast with the girders, stringers and floorbeams.



Broadway Bridge

The Broadway Bridge structure totals 1,613 feet in length and consists of three westerly approach Pennsylvania-Petit Through truss spans of 267 feet, 282 feet and 295 feet, a 278-foot double-leaf Rall bascule main channel draw span, and one Pennsylvania-Petit Through truss of 295 feet and one Warren Through truss of 180 feet on the eastern approach. The bridge was constructed in 1911 and 1912. The bridge currently carries four lanes of traffic with an average daily volume of 30,000 vehicles. The overall width of the structure is 70 feet. Vertical clearance of the closed bascule span is adequate for the majority of river traffic, with openings necessary about 25 times per month, primarily to accommodate grain terminal ships.

The Broadway approach ramp on the west side is a combination of structures built in 1911 and 1927. The first 456 feet is a concrete roadway slab with retaining walls, originally 67 feet wide but later widened to 85 feet in 1927. The next 331 feet consists of six spans made up of a concrete deck supported by steel girders, floorbeams, stringers and columns. This section is connected to a steel Viaduct Intersection, which is 282 feet long, has four variable length steel girder spans, and connects the approach to the bridge structure. The Lovejoy Street approach ramp was constructed in 1927. Beginning at the Viaduct Intersection and running west, the first 274 feet were three spans of concrete deck on steel girders, floorbeams, stringers and columns. The next 391 feet consisted of eight spans of concrete deck, girders and floorbeams continuous over two spans. This approach was recently torn down by the City of Portland and will be rebuilt as a shorter approach in order to allow for development of the new River District residential area.

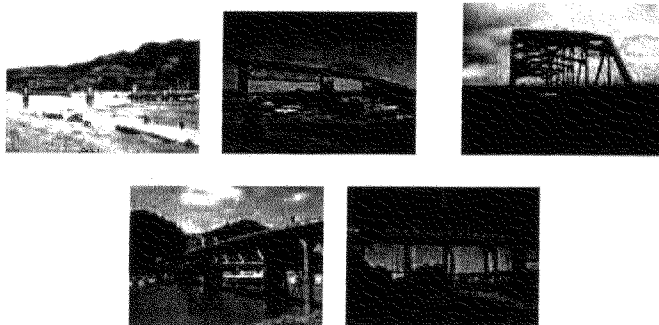
The east approach to the bridge is a two-span continuous concrete deck girder bridge 84 feet long crossing over Interstate Avenue. The end abutment walls are approximately 20 feet high.

Commuters sitting in traffic complain that Broadway openings take longer than other movable bridges. They're right. Average opening times for Morrison, Burnside and Hawthorne bridges run from five to eight minutes. On the Broadway, openings can take 20 minutes and longer. One reason for the delays is that Broadway is a very complicated drawbridge. Called a double-leaf bascule (means seesaw in French), the weight of the deck, or leaf, is balanced by a counterweight. Portland's two other bascules, Morrison and Burnside, have counterweights hidden out of sight inside their piers. Not the Broadway, however. Broadway's two

counterweights are located above the bridge's deck. The Broadway bascule span is an unusual Rall-type bascule, invented by Theodore Rall. On this bridge, each leaf and its counterweight roll back and forth on giant bull wheels to allow maximum river clearance. Only three Rall-bascule highway bridges still exist in the U.S., the other two being much smaller than the Broadway. The bridge's draw span is unusually long. Each leaf measures about 140 feet, weighing more than 2,000 tons, making Broadway the seventh longest bascule bridge in the world.

The overall Broadway Bridge was designed by Ralph Modjeski of Chicago, IL. The bascule span was designed by the Strobel Engineering Company of Chicago, holder of the Rall patent. The Union Bridge and Construction Co. of Kansas City, MO constructed the substructure and the Pennsylvania Steel Co. of Steelton, PA fabricated and erected the steel and bascule spans. In 1927, another famous bridge engineer, Gustav Lindenthal of New York, designed part of the Lovejoy Street ramp as well as modifications to the truss spans.

Sauvie Island Bridge



Sauvie Island Bridge was designed by the Oregon State Highway Commission and built by the Gilpin Construction Co. The bridge opened December 30, 1950, retiring the Sauvie Island Ferry. Jurisdiction for the bridge was transferred to Multnomah County on August 9, 1951.

