



DIRECTOR INFORMATION for
GENERAL BOARD MEETING
October 14, 2025

Redmond Area Park and Recreation District
465 SW Rimrock Dr
PO BOX 843
Redmond, OR 97756
Administrative office phone – 541-548-7275

BOARD OF DIRECTORS

Mercedes Bostick-Cook, Chair
Kevin Scoggin, Vice-Chair
Lena Berry, Director
Katie Jalo, Director
David Rouse, Director
Kevin Scoggin, Vice-Chair

RAPRD STAFF LEADERSHIP TEAM

Katie Hammer, Executive Director
Shawna Hicks, Deputy Director - Recreation
Vicki Osbon, Administrative Services Manager

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Discussion Items:	
None	



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541-548-7275
www.raprd.org

**JOINT MEETING OF THE DISTRICT BOARD OF DIRECTORS AND LOCAL
CONTRACT REVIEW BOARD**

October 14, 2025

7:30am

This meeting will take place in person at the Cascade Swim Center, 465 SW Rimrock Way, Redmond. Virtual access is available using the following link:

<https://meet.goto.com/647496005>

You can also dial in using your phone.

Toll Free: 877-309-2073

Access Code: 647496005

AGENDA

1. Call to Order Joint Meeting of the District Board of Directors and Local Contract Review Board

Adjustments to the Agenda

2. Public Comment (Comments by Citizens are Limited to 3 Minutes)

3. Community Recreation Center Update

4. Consent Agenda

Approval of the General Board Meeting Minutes of September 9, 2025

Acknowledgement of Receipt of September Financial Summary

5. Joint Public Hearing Regarding Resolution #2 2025-26 Amending Public Contracting Rules for Redmond Area Park and Recreation District

The public hearing will be held for the purpose of taking comments on the District's draft findings supporting the exemption of certain classes of special procurements and public improvement contracts from competitive bidding requirement.

Public Testimony

6. Action Agenda Items

Approval of Resolution #2 2025-26 Joint Resolution Of The Board Of Directors And Local Contract Review Board Opting Out Of The Attorney General's Model Public Contracting Rules And Amending Public Contracting Rules For The Redmond Area Park And Recreation District

Approval of Resolution #3 2025-26 A Resolution Establishing Purchasing Authority And Spending Limits For Redmond Area Park And Recreation District Executive Director

Approval of Resolution #4 2025-26 A Resolution Adopting the 2025 Park and Recreation Master Plan and Capital Improvement Plan

Appoint Bond Oversight Committee Member

7. Discussion Items

8. Public Comment(s)

9. Board/Staff Comments

10. Adjournment

Public Comments will be taken during the meeting. Those wishing to speak should sign up on the sheet provided. Comments by citizens are limited to five minutes. **Speakers will be called in order of sign up. Our meetings are recorded.** Accessibility requests must be made to Administrative Services Manager, Vicki Osbon at 541-548-7275 or by email at vicki.osbon@raprd.org at least 72 hours prior to any public meeting. **This is a no-smoking facility.**



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**REDMOND AREA PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS
Minutes of General Meeting**

A general meeting of the Board of Directors of the Redmond Area Park and Recreation District convened at 465 SW Rimrock Way, Redmond, Oregon, September 9, 2025, at 7:30am.

Attendance:

Director's Present: Lena Berry
Mercedes Bostick-Cook
Katie Jalo
David Rouse
Kevin Scoggin

Directors Absent: None

Staff: Katie Hammer, Executive Director; Shawna Hicks, Deputy Director-Recreation, Vicki Osbon, Administrative Services Manager, Jessica Rowan, Aquatic Manager; Mike Elam, Recreation Coordinator

Media: None

Public Attending: Chad Franke, HMK, Maria Ramirez, City of Redmond, Special Projects and Natural Resource Program Manager

GENERAL MEETING MINUTES

1. Call to Order: Mercedes Bostick-Cook called the meeting to order at 7:31am.

Adjustments to the Agenda:

Katie Hammer said that we would not be appointing the bond oversight committee member today.

2. Communications: None

3. Community Recreation Center Update:

Chad Franke reported steady progress on the locker rooms, with framing underway and structural work advancing on the natatorium side. The Purlin replacement is complete, and roof panel installation will occur next month. Pool excavation is scheduled to begin October 23. He will be reviewing the budget with Katie to determine if planning for Phase two of the project can begin. The excavated gravel from the pools will be retained so it can be repurposed for soccer field and outdoor accessory areas.

David Rouse asked about the pool excavation timeline; Chad confirmed it should proceed quickly because of prior blasting and shaping. Trench line excavation for piping will follow. The next phase includes installing temporary windows to begin drying and conditioning the interior space, allowing acclimation of the wood floor.

The gym side of the building is expected to be turned over in March, enabling furniture and equipment to be set up on that side of the building ahead of opening.

Katie said furniture and fitness equipment orders are planned for January or early February, with most items arriving quickly, though some may require 12–14 weeks for delivery.

4. Consent Agenda:

Approval of the General Board Meeting Minutes of August 12, 2025

Acknowledgement of Receipt of August Financial Summary

Lena Berry made a motion to approve the general board meeting minutes of August 12, 2025, and acknowledgement of receipt of August Financial Summary. David Rouse seconded the motion. Motion passed unanimously.

5. Action Agenda Items:

Approval of Public Records Policy

Katie said that the updated the public records policy is due to changing the costs to read actual costs instead of a specific amount so these can be updated without needing to approve the policy annually. The other change to this policy is removing the authorization to remove original records since original records should never be removed from the district buildings. David Rouse moved to approve the Public Records Policy as revised. Kevin Scoggin seconded the motion. Motion passed unanimously.

Appoint Bond Oversight Committee Member

Removed from agenda.

6. Discussion Items:

Review Board Goals

Katie Hammer provided an update on progress on the short term (one year) goals that were adopted in August 2024.

Fundraising Plan: While a formal fundraising plan is not yet in place, Katie continues to prioritize fundraising efforts. A written plan will be developed in alignment

with the mid-term goal to establish long-term funding operations and a capital plan, pending adoption of the Parks Master Plan.

Organizational Chart Update: Completed in spring. New positions were created, including Deputy Director, Human Resources, Customer Service, Outreach/Marketing, and Facility Maintenance. These roles are scheduled to be filled this fiscal year.

Policy Review and Updates: Progress continues on the third goal. Personnel policies have been updated, and new policies for participants, parents, and spectators have been adopted. Financial and public records policies have also been updated and adopted. Public contracting policy is scheduled for board consideration in October. Katie plans to create a review schedule for all approved policies.

District Rebranding: The fourth goal involves restoring and rebranding the district, potentially including a name change and new logo. Katie will add this topic to a future board agenda for discussion. Staff are currently working on outreach efforts including a newsletter, social media schedule, and pre-program emails. The district's marketing and communications plans are under review to ensure full implementation.

Katie also provided a brief update on the mid-term goals:

Community Engagement: Katie and Shawna participated in a bilingual outreach event at Obsidian Middle School in August, highlighting the need for Spanish-speaking staff. The event promoted program registration and shared information about Better Together grant funding.

Katie added that two mid-term goals are tied to the park and recreation master plan that include, develop a long-term funding operations capital plan and developing plans for maintenance on our current facilities, and parks and facilities manager positions filled.

Public Contracting Policy

Katie Hammer reported that she has received recommended policy from the District's attorney and is in the process of reviewing that policy. She will send it to the board after she has reviewed it. The board will consider adopting this policy during their October 2025 board meeting.

7. Board Staff Comments:

Shawna Hicks, Deputy Director-Recreation, reported that soccer began last weekend. She will attend the soccer games this weekend. She really liked attending the event last week and meeting the community.

Jessica Rowan, Aquatic Manager, mentioned that we are in shutdown and everything is going along as scheduled. She said we do have electricians working on pool lights. We are looking at re-opening on schedule and then going into the fall season programming. She also provided an update on the water polo program. Since the opening of Ridgeview High School, that water polo has struggled to have a boy's and girls' team, it's been two co-ed teams for each school. The governing bodies for water polo are allowing us to

recombine the two high schools, and we can run a boys and girls team on behalf of Redmond. Jessica said evening programming is blocked out for school programming and swim lessons through February.

Vicki Osbon, Administrative Services Manager, said the site visit was great, and the customer service staff really enjoyed it too. We also wrapped up the season at the kiosk on Sunday and it was a good season.

David Rouse, Director, said he really enjoyed the site visit too and seeing the progress being made.

Kevin Scoggin, Director, thanked everyone for their hard work. He is excited to see Shawna onboarded and working. He said her position was a much needed one.

Mercedes Bostick-Cook, Director, thanked everyone for their hard work. Mercedes asked about working with Kiwanis on a grant for the playground. Katie said that there are some grant deadlines this fall. Mercedes also asked if we received any backlash about not having soccer jerseys. Katie responded that the customer service staff has received some negative feedback regarding jersey and communication issues. Katie provided an update to the board regarding the jersey challenge. We had to pivot in August and cancel the original jersey order because the company could not fulfill our order until the middle of soccer season. Katie said that Shawna assisted the recreation staff with choosing another company who said they would be able to deliver to us before the first game, but they were not able to. Staff will be getting estimates from other shirt vendors for the upcoming basketball season and will be adjusting sports registration ending dates for future seasons by two weeks to allow extra time to order jerseys to make sure they arrive on time. Katie also said that Shawna is researching software options to improve communication between the volunteer coaches and their teams.

Katie also mentioned that she and Mercedes met with city staff and the mayor about the 35th street intersection and planned round-about. Katie said that we do not have a solution yet, but we are going to work together to try to encourage the state to come up with funding.

Public Comments:

Maria Ramirez, City of Redmond, Special Projects and Natural Resource Program Manager mentioned that she also appreciated the tour of the new building. She said the over the next couple of months the city is reevaluating their capital improvement plan. She said there are plans for a new community park to start development in 2029 and reprioritizing the capital improvement plan will move ahead due to some land use challenges they need to start working through now. She said she will bring the capital improvement plan to the December board meeting if the RAPRD board is interested in seeing it.

8. Adjournment

Mercedes Bostick-Cook adjourned the meeting at 8:27am.

Board Chair, Mercedes Bostick-Cook

Recording Secretary, Vicki Osbon

Redmond Area Park and Recreation District
Financial Summary
September 30, 2025

Summary

Sept 30, 2025 is 26% of the 2025/2026 Fiscal year.

