

DEPARTMENT OF ADMINISTRATIVE SERVICES, OREGON EDUCATORS BENEFIT BOARD**DIVISION 5****Procurement and Contracting for Benefit Plans and Services****10#-005-0010****Policy**

The policy of the Oregon Educators Benefit Board (OEBB) is to select contractors and consultants in an expeditious, fair, and efficient manner that is consistent with the goal of delivering high-quality benefits and other services at a cost that is affordable to both the employees and the school districts, education service districts, and community college districts, and meets the requirements of section 4, chapter 00007, Oregon Laws 2007. The Board may enter into more than one contract for each type of benefit plan or other service sought.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: chapter 00007, Oregon Laws 2007

10#-005-0015**Applicable Personal Service Contract Rules**

The following provisions of the Department of Administrative Services' Personal Service Contracts rules apply to the Oregon Educators Benefit Board's (OEBB's) procurement contracts for services from contractors and consultants as defined in OAR 10#-005-0020(5) and (6). "Contracting Agency" or "Agency," means the Board. Reference to approval by the Division or DAS is not incorporated in these rules and approval is not required for OEBB to obtain, renew, or amend contracts. References to an Agency providing notice to DAS or providing DAS with access to its records are not incorporated in these rules and do not apply to the Board. Applicable DAS rules are: OAR 125-247-0310, 125-247-0400 (offer preparation), 125-247-0410 (offer submission), 125-247-0430 (addenda), 125-247-0440 (withdrawal of offers), 125-247-0450 (receipt and opening offers), 125-247-0460 (late offers), 125-247-0470 (mistakes), 125-247-0480 & 0490 (Agency acceptance), 125-247-0500 (proposal responsibility), 125-247-0600 (offer evaluation), 125-247-0610 (notice of intent to award), 125-247-0640 (rejection), 125-247-0650 (rejection of all offers), and 125-247-0660 (cancellation).

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0060**Records Maintenance**

The Oregon Educators Benefit Board (OEBB) will maintain a file for six years on the selection process for all benefits and other service contracts entered on behalf of the state including, but not be limited to:

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- (1) The method and copy of announcement.
- (2) The names of firms or individuals and cost estimates considered.
- (3) The basis for selection.
- (4) A copy of the resulting contract and any subsequent amendments.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: chapter 00007, Oregon Laws 2007

10#-005-0020**Definitions**

For the purposes of OARs 10#-005-0010, 10#-005-0015 and 10#-005-0040 through 10#-005-0160 the following definitions will apply:

- (1) "Apparent successful proposer" or "ASP" means the organization selected as a result of a competitive and completed procurement process.
- (2) "Benefit plan" includes, but is not limited to:
 - (a) Insurance or other benefits including medical, dental, vision, life, disability, accidental death, long term care, flexible spending accounts, supplemental medical, supplemental dental, supplemental vision, or any other remedial care recognized by state law, and related services and supplies;
 - (b) Comparable benefits for employees who rely on spiritual means of healing; and
 - (c) Self insurance programs managed by the Board.
- (3) "Benefits" means goods and services provided under benefit plans.
- (4) "Board" means the Oregon Educators Benefit Board.
- (5) "Consultant" means brokers or other advisory personnel hired by the Board pursuant to section 3 (5), chapter 00007, Oregon Laws 2007, to:
 - (a) assist in acquiring adequate benefit plan coverage for eligible district employees;
 - (b) assist in the study of all matters connected with the provision of adequate benefit plan coverage for eligible district employees;
 - (c) assist in the development and implementation of decision-making processes;
 - (d) design and implement additional programs to review, monitor and assist in the improvement of eligible district employees and their dependents' health; and
 - (e) provide other services as required by the Board.
- (6) "Contractor" means an individual or firm selected to provide benefits that contract with the Board.
- (7) "District" means a common school district, a union high school district, an education service district, or a community college district.

(8) "Emergency" means an unusual circumstance that creates a substantial risk of interruption of benefit services that requires prompt execution of a contract to remedy the condition.

(9) "Extensive procurement" means the process of securing contractors and consultants contracting with OEBB for services amounting to \$150,000.00 and over.

(10) "Intermediate procurement" means the process of securing contractors and consultants contracting with OEBB for services amounting to under \$150,000 but over \$5,000.