The bridge is 1,198 feet long and consists of two different types of construction. The first six spans from the west side total 272 feet and are reinforced concrete deck girders set on concrete piers. The next three spans are steel riveted trusses each 200 feet long set on concrete piers. The first and third spans of this set are deck trusses and the main span is a through-truss. The next five spans totaling 326 feet are reinforced concrete deck girders designed as two continuous units. The bridge has a roadway width of 26 feet and carries two lanes of traffic with sidewalks on each side. The overall width of the structure is 35 feet over most of its length.

Multnomah County has undertaken a Tier I Bridge Siting Study to identify, develop and evaluate potential bridge crossing corridors between Sauvie Island and the mainland. The existing bridge to the island was built in 1950 and has reached the end of its service life. Recently completed repairs on the bridge have stabilized cracks found after an inspection in December 2001. The bridge is also functionally obsolete because it does not meet current design standards. The study is the first of many steps that must be taken before a new bridge is built. Study objectives are to identify possible corridors for a new bridge; research advantages, disadvantages, and significant issues for each corridor; develop conceptual bridge designs and planning level cost estimates to build each alternative. Using the study results, county staff have recommended that a new Sauvie Island bridge be built in the existing bridge corridor.

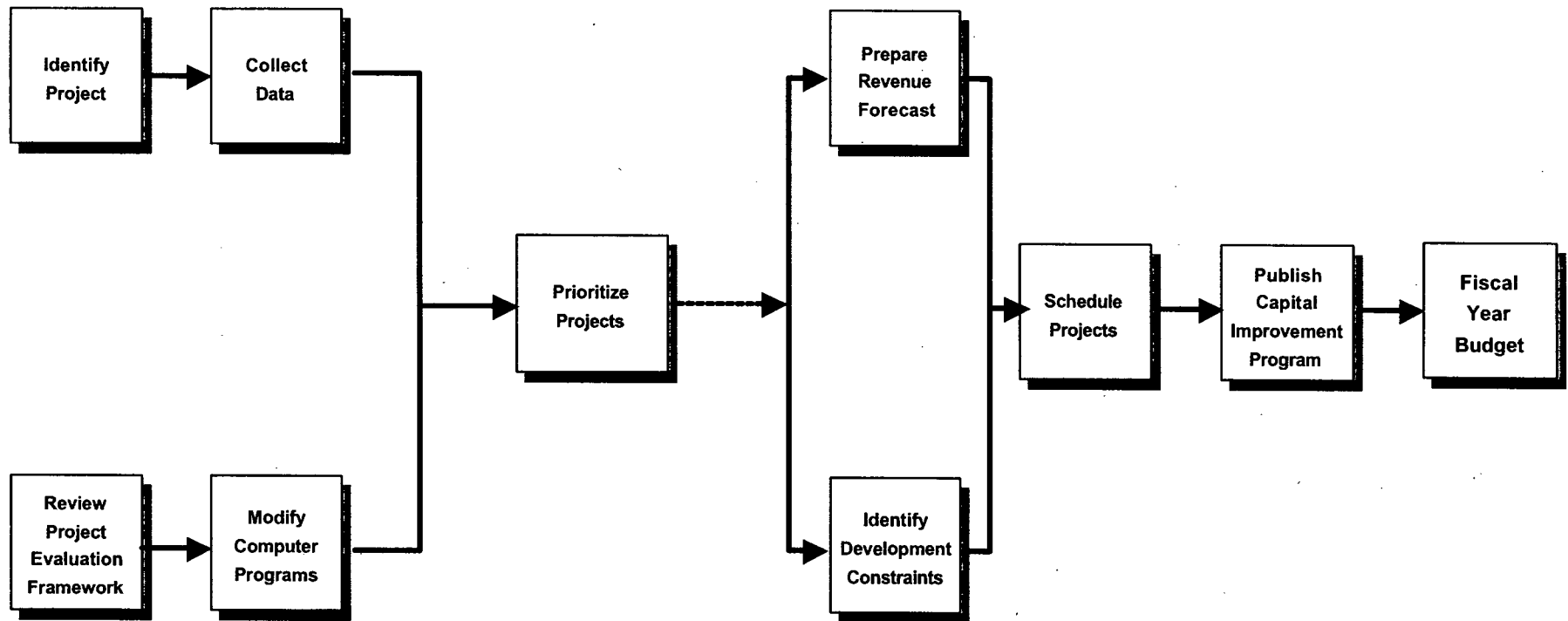
A new bridge would have two travel lanes 12-feet wide, two bike lanes/shoulders 6-feet wide, and two sidewalks 6-feet wide. It would be built to current seismic codes and would have a maximum grade of 6% (slightly less steep than current bridge).