Financial Performance By Fund

General			
Resources (% of 25/26 Budget)	0%	Resources change from FY 24/25	-81%
Expenditures (% of 25/26 Budget)	18%	Expenses change from FY 24/25	20%

	YTD FY Sep 24/25	YTD FY Sep 25/26	2025/2026 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 58,470	\$ 11,206	\$ 3,130,000	0%	10.0%
Personnel Services	\$ 93,233	\$ 115,662	\$ 575,753	20%	23.0%
Materials & Services	\$ 38,816	\$ 42,290	\$ 298,500	14%	20.0%
Debt Service			\$ -	#DIV/0!	0.0%
Capital Outlay			\$ -	0%	0.0%
Transfers & Contingency			\$ 1,770,000	0%	0.0%

Aquatic			
Resources (% of 25/26 Budget)	42%	Resources change from FY 24/25	-34%
Expenditures (% of 25/26 Budget)	33%	Expenses change from FY 24/25	-5%

	YTD FY Sep 24/25	YTD FY Sep 25/26	2025/2026 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 128,394	\$ 85,078	\$ 203,500	42%	20.0%
Personnel Services	\$ 209,556	\$ 222,355	\$ 601,000	37%	25.0%
Materials & Services	\$ 73,722	\$ 63,621	\$ 216,500	29%	25.0%
Debt Service	\$ 17,899	\$ -	\$ -	#DIV/0!	0.0%
Capital Outlay			\$ 50,000	0%	0.0%

Redmond Aquatic Club Eels (RACE)			
Resources (% of 25/26 Budget)	15%	Resources change from FY 24/25	-7%
Expenditures (% of 25/26 Budget)	16%	Expenses change from FY 24/25	-8%

	YTD FY Sep 24/25	YTD FY Sep 25/26	2025/2026 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 19,069	\$ 17,806	\$ 117,000	15%	22.0%
Personnel Services	\$ 20,622	\$ 20,230	\$ 115,600	17%	25.0%
Materials & Services	\$ 12,706	\$ 10,426	\$ 78,500	13%	23.0%

Financial Performance By Fund

Programs			
Resources (% of 25/26 Budget)	22%	Resources change from FY 24/25	-49%
Expenditures (% of 25/26 Budget)	25%	Expenses change from FY 24/25	1%

	YTD FY Sep 24/25	YTD FY Sep 25/26	2025/2026 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 187,634	\$ 96,366	\$ 436,750	22%	23.0%
Personnel Services	\$ 74,739	\$ 85,628	\$ 434,500	20%	24.0%
Materials & Services	\$ 103,395	\$ 93,854	\$ 276,550	34%	25.0%
Capital Outlay			\$ -	0%	0.0%

Parks			
Resources (% of 25/26 Budget)	81%	Resources change from FY 24/25	291%
Expenditures (% of 25/26 Budget)	19%	Expenses change from FY 24/25	-4%

	YTD FY Sep 24/25	YTD FY Sep 25/26	2025/2026 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 1,380	\$ 5,401	\$ 6,700	81%	10.0%
Personnel Services	\$ 41,142	\$ 38,343	\$ 163,500	23%	25.0%
Materials & Services	\$ 16,889	\$ 17,124	\$ 83,700	20%	25.0%
Capital Outlay			\$ 50,000	0%	0.0%

Year to Date Comparison by Program Category

YTD Detail

Property Tax Collections

FY 25/26 (Current)	-
FY 25/26 (Budget, current yr)	2,025,000
FY 24/25	13,891
FY 23/24	-
FY 22/23	-

Resources/Expense Detail

Pool Activities

Pool Activities Resources

FY 25/26 (Current)	26,245
FY 25/26 (Budget, current yr)	90,000
FY 24/25	54,162
FY 23/24	61,607
FY 22/23	48,713

Pool Activities Expenses

FY 25/26 (Current)	3,126
FY 25/26 (Budget, current yr)	15,000
FY 24/25	2,810
FY 23/24	960
FY 22/23	1,926

Youth Sport Leagues

Youth Sports League Resources

FY 25/26 (Current)	76,627
FY 25/26 (Budget, current yr)	180,000
FY 24/25	93,887
FY 23/24	90,556
FY 22/23	79,674

Youth Sports League Expenses

FY 25/26 (Current)	13,272
FY 25/26 (Budget, current yr)	93,000
FY 24/25	31,387
FY 23/24	26,242
FY 22/23	26,039

Note: Youth Sports League include: Youth Basketball, Soccer and LaCrosse

Enrichment Resources

Enrichment Resources

FY 25/26 (Current)	9,642
FY 25/26 (Budget, current yr)	74,000
FY 24/25	36,285
FY 23/24	30,679
FY 22/23	23,532

Enrichment Expenses

FY 25/26 (Current)	33,449
FY 25/26 (Budget, current yr)	49,200
FY 24/25	31,157
FY 23/24	21,494
FY 22/23	23,402

Fitness

Fitness Resources

FY 25/26 (Current)	2,092
FY 25/26 (Budget, current yr)	18,000
FY 24/25	8,583
FY 23/24	6,287
FY 22/23	2,427

Note: Fitness classes are held at the Senior Center.

Fitness Expenses

FY 25/26 (Current)	2,502
FY 25/26 (Budget, current yr)	6,500
FY 24/25	2,657
FY 23/24	3,949
FY 22/23	2,208

Adult Sport Leagues

Adult Sport League Resources

FY 25/26 (Current)	0
FY 25/26 (Budget, current yr)	23,750
FY 24/25	0
FY 23/24	0
FY 22/23	0

Adult Sport League Expenses

FY 25/26 (Current)	507
FY 25/26 (Budget, current yr)	13,250
FY 24/25	259
FY 23/24	296
FY 22/23	625

Note: Adult Sport Leagues include, Adult Softball and Adult Basketball.

Updated 10/6/25

RAPRD BOARD AGENDA COMMUNICATION

MEETING DATE: October 14, 2025

SUBJECT: Resolution #2-2025/26 – Opting Out of Attorney General's Model Public Contracting Rules and Adoption of District-Specific Rules

STAFF RESOURCE: Katie Hammer

ACTION PROPOSED: Motion to Approve Resolution #2-2025-26.

BACKGROUND:

Resolution #2-2025/26 formally opts the Redmond Area Park and Recreation District (RAPRD) out of the Attorney General's Model Public Contracting Rules and adopts customized public contracting rules tailored to the District's operational needs. This action affirms the District's authority under ORS 279A.065(5) to prescribe its own rules, incorporating selected portions of the Model Rules while establishing exemptions and procedures specific to RAPRD.

- In 2003, the Oregon Legislature enacted HB 2341, replacing ORS Chapter 279 with the Public Contracting Code (ORS Chapters 279A, 279B, and 279C), effective March 1, 2005.
- Absent local action, public agencies default to the Attorney General's Model Rules (OAR Chapter 137, Divisions 46–49).
- RAPRD has operated under these default rules.
- ORS 279A.065(5) allows local contract review boards to adopt alternative rules, provided they are consistent with the Public Contracting Code.
- This resolution affirms the District Board's role as the Local Contract Review Board and adopts District-specific rules and exemptions (Exhibits A and B), including selected modifications to the Model Rules.

RECOMMENDED MOTION: I move to approve Resolution #2-2025/26, on behalf of Redmond Area Park and Recreation District and on behalf of the District's Local Contract Review Board.

Redmond Area Park & Recreation District
RESOLUTION # 2-2025/26

**JOINT RESOLUTION OF THE BOARD OF DIRECTORS AND LOCAL CONTRACT
REVIEW BOARD OPTING OUT OF THE ATTORNEY GENERAL'S MODEL
PUBLIC CONTRACTING RULES AND AMENDING PUBLIC CONTRACTING
RULES FOR THE REDMOND AREA PARK AND RECREATION DISTRICT**

WHEREAS, it is the policy of the Redmond Area Park and Recreation District (District) that a sound and responsive public contracting system should allow impartial, meaningful, and open competition, preserving formal competitive selection as the standard for public contracts unless otherwise specifically exempted herein, by state law, or by subsequent ordinance or resolutions; and

WHEREAS, the Oregon Legislature adopted HB 2341 (2003 Oregon Laws, Chapter 794), which was signed by the Governor with an operative date of March 1, 2005. This Act repealed Oregon Revised Statutes ("ORS") Chapter 279 (with minor exceptions) and replaced it with three new subchapters: ORS 279A, 279B, and 279C. These three subchapters, together, constitute the Public Contracting Code (or Code). Any District rules and exemptions previously adopted under ORS Chapter 279 expired on March 1, 2005; and

WHEREAS, absent any action by the Local Contract Review Board on or after March 1, 2005, the District has operated under the Public Contracting Model Rules adopted by the Attorney General under ORS subchapters 279A, 279B, and 279C, as set forth in Oregon Administrative Rules Chapter 137, Divisions 46, 47, 48 and 49 (the "Model Rules"); and

WHEREAS, in order to adopt new public contracting rules that differ from the Model Rules, under ORS 279A.065(5), the District Board must specifically state that the Model Rules adopted by the Attorney General do not apply to District and prescribe its own public contracting rules, which may include portions of the Attorney General's Model Rules. The Local Contract Review Board may also adopt rules for public contracting not covered by the Model Rules, as long as they do not conflict with the Public Contracting Code; and

WHEREAS, the Public Contracting Code divides powers and duties for contracting into two categories: those that must be performed by the "Local Contract Review Board"; and those that must be performed by the "Contracting Agency"; and

WHEREAS, pursuant to ORS 279A.060, the District Board is the Local Contract Review Board for District and, as such, is authorized to act on all such matters on behalf of the District, adopt Public Contracting Rules, and establish procedures for amendment of such rules; and

WHEREAS, the Local Contract Review Board may designate certain personal service contracts or classes of service contracts as personal service contracts, which are not subject to the procedural requirements of the Public Contracting Code or the Model Rules; and

WHEREAS, District recognizes it may exempt certain public improvement contracts or classes of such contracts under ORS 279C.335; and

WHEREAS, the District Board additionally requests that the District's Local Contract Review Board approve the classes of special procurements set forth in the attached rules, based upon the findings set forth in Exhibit A to this Resolution.

NOW, THEREFORE, it is resolved as follows:

1. The District Board of Directors (District Board) is hereby designated to continue as the Local Contract Review Board of the District and shall have all of the rights, powers and authority necessary to carry out the provisions of Chapters 279A, 279B, and 279C (the "Public Contracting Code") and attached Rules. Except as otherwise provided in this Resolution, the definitions established in the attached Rules apply herein. The term "Contracting Agency" as used in the attached Rules includes Contracting Agency's chief administrative officer, his or her designee, or any other purchasing agent designated by District policy. Those individuals are hereby designated as District's Contracting Agency and may exercise all authorities, powers and duties granted to a Contracting Agency under the Public Contracting Code and attached Rules, unless otherwise established by District policy.

2. The above recitals and Exhibit A are hereby adopted by the District Board, sitting as the Local Contract Review Board, as findings of fact supporting approval of the District Board's request for classes of special procurement and public improvement contract exemptions.

3. The Model Rules adopted by the Attorney General pursuant to ORS 279A.065, including any implementing Oregon public contracting amendments from the 2023 legislative session, do not and will not apply to District. Instead, the District hereby prescribes the following Rules, which include portions of the Attorney General's Model Rules, as the Rules of Procedure that the District will use for its public contracting: Public Contracting Rules Chapter 137, Divisions 46, 47, 48 and 49. While the numbering of these Rules reflects the numbering system of the Attorney General's Model Rules, they incorporate District changes to the Model Rules, and, therefore, are not the Attorney General's promulgated administrative rules. District exemptions are also set forth in these Rules, as numbered Exemptions 1 through 18 (E-1 through E-18). All above-referenced Rules are attached to this Resolution as Exhibit B, and incorporated herein by this reference.

4. In accordance with ORS 279A.065(6)(b), the District shall review its Public Contracting Rules adopted herein each time the Attorney General modifies its Model

Rules in order to determine whether amendments are required to ensure statutory compliance.