(11) "Non-responsive proposal" means the Proposer:

(a) Fails to provide information as required in the specification of the RFP;

(b) Takes exception to the terms and conditions in the proposed contract;

(c) Offers goods and services that fail to meet the specifications of the procurement;

(d) Misses the RFP submission deadline;

(e) Has been debarred as set forth in ORS 279 B.130;

(f) Is not licensed to do business in Oregon;

(g) Has not attained licensure required to conduct business;

(h) Has not kept in good standing any licensure required to complete the contract;

(i) Will not provide or adhere to the certification of non-discrimination required under ORS 279A.110(4); or

(j) Is found non-responsible as described under ORS 279B.110.

(12) "Proposal" means a document submitted according to the terms of a Request for Proposal that is binding on the proposer.

(13) "ORPIN" means the Oregon Procurement Information Network, an online service operated by the Department of Administrative Services that displays procurements and contracts issued by the state of Oregon's agencies.

(14) "Proposer" means a person or entity submitting a proposal in response to a Request for Proposal.

(15) "Renewal contractor" means a contractor or consultant who provided the same or similar employee benefit plan or other services under a contract with the Board in the year immediately prior.

(16) "Request for Proposal" or "RFP" means the written document soliciting competitive written proposals and setting forth the criteria and method to be used by the Board to determine the responsible proposers offering the best responsive proposals.

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(17) "Responsible proposer" means the proposer:

- (a) Is qualified legally to contract with the Board;
- (b) Has supplied all necessary information in connection with the inquiry concerning responsibility;
- (c) Is authorized to do business in Oregon;
- (d) Has the appropriate financial, material, equipment, facility, and personnel resources and expertise necessary to indicate the proposer can meet all contractual responsibilities;
- (e) Has a satisfactory record of contract performance; and
- (f) Has a satisfactory record of business integrity. This includes no convictions for violations of confidentiality, monetary fraud, or collusion.

(18) "Responsive proposer" means that the proposal does not meet the definition of "non-responsive proposer" in section (11).

(19) "Selection committee" means the group of individuals comprised of OEBC staff, Board members, or other constituents associated with OEBC who review, score, and recommend an ASP selected as a result of a intermediate or extensive procurement issued by OEBC, to the Board for approval.

(20) "Small procurement" means the process of securing contractors or consultants contracting with OEBC for services amounting to \$5,000 or less.

(21) "Sole source" means the only contractor or consultant of a particular product or service reasonably available.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0040

Extensive Procurement Process

The Board will use the following procedure except as provided for under OAR 10#-005-0042, 10#-005-0044, 10#-005-0046 or 10#-005-0048.

(1) Announcement. The Board will post solicitation notices for benefits or other consultant, broker, or advisory services via the Oregon Procurement and Information Network (ORPIN). The Board may also post solicitation notices for benefits, consultant, broker, or advisory services in trade periodicals or newspapers of general or specialized circulation. The solicitation notice will include a description of the benefits or services sought, the scope of the services required, evaluation and selection criteria, and a description of any special requirements. The notice will invite qualified prospective proposers to submit proposals. The notice will specify when and where to obtain the application, return the application, and the closing date.

(2) Pre-proposal conference. If a pre-proposal conference requires mandatory attendance by prospective proposers, no remuneration will be offered to prospective proposers for attendance, travel, document preparation, etc. Unless identified otherwise in the procurement, the pre-proposal conference will:

- (a) Be voluntary;
- (b) Be held in Salem, Oregon; and
- (c) Identify attendees by name and company represented.

(3) RFP protest; request for change or request for clarification.

(a) Protest.

(A) A proposer must deliver a written protest to the Board not less than ten calendar days prior to closing, unless otherwise specified in the RFP.

(B) A proposer's written protest must include:

- (i) A detailed statement of the legal and factual grounds for the protest;
- (ii) A description of the resulting prejudice to the proposer; and
- (iii) A statement of the desired changes to the RFP.

(C) The Board will not consider a proposer's protest after the submission deadline.

(i) The Board will provide notice to the applicable entity if it entirely rejects a protest. If the Board agrees with the entity's protest, in whole or in part, the Board will issue an addendum reflecting its determination under OAR 137-030-0055 and 137-047-0430 or cancel the solicitation under OAR 137-030-0115.

(ii) If the Board receives a written protest from a proposer according to this rule, the closing may be extended if the Board determines an extension is necessary to consider the protest and to issue any addendum to the RFP.

(b) Request for change.