APPENDICES

**Capital Improvement Plan Process
Project Location Maps**

Capital Improvement Plan & Program

Flow Chart



Capital Improvement Plan

Capital Improvement Program

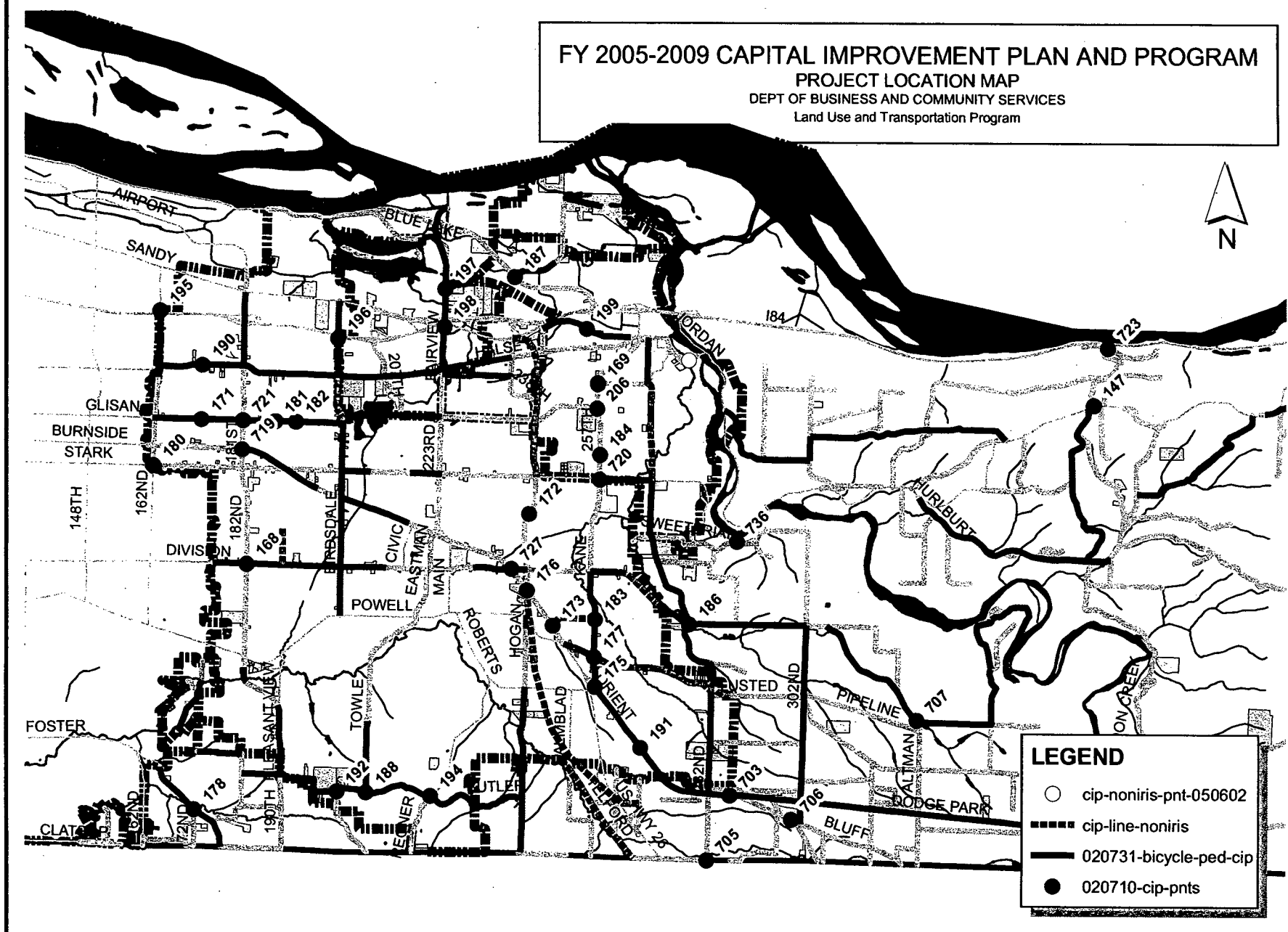
FY 2005-2009 CAPITAL IMPROVEMENT PLAN AND PROGRAM