5. Amendments to these Rules and new rules shall be adopted in accordance with this Resolution and the Public Contracting Code. Special procurement requests and approvals shall be made in accordance with Division 47 of the attached Rules and ORS 279B.085. Public improvement contract exemption procedures, including notice and public hearing requirements, shall be made in accordance with Division 49 of the attached Rules and ORS 279C.335.

6. The Model Cost Accounting Guidelines developed by the Oregon Department of Administrative Services pursuant to Section 3, Chapter 869, Oregon Laws 1979 are hereby adopted as the District's Cost Accounting System to apply to public improvement projects exceeding \$5,000 and constructed with District's own equipment or personnel. ORS 279C.310. For such public improvement projects estimated to cost more than \$200,000, or for certain road maintenance projects exceeding \$125,000, District shall also comply with the requirements of ORS 279C.305.

7. All previously adopted resolutions establishing public contracting rules for District are hereby repealed.

DATED this 14th day of October, 2025.

Mercedes Cook-Bostick, Board Chair
Board of Directors

Mercedes Cook-Bostick, Board Chair
Local Contract Review Board

ATTEST:

ATTEST:

Vicki Osbon, Recording Secretary
Board of Directors

Vicki Osbon, Recording Secretary
Local Contract Review Board

EXHIBIT A

FINDINGS IN SUPPORT OF RESOLUTION #2 2025-26 ADOPTING PUBLIC CONTRACTING CODE RULES

ORS 279B.085 and 279C.335 authorize Redmond Area Park and Recreation District's (District) Board of Directors, sitting as District's Local Contract Review Board, to approve findings submitted and exemptions requested by District's Board of Directors upon adoption of appropriate findings, to establish special selection, evaluation and award procedures for, or exempt from competition, the award of a specific contract or classes of contracts.

Pursuant to that authority, the Board makes the following findings in support of Resolution #2-2025-26, which establishes exempt classes of contracts and the solicitation methods for their award:

No Findings Required

Pursuant to ORS 279A.025 and 279A.055, the Board is not required to adopt findings with respect to the solicitation methods and awards of the following classes of contracts identified in District's Public Contracting Rules 2023, Class Exemptions:

E-4	Contracts for Price Regulated Items
E-6	Investment Contracts
E-12	Insurance, Employee Benefit
E-17	Personal Service Contracts
E-18	Liability Insurance Contracts

The above Rules govern subjects specifically authorized by state law and, therefore, require no local exemption.

Specific Findings for Public Improvement Class Exemption

The Board approves the following specific findings for the use of a Request for Proposal alternative contracting method for public improvement contracts estimated to cost over \$100,000 and also finds that the establishment of this class of contracts and the method approved for their award:

1. Is unlikely to encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and
2. The awarding of public improvement contracts under each exemption will result in substantial cost savings to District.

These conclusions are based on the following general findings:

- A. Operational, budget, and financial data. Where various criteria, which may or may not include cost, must be weighed in order to select an appropriate contractor for the desired project, the formal competitive bidding process costs of up to \$7,000 are a significant budgetary waste in that the most qualified contractor for the project may not be the lowest responsible bidder;
- B. Public benefits. Exempting contracts from competitive bidding requirements and instead utilizing statutory competitive proposal procedures will protect and preserve public funds, enable greater competition between the most qualified contractors, and result in a better product which meets the public's and District's needs;
- C. Value engineering, Specialized expertise required, Technical complexity. Only through a competitive proposal process can District weigh, evaluate and select the type of expertise needed to address the technical complexities of a particular public improvement project. Competitive proposals allow the District to determine which contractor may best provide such services. These are qualities not reflected in cost, where a determination on cost alone could forfeit these valuable and essential attributes;
- D. Public safety. Utilizing a competitive proposal process as opposed to competitive bidding can ensure high quality, more safely constructed facilities through the construction period, and after completion. Capitalizing upon design and construction planning and compatibility can also allow earlier use of public facilities even while construction continues;
- E. Market conditions. The increased availability of and need for technical expertise, value engineering, or other types of specialized expertise, as well as a need to investigate the compatibility, experience and availability of contractors require that certain public improvement contracts be awarded based upon an evaluation of a number of criteria, rather than simply cost.

Specific Findings for Special Classes and Methods of Award for Contracts Other Than Public Improvements.

The Board approves the specific findings for the establishment of special solicitation methods for the classes of public contracts described below and also finds that the establishment of each class of contracts and methods approved for their award:

- 1. Is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because such exemptions still require alternative contracting procedures, ensuring:

- (1) reasonable competition; (2) the best contract price for the public; and (3) a cost-effective process for both contractors and District;
2. The awarding of public contracts under these exemptions will result in substantial cost savings to District because District will avoid costs associated with unnecessary documentation and procedures, where it is unmerited by the type and/or relatively low cost of the contracts; and
 3. The awarding of public contracts pursuant to any of the requested exemptions substantially promotes the public interest in a manner that could not practicably be realized by formal competitive solicitation procedures, given the fact that such exemptions facilitate smooth operation of District's administration and operations, include procedures and mechanisms to ensure the best product, service or outcome is obtained at the least cost to the public and District, and identified classes address areas of public contracting left unresolved by state statute which are essential for District's operations, such as awarding personal service contracts, purchasing used personal property, and disposing of surplus personal property.

Specifically, the Board finds:

E-2 – Advertising Contracts.

Alternate Award Process. In District's discretion. The process selected may be competitive or non-competitive.

Cost Savings and Other Benefits. Size of and frequency of average advertisement (including all notices required to be published by District) does not justify the cost of solicitation. Period of time from recognition of need to advertise until advertising date is too short to issue solicitation.

Effect on Competition. The potential market is limited because not all advertisers work in every market. Choice of advertising medium is somewhat price sensitive, but primarily driven by location and size of circulation in comparison with District's target audience.

No Favoritism. Not applicable due to the lack of competitors and specialized contracting needs.

E-3 – Equipment Repair and Overhaul.

Alternate Award Process. As needed, in District's discretion.

Cost Savings and Other Benefits.

1. Pre-contract pricing is difficult to obtain and cannot be relied upon.

2. District has discretion to decide whether costs of solicitation are justified in relationship to size of contract and availability of skilled technicians to repair the specific equipment.
3. Delay required for solicitation would impair District's ability to respond to equipment breakdown and be injurious to the public interest.
4. Experience with contractor is crucial because reliability over the course of several projects is important.

Effect on Competition. Allows contractor to be selected based on ability to provide accurate, reliable and fast service.

Effect on Favoritism. Favoritism will not be greater than if statutory request for proposals process is used.

E-5 - Copyrighted Materials.

Alternate Award Process. As needed, in District's discretion.

Cost Savings and Other Benefits. Necessary to allow District to acquire special needs products that are unique.

Effect on Competition. None. There is no competitive market for a unique product. Copyrighted materials are generally acquired from a sole-source copyright holder, as used property, or by donation.

No Favoritism. Not applicable due to the lack of competitors and specialized contracting needs.

E-7 – Requirements Contracts.

Alternate Award Process. Original contract must be based on a competitive process.

Cost Savings and Other Benefits. Size and frequency of procurements does not justify the cost of solicitation. Period of time from recognition of need until good or service required too short to issue solicitation.

Effect on Competition. Minimal, due to underlying competitive process and requirement to renew contract via formal solicitation at least every five years.

Effect on Favoritism. Minimal, due to underlying competitive process and requirement to renew contract via formal solicitation at least every five years.

E-8 – Office Copier Purchases.

Alternate Award Process. Original contract must be based on a competitive process.

Cost Savings and Other Benefits. Size and frequency of procurements does not justify the cost of solicitation. Period of time from recognition of need until good or service required too short to issue solicitation.

Effect on Competition. Minimal, due to underlying competitive process and requirement to renew contract via formal solicitation at least every five years. In addition, rule requires evaluation and award based upon multiple factors, not just cost.

Effect on Favoritism. Minimal, due to underlying competitive process and requirement to renew contract via formal solicitation at least every five years. In addition, rule requires evaluation and award based upon set factors, in addition to cost.

Other Factors. Allows Contracting Agency to address emergency circumstances. Cannot anticipate when immediate replacement or repairs will be needed to ensure normal operations.

E-9 - Manufacturer Direct Supplies.

Alternate Award Process. Subject to cost saving analysis.

Cost Savings and Other Benefits. Allowed only after a formal solicitation is completed and manufacturer's price is less than offers received. Cost of formal solicitation, therefore not merited.

Effect on Competition. None. Allowed only after assessment of manufacturer's costs to distributor within the same pool of potential contractors that would be qualified to respond to an invitation to bid.

Effect on Favoritism. None. Allowed only after assessment of manufacturer's costs to distributor within the same pool of potential contractors that would be qualified to respond to an invitation to bid.

Other Factors. Allowed on a contract-by-contract basis and shall not result in an ongoing price agreement, further fostering competition.

E-10 – Gasoline, Diesel Fuel, Heating Oil, Lubricants and Asphalt.

Alternate Award Process. Intermediate procurement process.

Cost Savings and Other Benefits. Frequency and amount of exempt item purchases do not justify the cost of solicitation. Period of time from recognition of need through contract award too long for needed purchases of exempt fungible goods.

Effect on Competition. Minimal. Intermediate procurement process surveys market and ensures level of competition appropriate for these frequently purchased goods.

Effect on Favoritism. Purchase based on cost. Intermediate procurement process sufficiently avoids any favoritism.

E-11 – Hazardous Material Removal; Oil Cleanup.

Alternate Award Process. Rule encourages competitive procedures to the extent reasonable under the circumstances.

Cost Savings and Other Benefits. Avoids unnecessary cost and delay associated with procurement procedures when most qualified available contractor required for immediate performance. Primary consideration is public safety and compliance with hazardous material laws.

Effect on Competition. Minimal, given competitive procedures encouraged by Rule and supporting findings describing circumstance requiring clean up.

Effect on Favoritism. Minimal, given competitive procedures encouraged by Rule and supporting findings describing circumstance requiring clean up.

Other Factors. Exemption necessary to ensure District's ability to comply with State law governing hazardous materials.

E-13 – Medical and Laboratory Supplies.

Alternate Award Process. Direct award to different vendors allowed, following initial competitive solicitation process.

Cost Savings and Other Benefits. Frequency and amount of exempt item purchases do not justify the cost of solicitation. Period of time from recognition of need through contract award too long for needed purchases of exempt fungible goods.

Effect on Competition. Minimal. Intermediate procurement process surveys market and ensures level of competition appropriate for these frequently purchased goods.

Effect on Favoritism. Purchase based on cost. Intermediate procurement process sufficiently avoids any favoritism.

E-14 – Concession Agreements.

Alternate Award Process. When in District's best interest, a competitive proposal solicitation will be used.

Cost Savings and Other Benefits. Allows District to take advantage of unique revenue opportunities.

Effect on Competition. Responds to unique opportunities for which the number of competitors may range from none to many.

Effect on Favoritism. No impact. Responds to unique opportunities.