(A) A proposer may request in writing a change to the RFP specifications, unless otherwise specified in the RFP. If the RFP allows a proposer to make a request for changes and does not specify otherwise, proposer must deliver the written request for change to the Board not less than ten calendar days prior to closing.

(B) A proposer's written request for change must include a statement of the requested changes to the RFP specifications, including the reason for the requested change.

(C) The Board will not consider a proposer's request for change after the submission deadline.

(i) The Board will provide notice to the applicable entity if it entirely rejects a change. If the Board agrees with the entity's request for change, in whole or in part, the Board will issue an addendum reflecting its

determination under OAR 137-030-0055 and 137-047-0430 or cancel the solicitation under OAR 137-030-0115.

(ii) If the Board receives a written request for a change from a proposer according to this rule, closing may be extended if the Board determines an extension is necessary to consider the request and to issue any addendum to the RFP.

(c) Request for clarification.

(A) A proposer may request in writing clarification of the RFP specifications, unless otherwise specified in the RFP. If the RFP allows a proposer to make a request for clarification and does not specify otherwise, a proposer must deliver the written request for clarification to the Board not less than ten calendar days prior to closing.

(B) A proposer may request that the Board clarify any provision of the RFP.

(C) The Board will not consider a proposer's request for clarification after the submission deadline. The Board's clarification to a proposer, whether orally or in writing, does not change the RFP and is not binding on the Board unless the Board amends the RFP by addendum.

(4) Addenda to an RFP following an appeal or request for change or clarification.

(a) Issuance; receipt. The Board may change an RFP only by written addenda. A proposer must provide written acknowledgement of receipt of all issued addenda with its proposal, unless the Board otherwise specifies in the addenda.

(b) Notice and distribution. The RFP must specify how the Board will provide notice of addenda and how the Board will make the addenda available.

(c) Timelines; extensions. The Board will issue addenda within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. The Board may extend the closing if the Board determines prospective proposers need additional time to review and respond to addenda. The Board will not issue addenda less than 72 hours before the closing unless an addendum also extends the closing, except to the extent required by public interest.

(d) Request for change or protest. A proposer may submit a written request for change or protest to the addendum by the close of the Board's next business day after issuance of the addendum, unless a different deadline is set forth in an addendum.

(5) Submission. All proposals submitted must comply with the procurement's specifications.

(a) If portions of the proposal to any solicitation are deemed unacceptable or non-responsive portions of the proposal to any solicitation are deemed unacceptable or non-responsive to the specifications of the solicitation, the proposal will be deemed non-responsive and will not be given further evaluation or consideration. If a proposal to any solicitation is delivered late, it will be deemed non-responsive to the specification of the solicitation and will be returned to the proposer unopened.

(b) Submission of proposals must be in writing and delivered in the written format, as required by the specifications of the solicitation. Proposals may also be submitted electronically with the written proposal and will be considered as a supplemental and not the sole format.

(6) Evaluation. The Selection Committee, as defined in 10#-005-0020 (19) will evaluate proposals only in accordance with criteria set forth in the RFP and applicable law. The Board will not divulge the names of the selection committee until completion of the cost negotiations or the apparent successful proposer has been announced. The Board will evaluate proposals to determine the responsible proposer or proposers submitting the best responsive proposal or proposals.

(7) Rejection of Proposal. The Board may reject any proposal for good cause upon written finding it is in the states, Districts', or employees' interest to do so, or acceptance of the proposal may impair the integrity of the procurement process.

(a) The Board will notify all proposers of the rejection of all proposals, along with the good cause justification and finding. The Board may reject any proposal for benefit plan or other services and deem the proposal as non-responsive or the Board finds that:

(8) Intent to award, discuss or negotiate. After the protest period provided in subsection (3)(a) expires, or after the Board has provided a final response to any protest, whichever date is later, the Board may engage in discussions and negotiations with proposers in the competitive range.

(9) Discussions and negotiations. If the Board chooses to enter into discussions and negotiations with the Proposers in the competitive range, the Board will proceed as follows:

(a) Initiating Discussions. The Board must initiate oral or written discussions and negotiations with all of the proposers in the competitive range regarding their proposals.

(b) Conducting discussions. The Board may conduct discussions and negotiations with each proposer in the competitive range as necessary to fulfill the purposes of this section, but need not conduct the same amount of discussions or negotiations with each proposer. The Board may terminate discussions and negotiations with any proposer in the competitive range at any time. All proposers in the competitive range will be offered the opportunity to discuss their proposals with the Board before the Board notifies proposers of the award decisions. In conducting discussions, the Board and any designated representatives:

(A) Will treat all proposers fairly and will not favor any proposer over another.