PROJECT LOCATION MAP
DEPT OF BUSINESS AND COMMUNITY SERVICES
Land Use and Transportation Program



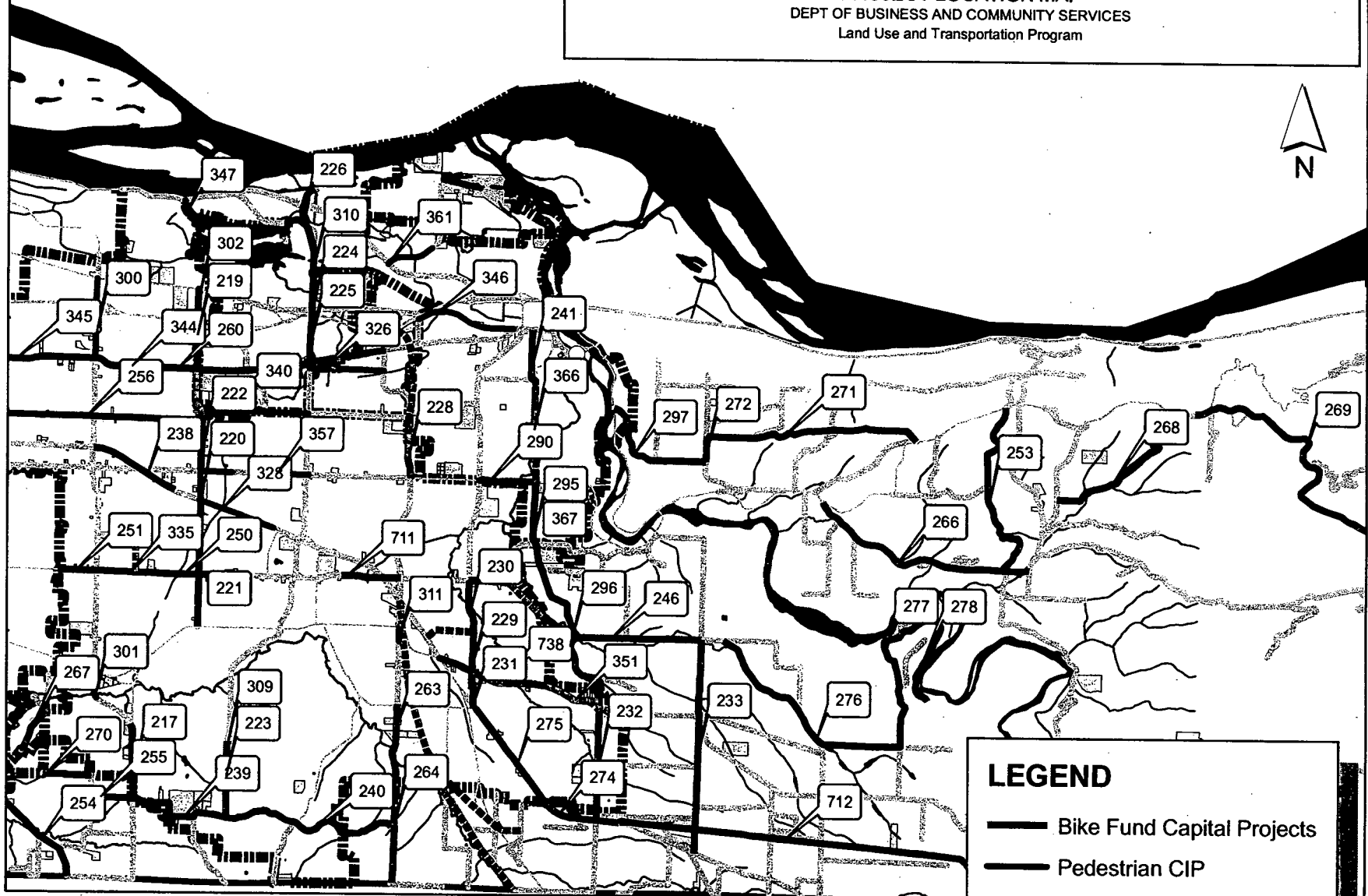
LEGEND

- cip-noniris-pnt-050602
- cip-line-noniris
- 020731-bicycle-ped-cip
- 020710-cip-pnts