Other Factors. Not a contract for the acquisition or disposal of goods, or services or public improvements. Most similar to personal services contract because the quality of the concession may be more important than price factors. Variation in types and sizes of concession opportunities is too great to provide a single method of solicitation. Statutory public contracting requirements may not apply. May not be a public contract. Most similar to personal services contract. Findings may not be required.

E-15 – Used Personal Property, Purchase of.

Alternate Award Process. Rule requires individualized ORS 279B.085 findings and an intermediate procurement process, where feasible.

Cost Savings and Other Benefits. Allows District to take advantage of unique opportunity to acquire needed goods and services for discounted prices.

Effect on Competition. No impact. Responds to unique opportunities.

Effect on Favoritism. No impact. Responds to unique opportunities.

E-16 – Surplus Personal Property, Disposition of.

Alternate Award Process. Any means in District's best interest, after making individualized ORS 279B.085 findings. Items with a residual value of more than \$10,000 require Local Contract Review Board prior authorization.

Cost Savings and Other Benefits.

1. Avoids unnecessary solicitation expense by allowing District to determine whether cost of solicitation is justified by value of surplus property.
2. Allows District to establish programs for donation to charitable organizations.

Effect on Competition. No impact. Responds to unique opportunities.

Effect on Favoritism. No impact. Responds to unique opportunities.

Other Factors. Variations in the type, quantity, quality and opportunities for recycling of surplus property are too large to have this class of contracts governed by a single solicitation method.

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PUBLIC CONTRACTING RULES

2023

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PUBLIC CONTRACTING RULES 2023

DIVISION 46

GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTING

137-046-0100

Application; Federal Law Supremacy

(1) These Public Contracting Rules (Rules) set forth the rules of procedure for Public Contracting of Contracting Agencies subject to these Rules. These 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 through ORS 279C.870, and notwithstanding ORS chapters 279A, 279B, and ORS 279C.005 through 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 through 279C.670 or these rules, or require additional conditions in Public Contracts not authorized by ORS chapters 279A, 279B, and ORS 279C.005 through 279C.670 or these Rules.

(4) These division 46 rules become effective upon adoption, and apply to Public Contracts first advertised, but if not advertised then entered into, on or after that date.

Stat. Auth.: ORS 279A.065

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

137-046-0110

Definitions for the Rules

Unless the context of a specifically applicable definition in the Code requires otherwise, capitalized terms used in the Rules will have the meaning set forth in the division of the Rules in which they appear, and if not defined there, the meaning set forth in these division 46 rules, and if not defined there, the meaning set forth in the Code. The following terms, when capitalized in these Rules, shall have the meaning set forth below:

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

(2) “**Award**” means, as the context requires, either the act or occurrence of the Contracting Agency’s identification of the Person with whom the Contracting Agency will enter into a Contract following the resolution of any protest of the Contracting Agency’s selection of that Person, and the completion of all Contract negotiations.

(3) “**Bid**” means a written response to an Invitation to Bid.

(4) “**Closing**” means the date and time announced in a Solicitation Document as the deadline for submitting Offers.

(5) “**Code**” means the Public Contracting Code, as defined in ORS 279A.010.

(6) “**Competitive Range**” means the Proposers with whom the Contracting Agency will conduct discussions or negotiations if the Contracting Agency intends to conduct discussions or negotiations in accordance with Rules 137-047-0262 or 137-049-0650.

(7) “**Contract**” means a contract for sale or other disposal, or a purchase, lease, or other acquisition, by a Contracting Agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. “Contract” does not include grants.

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

(9) “**Contracting Agency**” means a public body authorized by law to conduct a procurement. “Contracting Agency” includes any person authorized by a Contracting Agency to conduct procurements on the Contracting Agency’s behalf.

(10) “**Contract Review Authority**” means the Local Contracting Agency’s Local Contract Review Board determined as set forth in ORS 279A.060.

- (11) **"Contractor"** means the Person with whom a Contracting Agency enters into a Contract.
- (12) **"DBE Disqualification"** means a disqualification, suspension or debarment pursuant to ORS 200.065, 200.075 or 279A.110.
- (13) **"Descriptive Literature"** means the Offeror's materials submitted to provide information concerning the products or services available in response to a Solicitation Document.
- (14) **"Electronic Advertisement"** means notice of a Contracting Agency's request for Offers, request for quotes, request for information or other document inviting participation in the Contracting Agency's Procurements available over the Internet via (a) the World Wide Web or some other Internet protocol; or (b) a Contracting Agency's Electronic Procurement System. An Electronic Advertisement may include a Solicitation Document.
- (15) **"Electronic Offer"** means a response to a Contracting Agency's request for Offers or request for quotes submitted to a Contracting Agency via email or through the Contracting Agency's Electronic Procurement System.
- (16) **"Electronic Procurement System"** means an information system that Persons may access through the Internet, using the World Wide Web or some other Internet protocol, or that Persons may otherwise remotely access using a computer, that enables a Contracting Agency to post Electronic Advertisements, receive Electronic Offers, and conduct other activities related to a Procurement.
- (17) **"Goods and Services"** or **"Goods or Services"** has the meaning set forth in ORS 279A.010(1)(j).
- (18) **"Invitation to Bid"** or **"ITB"** means all documents used for soliciting Bids in accordance with either ORS 279B.055, or 279C.335.
- (19) **"Offer"** means a written response to a Solicitation Document.
- (20) **"Offeror"** means a Person who submits an Offer.
- (21) **"Opening"** means the date, time and place announced in the Solicitation Document for the public opening of Written sealed Offers.
- (22) **"Person"** means 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 that has the legal capacity to enter into a contract.
- (23) **"Personal Services"** means the services or type of services performed under a Personal Services Contract.
- (24) **"Personal Services Contract"** or **"Contract for Personal Services"** means a contract primarily for the provision of services that require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers, unless specifically exempt from the Code. For any single contract or class of contracts, the Contracting Agency shall have the discretion to determine whether additional types of services not specifically mentioned in this definition are personal services.
- (25) **"Product Sample"** means 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.
- (26) **"Proposal"** means a written response to a Request for Proposals.
- (27) **"Request for Proposals"** or **"RFP"** means all documents used for soliciting Proposals in accordance with ORS.279B.060, 279C.110 or Rule 137-049-0650.
- (28) **"Responsible Offeror"** (also, **"Responsible Bidder"** or **"Responsible Proposer,"** as applicable) means a Person that has submitted an Offer and meets the standards set forth in Rules 137-047-0640 or 137-049-0390(2), and that has not been debarred or disqualified by the Contracting Agency under Rules 137-047-0575 or 137-049-0370. When used alone, **"Responsible"** means meeting the aforementioned standards.
- (29) **"Responsive Offer"** (also, **"Responsive Bid"** or **"Responsive Proposal,"** as applicable) means an Offer that substantially complies in all material respects with applicable solicitation requirements. When used alone, **"Responsive"** means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.
- (30) **"Signed"** or **"Signature"** means 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.
- (31) **"Solicitation Document"** means an Invitation to Bid, Request for Proposals or other document issued to invite Offers from prospective Contractors pursuant to ORS Chapter 279B or ORS Chapter 279C.
- (32) **"Specification"** means 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 a 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.

(33) **“Work”** means the furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a Contract and successful completion of all duties and obligations imposed by the Contract.

(34) **“Written”** or **“Writing”** means conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words. It also includes electronic transmissions or facsimile documents when required by applicable law or permitted by a Solicitation Document or Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

137-046-0120

Policy

Contracting Agencies subject to the Code shall conduct Public Contracting to further the policies set forth in ORS 279A.015, elsewhere in the Code, and in these Rules.

Stat. Auth.: ORS 279A.065

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

137-046-0130

Application of the Code and Rules; Exceptions

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

(2) Neither the Code nor these Rules apply to the contracts or the classes of contracts described in ORS 279A.025(2).

(3) Contracting Agencies otherwise subject to the Code and these Rules may enter into Public Contracts under a federal program pursuant to ORS 279A.180 without following the procedures set forth in ORS 279B.050 through ORS 279B.085.

(4) Contracting Agencies otherwise subject to the Code and these Rules may enter into contracts for Goods or Services with non-profit agencies providing employment opportunities for disabled individuals pursuant to ORS 279.835 through 279.855 without following the source selection procedures set forth in either ORS 279A.200 through ORS 279A.225, or ORS 279B.050 through ORS 279B.085. However, Contracting Agencies must enter into such contracts in accordance with any applicable administrative rules promulgated by the Department of Administrative Services.

Stat. Auth.: ORS 279A.065

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

MINORITIES, WOMEN AND EMERGING SMALL BUSINESSES

137-046-0200

Affirmative Action; Limited Competition Permitted

(1) Pursuant to ORS 279A.100, a Contracting Agency may limit competition on Public Contracts for Goods and Services, or on other Public Contracts with an estimated cost of \$50,000 or less to carry out affirmative action policies, in accordance with policies and procedures established by the Public Contracting Agency.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.100

137-046-0210

Subcontracting to and Contracting with Emerging Small Businesses; DBE Disqualification

(1) As set forth in ORS 279A.105, a Contracting Agency 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 Contracting Agency 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 Contracting Agency shall determine in each particular instance what proportion of a contractor's subcontractor's employees or subcontractors constitute a substantial number.

(3) Contracting Agencies shall include in each Solicitation Document a requirement that Offerors certify in their Offers in a form prescribed by the Contracting Agency, that the Offeror has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a veteran, as defined in ORS 200.005, owns.

(4) DBE Disqualification.

(a) A Contracting Agency may disqualify a Person from consideration of Award of the Contracting Agency's 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) The Contracting Agency shall provide Written notice to the Person of a proposed Disqualification. The Contracting Agency shall deliver the Written notice by personal service or by registered or certified mail, return receipt requested. This notice shall:

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

(B) Set forth the reasons for the DBE 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 Contracting Agency 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 DBE Disqualification period; and

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

(c) Hearing. The Contracting Agency shall schedule a hearing upon the Contracting Agency's receipt of the Person's timely request. The Contracting Agency 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.

(d) Notice of Disqualification. The Contracting Agency shall provide Written notice of the Disqualification to the Person. The Contracting Agency shall deliver the Written notice by personal service, or by registered or certified mail, return receipt requested. The notice shall contain:

(A) The effective date and period of DBE Disqualification;

(B) The grounds for DBE Disqualification; and

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

(5) **Contract and Subcontract Conditions**. If a Contracting Agency awards a Contract to an Offeror that has been determined to be responsible under ORS 200.005(8) and 200.045(3), or awards a Contract under ORS 279A.100:

(a) The Contracting Agency must provide, as a material condition of the Contract:

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

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

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

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

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

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

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 200.065, ORS 200.075, ORS 279A.065, ORS 279A.105, ORS 279A.107 & ORS 279A.110

CONTRACT PREFERENCES

137-046-0300

Preference for Oregon Goods and Services; Nonresident Bidders

(1) **Award When Offers Identical.** When a Contracting Agency receives Offers identical in price, fitness, availability and quality, and chooses to award a Contract, the Contracting Agency shall award the Contract based on the following order of precedence:

- (a) The Agency shall award the Contract to the Offeror among those submitting identical offers that is offering Goods or Services or Personal Services that have been manufactured or produced in Oregon.
- (b) If two or more Offerors submit identical Offers, and both offer Goods or Services or Personal Services manufactured or produced in Oregon, the Contracting Agency shall award the Contract by drawing lots among the identical Offers offering Goods or Services or Personal 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 Contracting Agency receives identical Offers, and none of the identical Offers offer Goods or Services or Personal Services manufactured or produced in Oregon, then the Contracting Agency 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 Contracting Agency shall consider Offers identical in price, fitness, availability and quality as follows:

- (a) Bids received in response to an Invitation to Bid are identical in price, fitness, availability and quality if the Bids are Responsive, and offer the Goods or Services or Personal 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 Contracting Agency determines, in writing, that two or more Proposals are equally advantageous to the Contracting Agency.
- (d) Offers received in response to an intermediate Procurement conducted pursuant to ORS 279B.070 are identical if the Offers equally best serve the interests of the Contracting Agency in accordance with ORS 279B.070(4).