(B) Will not discuss proposers' proposals with any other proposers and will maintain all proposals as confidential documents.

(C) Will not divulge the name of the proposers or the content of the proposals until cost negotiations are complete or an apparent successful proposer has been announced.

(D) Will determine whether other factors, including but not limited to, Oregon residency of the primary business office and proposer demonstration of services and products, will be used to determine the apparent successful proposer, if a tie between proposers occurs.

(c) At any time during the period allowed for discussions and negotiations, the Board may:

(A) Continue discussions and negotiations with a particular proposer or proposers; or

(B) Terminate discussions with a particular proposer and continue discussions with other proposers in the competitive range.

(d) The Board may continue discussions and negotiations with proposers until determining who will be awarded contracts.

(10) Notice of intent to award. The Board will provide written notice to all proposers of intent to award the contract, unless otherwise provided in the RFP. The Board's award will not be final until the later of the following:

(a) Seven days after the date of the notice, unless the RFP provided a different period for protest; or

(b) The Board's written response to all timely filed protests that denies the protests and affirms the award.

(11) Right to protest award. An adversely affected or aggrieved proposer may submit to the Board a written protest of the Board's intent to award. The protest must be made within fourteen days after issuance of the notice of intent to award the contract, unless a different protest period is provided under the RFP.

(a) The proposer's protest must be in writing and must specify the grounds upon which the protest is based.

(b) A proposer is adversely affected or aggrieved only if: (A) the proposer is eligible for award of the contract as a responsible proposer; (B) The Board committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule; and (C) the protesting proposer was unfairly evaluated.

(c) The Board will not consider a protest submitted after the time period specified in this section or a different period if provided in the RFP.

(d) The chairperson of the Board, or their designee, has the authority to settle or resolve a written protest meeting the submission requirements of this rule.

(e) If a protest is not settled, the chairperson of the Board, or their designee, will promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.

(12) Award of contracts. The Board will make final selections based on the evaluation criteria including, but not limited to, applicant capability, experience, approach, compensation requirements, previous litigation and remedy applied, customer service history with OEBC, members, and clients, debarment status, and references. The Board will place emphasis on employee choice among high quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting, quality customer service, creativity and innovation, plan benefits as part of total employee compensation, and the improvement of employee health, and applicable contractor or consultant services benefiting OEBC.

(13) Contract. The successful proposer must promptly execute the contract after the award is final. The Board will execute the contract only after it has obtained all applicable required documents and approvals.

(14) An amendment for additional services that are reasonably related to the scope of work under the original benefits plan or other services contract, including extra work or a change that increases the original contract price or length of time, may be made with the contractor or consultant without re-entering the formal procurement process provided that the cumulative amendment does not materially alter the contract.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0042

Intermediate Procurement Process

The Board will use the following procedure except as provided for under OAR 10#-005-0040, 10#-005-0044, 10#-005-0046 or 10#-005-0048.

(1) Announcement. The Board will post solicitation notices for benefits or consultant, broker, or advisory services via the Oregon Procurement and Information Network (ORPIN). The Board may also post solicitation notices for benefits, consultant, broker, and advisory services in trade periodicals or newspapers of general or specialized circulation. The notice will include a description of the benefits or services sought, the scope of the services required, and a description of any special requirements. The notice will invite qualified prospective proposers to submit proposals. The notice will specify when and where to obtain the application, return the application, and the closing date.

(2) Submission. All submitted proposals must comply with the procurement's specifications. If portions of the proposal to any solicitation are deemed unacceptable or non-responsive to the specifications of the solicitation, the proposal will be deemed non-responsive and will not be given further evaluation or consideration. If a proposal to any solicitation is delivered late, it will be deemed non-responsive to the specification of the solicitation and will be returned to the proposer unopened.

(a) Submission of proposals must be in writing and delivered in the written format, as required by the specifications of the solicitation. Proposals may also be submitted electronically with the written proposal and will be considered as a supplemental and not the sole format.

(b) The proposal from the prospective proposers will consist of a statement that describes the prospective proposer's credentials, performance data and other information sufficient to establish proposer's qualifications for providing the benefits or consultant, broker, or advisory services sought. The proposal must also contain information requested in the announcement.