FY 2005-2009 CAPITAL IMPROVEMENT PLAN AND PROGRAM

PROJECT LOCATION MAP
DEPT OF BUSINESS AND COMMUNITY SERVICES
Land Use and Transportation Program



LEGEND

- Bike Fund Capital Projects
- Pedestrian CIP
- - - - - OTHER COUNTY RDS



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 02-24-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/24/05
Agenda Item #: R-9
Est. Start Time: 11:55 AM
Date Submitted: 02/16/05

BUDGET MODIFICATION:

Notice of Intent to Apply for Oregon Youth Authority Gang Intervention
Agenda Title: Services Grant (RFA #04017)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>February 24, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile</u>
Contact(s):	<u>Robb Freda-Cowie</u>		
Phone:	<u>503 988-5820</u>	Ext.	<u>85820</u>
	I/O Address:		<u>503/250</u>
Presenter(s):	<u>Dave Koch</u>		

General Information

1. What action are you requesting from the Board?

Approval of our response to the Oregon Youth Authority's (OYA) request for applications for grants to support gang intervention services.

2. Please provide sufficient background information for the Board and the public to understand this issue.

In January, the legislature's Emergency Board appropriated \$1.25 million dollars to OYA to be passed through to counties to support anti-gang intervention services provided by county juvenile departments. Funds must be spent by the end of the current biennium. The Department of Community Justice (DCJ) has submitted an application to receive \$750,000 to support a comprehensive package of evidence-based interventions to disrupt gang activity.

If funded, the proposal would fund:

- 1) Six beds of staff supervised shelter care for gang-involved youth.
- 2) 1FTE Gang Services Coordinator at DCJ to manage the array of supervision, sanctions and

service programs targeting gang youth.

2) Skill development and employment to promote educational and employment success, re-connect youth to their communities and restore harm done to victims.

3) Three school advocates to help youth overcome school attendance barriers and keep them enrolled in school.

4) Pro-social leadership and recreational activities provided through community-based organizations.

5) Latino soccer club for gang-involved youth, family and community members.

6) District attorney position specifically focused on prosecuting gang crime.

3. Explain the fiscal impact (current year and ongoing).

These activities would be entirely supported by this grant through the Oregon Youth Authority. There is no county match or continuing funding obligation.

4. Explain any legal and/or policy issues involved.

N/A.

5. Explain any citizen and/or other government participation that has or will take place.

N/A


Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- Who is the granting agency?
Oregon Youth Authority
- Specify grant requirements and goals.
The goal of the grant is to provide gang intervention services to youth offenders.
- Explain grant funding detail – is this a one time only or long term commitment?
This funding is one-time only.
- What are the estimated filing timelines?
January 28, 2005
- If a grant, what period does the grant cover?
The grant spans the award date until June 30, 2005.
- When the grant expires, what are funding plans?
These services will not be continued, or will be funded through other state funds.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Administrative overhead costs are included in the grant request.

Required Signatures

**Department/
Agency Director:**



Date: 2/14/05

Budget Analyst:



Date: 2/15/05

Department HR:



Date: 2/14/05

Countywide HR:

Date: _____

BOGSTAD Deborah L

From: FREDA-COWIE Robb
Sent: Wednesday, February 16, 2005 12:08 PM
To: #AGENDA REVIEW TEAM
Cc: BOGSTAD Deborah L
Subject: expedited NOI

Attached is a notice of intent we would like added to the soonest available Board agenda. This NOI relates to \$1.25 million in funds appropriated by the E-board to support youth gang intervention services provided within this biennium. As a result, the RFP process was extremely accelerated, the deadline for submission has already passed and we have already applied for these funds.

Joanne has talked to the Chair and each of the Commissioners about this application and everyone has been supportive of the application. However, we would like to be scheduled as soon as possible to give the Board the opportunity to formally approve our submission and ask any further questions they may have. Thanks for your flexibility.



GangproposalNO
I.doc (152 KB)