(3) **Determining if Goods or Services or Personal Services are Manufactured or Produced in Oregon.**

For the purposes of complying with section 1 of this Rule, Contracting Agencies may request, either in a Solicitation Document, following Closing, or at any other time determined appropriate by the Contracting Agency, any information the Contracting Agency determines is appropriate and necessary to allow the Contracting Agency to determine if the Goods or Services or Personal Services are manufactured or produced in Oregon. A Contracting Agency may use any reasonable criteria to determine if Goods or Services or Personal Services are manufactured or produced in Oregon, provided that the criteria reasonably relate to that determination, and provided that the Contracting Agency 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 Contracting Agency 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.

(5) **Discretionary Preference and Award.**

(a) Under ORS 279A.128, a Contracting Agency may provide, in a Solicitation Document for Goods, Services or Personal Services, a specified percentage preference of not more than: (i) ten percent for

Goods fabricated or processed entirely in Oregon or Services or Personal Services performed entirely in Oregon; or (ii) five percent for Goods or Services provided by a benefit company that is incorporated, organized, formed or created under ORS 60.754, that submits with a bid or proposal a certificate of existence issued under ORS 60.027 and has the majority of the benefit company's regular, full-time workforce located in Oregon at the time the benefit company submits the bid or proposal.

(b) When the Contracting Agency provides for a preference under this Section, and more than one Offeror qualifies for the preference, the Contracting Agency may give a further preference to a qualifying Offeror that resides in or is headquartered in Oregon.

(c) A Contracting Agency may establish a preference percentage higher than the percentages authorized in (5)(a) of this Rule by written order that finds good cause to establish the higher percentage and which explains the Contracting Agency's reasons and evidence for finding good cause to establish a higher percentage and which explains the Contracting Agency's reasons and evidence for finding good cause to establish a higher percentage.

(d) The Contracting Agency may not apply the preferences described in this Section in a Procurement for emergency work, minor alterations, ordinary repairs or maintenance of public improvements, or construction work that is described in ORS 297C.320.

Stat. Auth.: ORS 279A.065 & ORS 279A.128

Stats. Implemented: ORS 279A.065, ORS 279A.120 & ORS 279A.128

137-046-0310

Reciprocal Preferences

(1) When evaluating Bids pursuant to Rules 137-047-0255, 137-047-0257 or 137-049-0390, Contracting Agencies 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 Contracting Agency may rely on the list prepared and maintained by the Department of Administrative Services 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.

Stat. Auth.: ORS 279A.065

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

137-046-0320

Preference for Recycled Materials

(1) In comparing goods from two or more Offerors, if at least one Offeror offers goods manufactured from recycled materials, and at least one Offeror does not, a Contracting Agency shall select the Offeror offering goods manufactured from recycled materials if each of the conditions specified in ORS 279A.125(2) exists. When making the determination under ORS 279A.125(2)(d), the Contracting Agency shall consider the costs of the goods following any adjustments the Contracting Agency makes to the price of the goods after evaluation pursuant to Rule 137-046-0310.

(2) For the purposes of this Section, a Contracting Agency shall determine if goods are manufactured from recycled materials in accordance with standards established by the Contracting Agency.

Stat. Auth.: ORS 279A.065

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

COOPERATIVE PROCUREMENT

137-046-0400

Authority for Cooperative Procurements

(1) Contracting Agencies may participate in, sponsor, conduct or administer Joint Cooperative Procurements, Permissive Cooperative Procurements and Interstate Cooperative Procurements in accordance with ORS 279A.200 through 279A.225.

(2) Each Purchasing Contracting Agency shall determine, in Writing, whether the solicitation and award process for an Original Contract arising out of a Cooperative Procurement is substantially equivalent to those identified in ORS 279B.055, ORS 279B.060 or ORS 279B.085 consistent with ORS 279A.200(2).

Stat. Auth.: ORS 279A.065

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

137-046-0410**Responsibilities of Administering Contracting Agencies and Purchasing Contracting Agencies**

(1) If a Contracting Agency is an Administering Contracting Agency of a Cooperative Procurement, the Contracting Agency may establish the conditions under which Persons may participate in the Cooperative Procurements administered by the Administering Contracting Agency. Such conditions may include, without limitation, whether each Person that participates in the Cooperative Procurement must pay administrative fees to the Administering Contracting Agency, whether the participants must enter into a written agreement with the Administering Contracting Agency, or any other matters related to the administration of the Cooperative Procurement and the resulting Original Contract. A Contracting Agency that acts as an Administering Contracting 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 Purchasing Contracting Agencies' compliance with the Code or these Rules.

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

- (a) The extent to which the Purchasing Contracting Agency may participate in the Cooperative Procurement,
- (b) The advertisement of the solicitation document related to the Cooperative Procurement, and
- (c) Public notice of the Purchasing Contracting Agency's intent to establish Contracts or Price Agreements based on a Cooperative Procurement.

Stat. Auth.: ORS 279A.065

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

137-046-0420**Joint Cooperative Procurements**

A Contracting Agency that chooses to participate in, sponsor, conduct or administer a Joint Cooperative Procurement may do so only in accordance with ORS 279A.210.

Stat. Auth.: ORS 279A.065

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

137-046-0430**Permissive Cooperative Procurements**

A Contracting Agency that chooses to participate in, sponsor, conduct or administer a Permissive Cooperative Procurement may do so only in accordance with ORS 279A.215.

Stat. Auth.: ORS 279A.065

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

137-046-0440**Advertisements of Intent to Establish Contracts or Price Agreements through a Permissive Cooperative Procurement**

(1) A Purchasing Contracting Agency 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 Purchasing Contracting Agency estimates that it will spend in excess of \$250,000 on Goods and Services or Personal Services acquired under the Contract or Price Agreement.

(2) For purposes of determining whether a Purchasing Contracting Agency must give the notice required by Rule 137-046-0440(1), a Purchasing Contracting Agency 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 Purchasing Contracting Agency's Contract or Price Agreement arising out of the Permissive Cooperative Procurement expressly provides that the Purchasing Contracting Agency 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 Purchasing Contracting Agency'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 Purchasing Contracting Agency enters into the Contract or Price Agreement, the Purchasing Contracting Agency reasonably contemplates, based on historical or other data available to the Purchasing Contracting Agency, that the total payments it will make for Goods or Services or Personal 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 Rule 137-046-0440(1) shall contain the information required by ORS 279A.215(2)(b), and Agency shall advertise the notice in the same manner as provided in ORS 279B.055(4)(b) and (c). Unless the Purchasing Contracting Agency sets forth a different time period in the notice, the Purchasing Contracting Agency shall give the notice required by this Section no fewer than 7 days before the deadline for submitting comments regarding the Purchasing Contracting Agency's intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.

(4) An Administering Contracting Agency that intends to establish a Contract or Price Agreement arising out of the Permissive Cooperative Procurement it administers may satisfy the notice requirements set forth in Rules 137-046-0440(1) and (3) by including the information required by ORS 279A.215(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 Administering Contracting Agency'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 ORS 279A.215(2), ORS 279A.215(3) and these Rules.

(5) 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 ORS 279A.215(3)(c).

Stat. Auth.: ORS 279A.065

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

137-046-0450

Interstate Cooperative Procurements

A Contracting Agency that chooses to participate in, sponsor, conduct or administer an Interstate Cooperative Procurement may do so only in accordance with ORS 279A.220.

Stat. Auth.: ORS 279A.065

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

137-046-0460

Advertisements of Interstate Cooperative Procurements

(1) The Solicitation Document for an Interstate Cooperative Procurement is advertised in Oregon for purposes of ORS 279A.220(2)(a) if it is advertised in Oregon in compliance with ORS 279B.055(4) or ORS 279B.060(4) by:

(a) The Administering Contracting Agency;

(b) The Purchasing Contracting Agency;

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

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

(2) A Purchasing Contracting Agency or the Cooperative Procurement Group of which the Purchasing Contracting Agency is a member satisfies the advertisement requirement under ORS 279A.220(2)(b) if the notice is advertised in the same manner as provided in 279B.055(4)(b) and (c).

(3) The Purchasing Contracting Agency shall respond to any comments on its intent to establish a contract or price agreement through an Interstate Cooperative Procurement as set forth in ORS 279A.220(3)(c).

Stat. Auth.: ORS 279A.065

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

137-046-0470

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 direct the protest to the Administering Contracting Agency, and the bidder or proposer shall make such protest in accordance with ORS 279B.400 through ORS 279B.425. If the Administering Contracting 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 Contracting 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 Contracting Agency that participates in the Cooperative Procurement, including the Administering Contracting Agency, and shall not prevent any other Purchasing Contracting Agency from

exercising any rights or seeking any remedies that may be available to it under its own Contract or Price Agreement arising out of the Cooperative Procurement.

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

Stat. Auth.: ORS 279A.065

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

137-046-0480

Contract Amendments

A purchasing Contracting Agency may amend a Contract entered into pursuant to a Cooperative Procurement as set forth in Rule 137-047-0800 for Goods and Service Contracts and Rule 137-049-0910 for Public Improvement Contracts.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

PUBLIC CONTRACTING RULES 2023

DIVISION 47

PUBLIC PROCUREMENTS FOR GOODS OR SERVICES GENERAL PROVISIONS

137-047-0100

Application

These division 47 rules implement ORS chapter 279B, Public Procurements and apply to the Procurement of Goods or Services. These division 47 rules become effective upon adoption, and apply to Contracts first advertised, but if not advertised then entered into, on or after that date.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.015

137-047-0110

Definitions

(1) “**Advantageous**” means in the Contracting Agency's best interests, as assessed according to the judgment of the Contracting Agency.

(2) “**Affected Person**” or “**Affected Offeror**” means a Person whose ability to participate in a Procurement is adversely affected by a Contracting Agency decision. See ORS 279B.410.

(3) “**Scope**” means the range and attributes of the Goods or Services described in the applicable Procurement document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

SOURCE SELECTION

137-047-0250

Methods of Source Selection

Except as permitted by ORS 279B.065 through 279B.085 and ORS 279A.200 through 279A.225, a Contracting Agency shall Award a Public Contract for Goods or Services based on Offers received in response to either competitive sealed Bids pursuant to ORS 279B.055 or competitive sealed Proposals pursuant to ORS 279B.060

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.050

137-047-0255

Competitive Sealed Bidding

(1) **Generally.** A Contracting Agency may procure Goods or Services by competitive sealed bidding as set forth in ORS 279B.055. An Invitation to Bid is used to initiate a competitive sealed bidding solicitation and shall contain the information required by ORS 279B.055(2) and by section 2 of this rule. The Contracting Agency shall provide public notice of the competitive sealed bidding solicitation as set forth in 137-047-0300.