(3) Evaluation. The Selection Committee, as defined in 10#-005-0020 (19), will evaluate proposals in accordance with the Board's needs and applicable law. The Board will not divulge the names of the selection committee until completion of the cost negotiations. The Board will evaluate proposals to determine the responsible proposer or proposers submitting the best responsive proposal or proposals.

(4) Discussions and negotiations. If the Board chooses to enter into discussions and negotiations with the proposers, the Board:

- (a) Will treat all proposers fairly and will not favor any proposer over another.
- (b) Will not discuss proposers' proposals with any other proposers and will maintain all proposals as confidential documents.
- (c) Will not divulge the name of the proposers or the content of the proposals until cost negotiations are complete.
- (d) Will determine whether other factors, including but not limited to, Oregon residency of the primary business office and proposer demonstration of services and products, will be used to award the contract.
- (5) Notice of award. The Board will provide written notice to all proposers when the Board awards the contract. The Board's award will be final.
- (6) Award of contracts. The Board will make final selections based on the evaluation criteria including, but not limited to, applicant capability, experience, approach, compensation requirements, previous litigation and remedy applied, customer service history with OEBC, members, and clients, debarment status, and references. The Board will place emphasis on employee choice among high quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting, quality customer service, creativity and innovation, plan benefits as part of total employee compensation; and the improvement of employee health, and applicable contractor or consultant services benefiting OEBC.
- (7) Contract. The successful proposer must promptly execute the contract after the award is final. The Board will execute the contract only after it has obtained all applicable required documents and approvals.
- (8) An amendment for additional services that are reasonably related to the scope of work under the original benefits plan or other services contract, including extra work or a change that increases the original contract price or length of time, may be made with the contractor or consultant without re-entering the formal procurement process provided that the cumulative amendment does not:
 - (a) Materially alter the contract; or
 - (b) Increase the total contract cost to a sum that is greater than twenty-five percent of the original contract cost.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0044

Small Procurement Process

The Board may use the following informal selection procedure when at its discretion it will not interfere with competition among prospective proposers, reduce the quality of services, or increase costs. Exceptions are specified in OAR 10#-005-0040, 10#-005-0042, 10#-005-0046, or 10#-005-0048.

(1) The Board will contact a minimum of three prospective proposers known to the Board to be qualified to propose the sought-after services. If three quotes are not received, the Board will make a written record of its efforts to obtain quotes.

(2) Discussions and negotiations. If the Board chooses to enter into discussions and negotiations with the Proposers, the Board will proceed as follows:

(a) Initiating Discussions. The Board must initiate oral or written discussions and negotiations with all of the proposers regarding their proposals.

(b) Conducting discussions. The Board may conduct discussions and negotiations with each proposer necessary to fulfill the purposes of this section, but need not conduct the same amount of discussions or negotiations with each proposer. The Board may terminate discussions and negotiations with any proposer at any time. All proposers will be offered the opportunity to discuss their proposals with the Board before the Board's award decisions. In conducting discussions, the Board and any designated representatives:

(A) Will treat all proposers fairly and will not favor any proposer over another.

(B) Will not discuss proposers' proposals with any other proposers and will maintain all proposals as confidential documents.

(C) Will not divulge the name(s) of the proposers or the content of the proposals until negotiations are complete or an apparent successful proposer has been announced.

(D) Will determine whether other factors, including but not limited to, Oregon residency of the primary business office and proposer demonstration of services and products, will be used to determine the apparent successful proposer, if a tie between Proposers occur.

(c) At any time during the period allowed for discussions and negotiations, the Board may:

(A) Continue discussions and negotiations with a particular proposer or proposers; or

(B) Terminate discussions with a particular proposer and continue discussions with other proposers.

(d) The Board may continue discussions and negotiations with proposers until determining who will be awarded contracts.

(3) Notice of award. The Board will provide written notice to all proposers when the Board awards the contract. The Board's award will be final.

(4) Award of contracts. The Board will make final selections based on the evaluation criteria including, but not limited to, contractor or consultant capability, experience, approach, compensation requirements, previous litigation and remedy applied, customer service history with OEBC, members, and clients, debarment status, and references. The Board will place emphasis on employee choice among high quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting; quality customer service, creativity and innovation, plan benefits as part of total employee compensation, and the improvement of employee health, and applicable contractor or consultant services benefiting OEBC.