(2) **Invitation to Bid.** In addition to the provisions required by ORS 279B.055(2), the Invitation to Bid shall include the following:

(a) General Information.

(A) Notice of any pre-Offer conference as follows:

(i) The time, date and location of any pre-Offer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) A provision that provides that statements made by the Contracting Agency's representatives at the conference are not binding upon the Contracting Agency unless confirmed by Written Addendum.

(B) The form and instructions for submission of Bids and any other special information, e.g., whether Bids may be submitted by electronic means (See Rule 137-047-0330 for required provisions of electronic Bids);

(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," as defined in ORS 279A.120(1);

(F) Bidder's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). (See Rule 137-046-0210(3));

(G) How the Contracting Agency will notify Bidders of Addenda and how the Contracting Agency will make Addenda available (See Rule 137-047-0430);

(b) Contracting Agency Need. The character of the Goods or Services the Contracting Agency is purchasing including, if applicable, a description of the acquisition, Specifications, delivery or performance schedule, inspection and acceptance requirements. Pursuant to ORS 279B.055, the Contracting Agency's description of its need to purchase must:

(A) Identify the scope of the work to be performed under the resulting Contract, if the Contracting Agency awards one;

(B) Outline the anticipated duties of the Contractor under any resulting Contract;

(C) Establish the expectations for the Contractor's performance of any resulting Contract; and

(D) Unless the Contracting Agency for good cause specifies otherwise, the scope of work must require the Contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services that the Contracting Agency is purchasing.

(c) Bidding and Evaluation Process.

(A) The anticipated solicitation schedule, deadlines, protest process, and evaluation process;

(B) The Contracting Agency shall set forth objective evaluation criteria in the Solicitation Document in accordance with the requirements of ORS 279B.055(6)(a). Evaluation criteria need not be precise predictors of actual future costs, but to the extent possible, such evaluation factors shall be reasonable estimates of actual future costs based on information the Contracting Agency has available concerning future use; and

(C) If the Contracting Agency intends to Award Contracts to more than one Bidder pursuant to Rule 137-047-0600(4)(c), the Contracting Agency shall identify in the Solicitation Document the manner in which it will determine the number of Contracts it will Award.

(d) Applicable preferences pursuant to ORS 279B.055(6)(b).

(e) Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385 and ORS 279B.110(2)(e). See, Rule 137-047-0640(1)(c)(F)(v).

(f) 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 Contracting Agency. Pursuant to ORS 279B.055, the Contract terms and conditions must specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by the resulting Contract. Those consequences may include, but are not limited to:

(A) The Contracting Agency's reduction or withholding of payment under the Contract;

(B) The Contracting Agency's right to require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the statement of work or to meet the performance standards established by the resulting Contract; and

(C) The Contracting Agency's rights, which the Contracting Agency may assert individually or in combination, to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law.

(3) **Good Cause**. For the purposes of this rule, "Good Cause" means a reasonable explanation for not requiring Contractor to meet the highest standards, and may include an explanation of circumstances that support a finding that the requirement would unreasonably limit competition or is not in the best interest of the Contracting Agency. The Contracting Agency shall document in the Procurement file the basis for the determination of Good Cause for specification otherwise. A Contracting Agency will have Good Cause to specify otherwise under the following circumstances:

(a) The use or purpose to which the Goods or Services will be put does not justify a requirement that the Contractor meet the highest prevalent standards in performing the Contract;

(b) Imposing express technical, standard, dimensional or mathematical specifications will better ensure that the Goods or Services will be compatible with or will operate efficiently or effectively with components, equipment, parts, Services or information technology including hardware, Services or software with which the Goods or Services will be used, integrated, or coordinated;

(c) The circumstances of the industry or business that provides the Goods or Services are sufficiently volatile in terms of innovation or evolution of products, performance, techniques, scientific developments, that a reliable highest prevalent standard does not exist or has not been developed;

(d) Any other circumstances in which Contracting Agency's interest in achieving economy, efficiency, compatibility or availability in the Procurement of the Goods or Services reasonably outweighs the

Contracting Agency's practical need for the highest prevalent standard in the applicable or closest industry or business that supplies the Goods or Services to be delivered under the resulting Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055

137-047-0257

Multistep Sealed Bidding

(1) **Generally.** A Contracting Agency may procure Goods or Services by using multistep sealed bidding under ORS 279B.055(12).

(2) **Phased Process.** Multistep sealed bidding is a phased Procurement process that seeks information or unpriced submittals in the first phase combined with regular competitive sealed bidding, inviting Bidders who submitted technically eligible submittals in the first phase to submit competitive sealed price Bids in the second phase. The Contract must be Awarded to the lowest Responsible Bidder.

(3) **Public Notice.** When a Contracting Agency uses multistep sealed bidding, the Contracting Agency shall give public notice for the first phase in accordance with Rule 137-047-0300. Public notice is not required for the second phase. However, a Contracting Agency shall give notice of the second phase to all Bidders, inform Bidders of the right to protest Addenda issued after the initial Closing under Rule 137-047-430, and inform Bidders excluded from the second phase of the right, if any, to protest their exclusion under Rule 137-047-0720.

(4) **Procedures Generally.** In addition to the procedures set forth in Rules 137-047-0300 through 137-047-0490, a Contracting Agency shall employ the procedures set forth in this rule for multistep sealed bidding and in the Invitation to Bid.

(5) Procedure for Phase One of Multistep Sealed Bidding.

(a) **Form.** A Contracting Agency shall initiate multistep sealed bidding by issuing an Invitation to Bid in the form and manner required for competitive sealed Bids except as provided in this Rule. In addition to the requirements set forth in Rule 137-047-0255(2), the multistep Invitation to Bid must state:

(A) That the solicitation is a multistep sealed Bid Procurement and describe the process the Contracting Agency will use to conduct the Procurement;

(B) That the Contracting Agency requests unpriced submittals and that the Contracting Agency will consider price Bids only in the second phase and only from those Bidders whose unpriced submittals are found eligible in the first phase;

(C) Whether Bidders must submit price Bids at the same time as unpriced submittals and, if so, that Bidders must submit the price Bids in a separate sealed envelope;

(D) The criteria to be used in the evaluation of unpriced submittals;

(b) **Evaluation.** The Contracting Agency shall evaluate unpriced submittals in accordance with the criteria set forth in the Invitation to Bid.

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

(a) **After** the completion of phase one, if the Contracting Agency does not cancel the Solicitation, the Contracting Agency shall invite each eligible Bidder to submit a price Bid.

(b) **A Contracting Agency** shall conduct phase two as any other competitive sealed Bid Procurement except:

(A) As specifically set forth in this Rule or the Invitation to Bid;

(B) No public notice need be given of the invitation to submit price Bids because such notice was previously given.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055

137-047-0260

Competitive Sealed Proposals

(1) **Generally.** A Contracting Agency may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060. A Request for Proposal is used to initiate a competitive sealed Proposal solicitation and shall contain the information required by ORS 279B.060(2) and by section 2 of this rule. The Contracting Agency shall provide public notice of the competitive sealed Proposal as set forth in Rule 137-047-0300.

(2) **Request for Proposal.** In addition to the provisions required by ORS 279B.060(2), the Request for Proposal shall include the following:

(a) General Information.

(A) Notice of any pre-Offer conference as follows:

(i) The time, date and location of any pre-Offer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) A provision that provides that statements made by the Contracting Agency's representatives at the conference are not binding upon the Contracting Agency unless confirmed by Written Addendum.

(B) The form and instructions for submission of Proposals and any other special information, e.g., whether Proposals may be submitted by electronic means (See Rule 137-047-0330 for required provisions of electronic Proposals);

(C) The time, date and place of Opening;

(D) The office where the Solicitation Document may be reviewed;

(E) Proposer's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). (See Rule 137-046-0210(3)); and

(F) How the Contracting Agency will notify Proposers of Addenda and how the Contracting Agency will make Addenda available. (See Rule 137-047-0430).

(b) Contracting Agency Need. The character of the Goods or Services the Contracting Agency is purchasing including, if applicable, a description of the acquisition, Specifications, delivery or performance schedule, inspection and acceptance requirements. Pursuant to ORS 279B.060(2)(c), the Contracting Agency's description of its need to purchase must:

(A) Identify the scope of the work to be performed under the resulting Contract, if the Contracting Agency awards one;

(B) Outline the anticipated duties of the Contractor under any resulting Contract;

(C) Establish the expectations for the Contractor's performance of any resulting Contract; and

(D) Unless the Contractor under any resulting Contract will provide architectural, engineering, photogrammetric mapping, transportation planning and land surveying services or related services that are subject to ORS 279C.100 to 279C.125, or the Contracting Agency for Good Cause specifies otherwise, the scope of work must require the Contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the Contracting Agency is purchasing.

(c) Proposal and Evaluation Process.

(A) The anticipated solicitation schedule, deadlines, protest process, and evaluation process.

(B) The Contracting Agency may set forth selection criteria in the Solicitation Document per ORS 279B.060(3)(e). Evaluation criteria need not be precise predictors of actual future costs and performance, but to the extent possible, such factors shall:

(i) Afford the Contracting Agency the ability to compare the Proposals and Proposers, applying the same standards of comparison to all Proposers;

(ii) Rationally reflect Proposers' abilities to perform the resulting Contract in compliance with the Contract's requirements; and

(iii) Permit the Contracting Agency to determine the relative pricing offered by the Proposers, and to reasonably estimate the costs to the Contracting Agency of entering into a Contract based on each Proposal, considering information available to the Contracting Agency and subject to the understanding that the actual Contract costs may vary as a result of the Statement of Work ultimately negotiated or the quantity of Goods or Services for which the Contracting Agency contracts.

(C) If the Contracting Agency intends to Award Contracts to more than one Proposer pursuant to Rule 137-047-0600(4)(d), the Contracting Agency must identify in the Solicitation Document the manner in which it will determine the number of Contracts it will Award.

(d) Applicable Preferences, including those described in ORS 279A.120, 279A.125(2), 282.210, and Rules 137-046-0300 through 137-046-0330.

(e) For Contracting Agencies subject to ORS 305.385, Proposer's certification of compliance with the Oregon tax laws in accordance with ORS 305.385, as applicable and ORS 279B.110(2)(e). See, Rule 137-047-0640(1)(c)(F)(v).

(f) All contractual terms and conditions the Contracting Agency determines are applicable to the Procurement. The Contracting Agency's determination of contractual terms and conditions that are applicable to the Procurement may take into consideration, as authorized by ORS 279B.060(3), those contractual terms and conditions the Contracting Agency will not include in the Request for Proposal because the Contracting Agency either will reserve them for negotiation, or will request Proposers to offer or suggest those terms or conditions. (See Rule 137-047-0262.)

(g) As required by ORS 279B.060(2)(h), the Contract terms and conditions must specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by the resulting Contract. Those consequences may include, but are not limited to:

(A) The Contracting Agency's reduction or withholding of payment under the Contract;

(B) The Contracting Agency's right to require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting Contract; and

(C) The Contracting Agency's rights, which the Contracting Agency may assert individually or in combination, to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law.

(3) The Contracting Agency may include the applicable contractual terms and conditions in the form of Contract provisions, or legal concepts to be included in the resulting Contract, and identify those contractual terms and conditions, if any, subject to negotiation per Rule 137-047-0262(3). Further, the Contracting Agency may specify that it will include or use Proposer's terms and conditions that have been pre-negotiated under Rule 137-047-0550, but the Contracting Agency may only include or use a Proposer's pre-negotiated terms and conditions in the resulting Contract to the extent those terms and conditions do not materially conflict with the applicable Contract terms and conditions. The Contracting Agency shall not agree to any Proposer's terms and conditions that were expressly rejected in a solicitation protest under Rule 137-047-0420.

(4) For multiple Award Contracts, the Contracting Agency may enter into Contracts with different terms and conditions with each Contractor to the extent those terms and conditions do not materially conflict with the applicable contractual terms and conditions. The Contracting Agency shall not agree to any Proposer's terms and conditions that were expressly rejected in a solicitation protest under Rule 137-047-0420.

(5) **Good Cause.** For the purposes of this rule, "Good Cause" means a reasonable explanation for not requiring Contractor to meet the highest standards, and may include an explanation of circumstances that support a finding that the requirement would unreasonably limit competition or is not in the best interest of the Contracting Agency will have Good Cause to specify otherwise under the following circumstances:

- (a) The use or purpose to which the Goods or Services will be put does not justify a requirement that the Contractor meet the highest prevalent standards in performing the Contract;
- (b) Imposing express technical, standard, dimensional or mathematical specifications will better ensure that the Goods or Services will be compatible with, or will operate efficiently or effectively with, associated information technology, hardware, software, components, equipment, parts, or on-going Services with which the Goods or Services will be used, integrated, or coordinated;
- (c) The circumstances of the industry or business that provides the Goods or Services are sufficiently volatile in terms of innovation or evolution of products, performance techniques, or scientific developments, that a reliable highest prevalent standard does not exist or has not been developed;
- (d) Any other circumstances in which the Contracting Agency's interest in achieving economy, efficiency, compatibility or availability in the Procurement of the Goods or Services reasonably outweighs the Contracting Agency's practical need for the highest standard prevalent in the applicable or closest industry or business that supplies the Goods and Services to be delivered under the resulting Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060, ORS 279A.107 & ORS 279B.130

137-047-0261

Procedures for Competitive Range, Multi-tiered and Multistep Proposals

(1) **Generally.** A Contracting Agency may procure Goods or Services employing any combination of the methods of Contractor selection as set forth in ORS 279B.060(6)(b). In addition to the procedures set forth in Rules 137-047-0300 through 137-047-0490 for methods of Contractor selection, a Contracting Agency may provide for a multi-tiered or multi-step selection process that permits awards to the highest ranked proposer at any tier or step, calls for the establishment of a competitive range, or permits either serial or competitive simultaneous discussions or negotiations with one or more proposers. A Contracting Agency may employ one or more or any combination of the procedures set forth in this rule for competitive range, multi-tiered and multi-step proposals.

(2) When a Contracting Agency's Request for Proposals prescribes a multi-tiered or multistep Contractor selection process, a Contracting Agency nevertheless may, at the completion of any stage in the competition and on determining the Most Advantageous Proposer (or, in multiple-award situations, on determining the awardees of the Public Contracts), award a Contract (or Contracts) and conclude the Procurement without proceeding to subsequent stages. The Contracting Agency also may, at any time, cancel the Procurement under ORS 279B.100.

(3) **Exclusion Protest.** A Contracting Agency may provide before the notice of an intent to Award an opportunity for a Proposer to protest exclusion from the Competitive Range or from subsequent phases of multi-tiered or multistep sealed Proposals as set forth in Rule 137-047-0720.

(4) **Award Protest.** A Contracting Agency shall provide an opportunity to protest its intent to Award a Contract pursuant to ORS 279B.410 and Rule 137-047-0740. An Affected Offeror may protest, for any of the bases set forth in Rule 137-047-0720(2), its exclusion from the Competitive Range or from any phase of a multi-tiered or multistep sealed Proposal process, or may protest an Addendum issued following initial Closing, if the Contracting Agency did not previously provide Proposers the opportunity to protest the

exclusion or Addendum. The failure to protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the Contracting Agency.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

137-047-0262

Competitive Range, Discussions and Negotiations

(1) When a Contracting Agency's solicitation process conducted under ORS 279B.060(8) calls for the Contracting Agency to establish a Competitive Range at any stage in the Procurement process, the Contracting Agency may do so as follows:

(a) Determining Competitive Range.

(A) The Contracting Agency may establish a Competitive Range after evaluating all Responsive Proposals in accordance with the evaluation criteria in the Request for Proposals. After evaluation of all Proposals in accordance with the criteria in the Request for Proposals, the Contracting Agency may determine and rank the Proposers in the Competitive Range. Notwithstanding the foregoing, however, in instances in which the Contracting Agency determines that a single Proposer has a reasonable chance of being determined the most Advantageous Proposer, the Contracting Agency need not determine or rank Proposers in the Competitive Range. In addition, notwithstanding the foregoing, a Contracting Agency may establish a Competitive Range of all Proposers to enter into discussions to correct deficiencies in Proposals.

(B) The Contracting Agency may establish the number of Proposers in the Competitive Range in light of whether the Contracting Agency's evaluation of Proposals identifies a number of Proposers who have a reasonable chance of being determined the most Advantageous Proposer, or whether the evaluation establishes a natural break in the scores of Proposers that indicates that a particular number of Proposers are closely competitive or have a reasonable chance of being determined the most Advantageous Proposer.

(b) Protesting Competitive Range. The Contracting Agency must provide Written notice to all Proposers identifying Proposers in the Competitive Range. A Contracting Agency may provide an opportunity for Proposers excluded from the Competitive Range to protest the Contracting Agency's evaluation and determination of the Competitive Range in accordance with Rule 137-047-0720.

(2) **Discussions.** The Contracting Agency may initiate oral or written discussions with all "eligible Proposers" on subject matter within the general scope of the Request for Proposals. In conducting discussions, the Contracting Agency:

(a) Shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another;

(b) May disclose other eligible Proposer's Proposals or discussions only in accordance with ORS 279B.060(8)(b) or (c);

(c) May adjust the evaluation of a Proposal as a result of discussions. The conditions, terms, or price of the Proposal may be changed during the course of the discussions provided the changes are within the scope of the Request for Proposals.

(d) At any time during the time allowed for discussions, the Contracting Agency may:

(A) Continue discussions with a particular eligible Proposer;

(B) Terminate discussions with a particular eligible Proposer and continue discussions with other eligible Proposers; or

(C) Conclude discussions with all remaining eligible Proposers and provide to the then-eligible Proposers, notice requesting best and final Offers.

(3) **Negotiations.** Contracting Agency may commence serial negotiations with the highest-ranked eligible Proposer or commence simultaneous negotiations with all eligible Proposers.

(a) The Contracting Agency may negotiate:

(A) The statement of Work;

(B) The Contract Price as it is affected by negotiating the statement of Work and other terms and conditions authorized for negotiation in the Request for Proposals or Addenda thereto; and

(C) Any other terms and conditions reasonably related to those authorized for negotiation in the Request for Proposals or Addenda thereto. Proposers shall not submit for negotiation, and a Contracting Agency shall not accept, alternative terms and conditions that are not reasonably related to those authorized for negotiation in the Request for Proposals or any Addendum.

(4) **Terminating Negotiations.** At any time during discussions or negotiations a Contracting Agency conducts under this rule, the Contracting Agency may terminate discussions or negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently discussing or negotiating, if the Contracting Agency reasonably believes that:

(a) The eligible Proposer is not discussing or negotiating in good faith; or

(b) Further discussions or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a Contract in a timely manner.

(c) Continuing Serial Negotiations. If the Contracting Agency is conducting serial negotiations and the Contracting Agency terminates negotiations with an eligible Proposer, the Contracting Agency may then commence negotiations with the next highest scoring eligible Proposer, and continue the sequential process until the Contracting Agency has either:

(A) Determined to Award the Contract to the eligible Proposer with whom it is currently discussing or negotiating; or

(B) Decided to cancel the Procurement under ORS 279B.100.

(d) Competitive Simultaneous Negotiations. If the Contracting Agency chooses to conduct competitive negotiations, the Contracting Agency may negotiate simultaneously with competing eligible Proposers. The Contracting Agency:

(A) Shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another;

(B) May disclose other eligible Proposers' Proposals or the substance of negotiations with other eligible Proposers only if the Contracting Agency notifies all of the eligible Proposers with whom the Contracting Agency will engage in negotiations of the Contracting Agency's intent to disclose before engaging in negotiations with any eligible Proposer.

(e) Any oral modification of a Proposal resulting from negotiations must be reduced to Writing.

(5) **Best and Final Offers**. If a Contracting Agency requires best and final Offers, a Contracting Agency must establish a common date and time by which eligible Proposers must submit best and final Offers. If a Contracting Agency is dissatisfied with the best and final Offers, the Contracting Agency may make a written determination that it is in the Contracting Agency's best interest to conduct additional discussions, negotiations or change the Contracting Agency's requirements and require another submission of best and final Offers. A Contracting Agency must inform all eligible Proposers that if they do not submit notice of withdrawal or another best and final Offer, their immediately previous Offers will be considered their best and final Offers. The Contracting Agency shall evaluate Offers as modified by the best and final Offer. The Contracting Agency shall conduct the evaluations as described in Rule 137-047-0600. The Contracting Agency may 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

137-047-0263

Multistep Sealed Proposals

(1) **Generally**. A Contracting Agency may procure Goods or Services by using multistep competitive sealed Proposals pursuant to ORS 279.060(6)(b)(G).

(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 on the technical 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 Contracting Agency 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 137-047-0300. Public notice is not required for the subsequent phases. However, a Contracting Agency 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 137-047-0720.

(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 137-047-0260(2), 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 Contracting Agency, 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.

(e) Discussion of Un-priced Technical Proposals. The Contracting Agency 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 Contracting Agency shall not disclose any information derived from one un-priced technical Proposal to any other Proposer.

(f) Methods of Contractor Selection for Phase One. In conducting phase one, a Contracting Agency may employ any combination of the methods of Contractor selection that call for establishment of a Competitive Range or include discussions, negotiations, or best and final Offers as set forth in this rule.

(g) Procedure for Phase Two. On the completion of phase one, the Contracting Agency shall invite each qualified Proposer to submit price Proposals. A Contracting Agency shall conduct phase two as any other competitive sealed Proposal Procurement except as set forth in this rule. 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

137-047-0265

Small Procurements

(1) **Generally**. For Procurements of Goods or Services less than or equal to \$25,000 a Contracting Agency may Award a Contract as a small Procurement pursuant to ORS 279B.065 by direct selection or award without any competitive or solicitation process.

(2) **Amendments**. A Contracting Agency may amend a Public Contract Awarded as a small Procurement in accordance Rule 137-047-0800, but the cumulative amendments may not increase the total Contract Price to greater than one hundred twenty-five percent (125%) of the small procurement threshold stated in subsection (1) of this Rule.