(5) Contract. The contractor or consultant must promptly execute the contract after the award is final. The Board will execute the contract only after it has obtained all applicable required documents and approvals.

(6) An amendment for additional services that are reasonably related to the scope of work under the original benefits plan or other services contract, including extra work or a change that increases the original contract price or length of time, may be made with the contractor or consultant without re-entering the formal procurement process provided that the cumulative amendment does not:

(a) Materially alter the contract; or

(b) Increase the total contract cost to a sum that is greater than twenty-five percent of the original contract cost or \$5,000.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0046

Sole Source Procurement Process

OEBB may negotiate with a single source provider of benefits or consultant, broker, or advisory services if the services are available only from one prospective proposer, or the prospective proposer has special skills uniquely required for the adequate performance of the services.

(1) Contract. The single source provider must promptly execute the contract after the award is final. The Board will execute the contract only after it has obtained all applicable required documents and approvals.

(2) An amendment for additional services that are reasonably related to the scope of work under the original benefits plan or other services contract, including extra work or a change that increases the original contract price or length of time, may be made with the contractor or consultant without re-entering the formal procurement process provided that the cumulative amendment does not materially alter the contract.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0048

Emergency Contract Process

The Board may select a contractor to provide benefit plan or consultant, broker, or advisory services without following any of the procedures under OAR 10#-005-0040, 10#-005-0042, 10#-005-0044, or 10#-005-0046 when required by emergency. The recommended contractor or consultant and a written description of the conditions requiring the use of this emergency contract procedure must be submitted to the Board. The Board will determine if an emergency exists, declare the emergency and negotiate a contract with the contractor or consultant based on the evaluation criteria. The criteria includes, but is not limited to, contractor or consultant

availability, capability, experience, approach, compensation requirements, previous litigation and remedy applied, customer service history with OEBC, members, and clients, debarment status, and references. The Board will place emphasis on employee choice among high quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting, quality customer service, creativity and innovation, plan benefits as part of total employee compensation, and the improvement of employee health, and applicable contractor or consultant services benefiting OEBC.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0050

Mistakes

(1) Treatment of mistakes. If the Board discovers certain mistakes in a proposal after opening, but before award of the contract, and the mistakes are not identified as those qualifying as non-responsive to the specifications of the procurement, the Board may take the following action:

(a) The Board may waive, or permit a proposer to correct a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the proposal, or an insignificant mistake that can be waived or corrected without prejudice to other proposers. Mistakes including, but not limited to, signatures not affixed to the proposal document, proposals sent to the incorrect address, insufficient number of proposals submitted, or incorrect format will not be considered minor.

(b) The Board may correct a clerical error if the intended proposal and the error are evident on the face of the proposal, or other documents submitted with the proposal, and the proposer confirms the Board's correction in writing. A clerical error is a proposer's error in transcribing its proposal.

(2) Rejection for mistakes. The Board may reject any proposal in which a mistake is evident on the face of the proposal and the intended correct proposal is not evident or cannot be substantiated from documents accompanying the proposal (~~i.e., documents submitted with the Proposal~~). In order to ensure integrity of the competitive procurement process and to assure fair treatment of proposers, mistakes discovered that are contrary to the specifications of the procurement will be carefully reviewed and will be determined, under sole authority of the Board, to be waived or not be waived.

(3) If the Board discovers mistakes in the proposal after award, and the mistakes are not considered minor, the Board reserves the right to determine if the award will be revoked. The Board will then re-evaluate proposals deemed to be in second, third, fourth, etc., in the standings.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007

10#-005-0160

Renewal process for Contractor or Consultant Contracts

(1) Renewal procedure. If the Board does not issue a procurement to solicit formal proposals for benefit plans and other services, the Board may invite renewal proposals, directly negotiate and enter into renewal contracts with renewal contractors or consultants to provide benefit plans and consultant, broker, or advisory services without following the procedures set forth in OAR 10#-005-0040.

(2) The Board may renew contracts with renewal contractors or consultants for as many years as the Board determines is in the best interest of the state, Districts, and employees.

(3) The Board will negotiate with renewal contractors or consultants and enter into contracts with them after giving full consideration to factors which include, but are not limited to, contractor or consultant capability, experience, approach, compensation requirements and references.

Stat. Auth.: chapter 00007, Oregon Laws 2007

Stats. Implemented: section 19, chapter 00007, Oregon Laws 2007