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

137-047-0270

Intermediate Procurements

(1) **Generally**. For Procurements of Goods or Services greater than \$25,000 and less than or equal to \$250,000, a Contracting Agency may Award a Contract as an intermediate Procurement pursuant to ORS 279B.070.

(2) **Written Solicitations**. For any intermediate Procurements, a Contracting Agency may use a Written solicitation to obtain quotes.

(3) **Negotiations**. A Contracting Agency may negotiate with a Proposer to clarify its quote or offer or to effect modifications that will make the quote or offer acceptable or make the quote or offer more Advantageous to the Contracting Agency.

(4) **Amendments**. A Contracting Agency may amend a Public Contract Awarded as an intermediate Procurement in accordance with Rule 137-047-0800, but the cumulative amendments may not increase the total Contract Price to a sum that exceeds one hundred twenty-five percent (125%) of the intermediate procurement threshold stated in subsection (1) of this Rule.

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

137-047-0275

Sole-Source Procurements

(1) **Generally**. A Contracting Agency may Award a Public Contract without competition as a sole-source Procurement, after documenting the procurement file with findings of current market research to support the

determination that the Goods or Services are available from only one seller or source. The findings shall also include:

(a) a brief description of the contract or contracts to be covered including contemplated future purchases;
(b) a description of the product or service to be purchased; and
(c) the reasons the Contracting Agency is seeking this procurement method, which shall include any of the following: (i) efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment, supplies, or services; or (ii) 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; or (iii) the particular product is for use in a pilot or an experimental project; or (iv) other findings that support the conclusion that the Goods or Services are available from only one source. ORS 279B.075(2)(d).

(2) **Public Notice.** If, but for the Contracting Agency's determination that it may enter into a Contract as a sole-source, a Contracting Agency would be required to select a Contractor using source selection methods set forth in either ORS 279B.055 or ORS 279B.060, a Contracting Agency shall give public notice of the Contracting Agency's determination that the Goods or Services or class of Goods or Services are available from only one source in a manner similar to public notice of competitive sealed Bids under ORS 279B.055(4) and Rule 137-047-0300. The public notice shall describe the Goods or Services to be acquired by a sole-source Procurement, identify the prospective Contractor and include the date, time and place that protests are due. The Contracting Agency shall give such public notice at least seven (7) Days before Award of the Contract, unless otherwise set forth in the notice.

(3) **Protest.** An Affected Person may protest the Contract Review Authority's determination that the Goods or Services or class of Goods or Services are available from only one source in accordance with Rule 137-047-0710.

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

Stats. Implemented: ORS 279B.075

137-047-0280

Emergency Procurements

A Contracting Agency may Award a Public Contract as an Emergency Procurement pursuant to the requirements of ORS 279B.080. For an Emergency Procurement of construction services that are not public improvements, the Procurement shall be made with competition that is reasonable and appropriate under the circumstances, in conformance with ORS 279B.080(2).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.080

137-047-0285

Special Procurements

(1) **Generally.** A Contracting Agency may Award a Public Contract as a Special Procurement pursuant to the requirements of ORS 279B.085.

(2) **Public Notice.** A Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as public notice of competitive sealed Bids under ORS 279B.055(4) and Rule 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement. The Contracting Agency shall give public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract, unless a different time period is stated in the request for approval notice. Award may be made at the time of approval, contingent upon expiration of the protest period or issuance of a written disposition of any protest received.

(3) **Protest.** An Affected Person may protest the approval of a Special Procurement in accordance with ORS 279B.400 and Rule 137-047-0700.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.085

137-047-0290

Cooperative Procurements

A Contracting Agency may participate in, sponsor, conduct, or administer Cooperative Procurements as set forth in ORS 279A.200 through 279A.225 and Rules 137-046-0400 through 137-046-0480.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.205

PROCUREMENT PROCESS

137-047-0300

Public Notice of Solicitation Documents

(1) **Notice of Solicitation Documents; Fee.** A Contracting Agency shall provide public notice of every Solicitation Document in accordance with section (2) of this rule, unless exempt pursuant to Rules 137-047-0265 through 137-047-0285. The Contracting Agency may give additional notice using any method it determines appropriate to foster and promote competition, including:

(a) Mailing notice of the availability of the Solicitation Document to Persons that have expressed an interest in the Contracting Agency's Procurements; or

(b) Placing notice on the Contracting Agency's Electronic Procurement System; or

(c) Placing notice on the Contracting Agency's Internet World Wide Web site.

(2) **Advertising.** A Contracting Agency shall advertise every notice of a Solicitation Document as follows:

(a) The Contracting Agency shall publish the advertisement for Offers in accordance with the requirements of ORS 279B.055(4) and 279B.060(5); or

(b) A Contracting Agency may publish the advertisement for Offers on the Contracting Agency's Electronic Procurement System pursuant to Rule 137-047-0330 instead of publishing notice in a newspaper of general circulation as required by ORS 279B.055(4)(b).

(3) **Content of Advertisement.** All advertisements for Offers shall set forth:

(a) Where, when, how, and for how long the Solicitation Document may be obtained;

(b) A general description of the Goods or Services to be acquired;

(c) The interval between the first date of notice of the Solicitation Document given in accordance with subsection 2(a) or (b) above and Closing, which shall not be less than fourteen (14) Days for an Invitation to Bid and thirty (30) Days for a Request for Proposals, unless the Contracting Agency determines that a shorter interval is in the public's interest, and that a shorter interval will not substantially affect competition. However, in no event shall the interval between the first date of notice of the Solicitation Document given in accordance with subsection 2(a) or (b) above and Closing be less than seven (7) Days as set forth in ORS 279B.055(4)(f). The Contracting Agency shall document the specific reasons for the shorter public notice period in the Procurement file;

(d) The date that Persons must file applications for prequalification if prequalification is a requirement and the class or classes of Goods or Services for which Persons must 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 Contracting Agency to receive Offers;

(g) The scheduled Opening; and

(h) Any other information the Contracting Agency deems appropriate.

(4) **Posting Advertisement for Offers.** The Contracting Agency may post a copy of each advertisement for Offers at the principal business office of the Contracting Agency. An Offeror may obtain a copy of the advertisement for Offers upon request.

(5) **Fees.** The Contracting Agency may charge a fee or require a deposit for the Solicitation Document.

(6) **Notice of Addenda.** The Contracting Agency shall provide potential Offerors notice of any Addenda to a Solicitation Document in accordance with Rule 137-047-0430.

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

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

137-047-0310

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 the Contracting Agency's acceptance for the period specified in Rule 137-047-0480. The Contracting Agency's Award of the Contract constitutes acceptance of the Offer and binds the Offeror to the Contract.

(a) In competitive bidding and competitive Proposals, the Offer is always a "Firm Offer," i.e. the Offer shall be held open by the Offeror for the Contracting Agency's acceptance for the period specified in Rule 137-047-0480. The Contracting Agency may elect to accept the Offer at any time during the specified period, and the Contracting Agency's Award of the Contract constitutes acceptance of the Offer and binds the Offeror to the Contract.

(b) Notwithstanding the fact that a competitive Proposal is a "Firm Offer" for the period specified in Rule 137-047-0480, the Contracting Agency may elect to discuss or negotiate certain contractual provisions, as identified in these rules or in the Solicitation Document, with the Proposer. Where negotiation is permitted by the rules or in the Solicitation Document, Proposers are obligated to negotiate in good faith and only on those terms or conditions that the rules or the Solicitation Document have reserved for negotiation.

(2) **Contingent Offers.** Except to the extent the Proposer is authorized to propose certain terms and conditions pursuant to Rule 137-047-0262, a Proposer shall not make its Offer contingent upon the Contracting Agency's acceptance of any terms or conditions (including Specifications) other than those contained in the Solicitation Document.

(3) **Offeror's Acknowledgment.** By Signing and returning the Offer, the Offeror acknowledges it has read and understands the terms and conditions contained in the Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Solicitation Document. If the Request for Proposals permits proposal of alternative terms under Rule 137-047-0262, 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 Contracting Agency in Writing, and Offeror's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work.

Stat. Auth.: ORS 279A.065

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

137-047-0320

Facsimile Bids and Proposals

(1) **Contracting Agency Authorization.** A Contracting Agency may authorize Offerors to submit facsimile Offers. If the Contracting Agency determines that Bid or Proposal security is or will be required, the Contracting Agency should not authorize facsimile Offers unless the Contracting Agency has another method for receipt of such security. Prior to authorizing the submission of facsimile Offers, the Contracting Agency shall determine that the Contracting Agency's equipment and personnel are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the Contracting Agency shall establish administrative procedures and controls:

- (a) To receive, identify, record, and safeguard facsimile Offers;
- (b) To ensure timely delivery of Offers to the location of Opening; and
- (c) To preserve the Offers as sealed.

(2) **Provisions To Be Included in Solicitation Document.** In addition to all other requirements, if the Contracting Agency authorizes a facsimile Offer, the Contracting Agency will include in the Solicitation Document the following:

- (a) A provision substantially in the form of the following: "A 'facsimile Offer,' as used in this Solicitation Document, means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by the Contracting Agency 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 Contracting Agency reserves the right to Award the Contract solely on the basis of a facsimile Offer. However, upon the Contracting Agency's request the apparent successful Offeror shall promptly submit its complete original Signed Offer";
- (e) The data and compatibility characteristics of the Contracting Agency'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 Contracting Agency 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 279A.065

137-047-0330

Electronic Procurement

(1) Electronic Procurement Authorized.

(a) A Contracting Agency may conduct all phases of a Procurement, including without limitation the posting of Electronic Advertisements and the receipt of Electronic Offers, by electronic methods if and to the extent the Contracting Agency specifies in a Solicitation Document, a request for quotes, or any other Written instructions on how to participate in the Procurement.

(b) The Contracting Agency shall open an Electronic Offer in accordance with electronic security measures in effect at the Contracting Agency at the time of its receipt of the Electronic Offer. Unless the Contracting Agency provides procedures for the secure receipt of Electronic Offers, the Person submitting the Electronic Offer assumes the risk of premature disclosure due to submission in unsealed form.

(c) The Contracting Agency's use of electronic Signatures shall be consistent with applicable statutes and rules. A Contracting Agency may limit the use of electronic methods of conducting a Procurement as Advantageous to the Contracting Agency.

(d) If the Contracting Agency determines that Bid or Proposal security is or will be required, the Contracting Agency should not authorize Electronic Offers unless the Contracting Agency has another method for receipt of such security.

(2) **Rules Governing Electronic Procurements.** The Contracting Agency shall conduct all portions of an electronic Procurement in accordance with these division 47 rules, unless otherwise set forth in this rule.

(3) **Preliminary Matters.** As a condition of participation in an electronic Procurement the Contracting Agency may require potential Contractors to register with the Contracting Agency before the date and time on which the Contracting Agency will first accept Offers, to agree to the terms, conditions, or other requirements of a Solicitation Document, or to agree to terms and conditions governing the Procurement, such as procedures that the Contracting Agency may use to attribute, authenticate or verify the accuracy of an Electronic Offer, or the actions that constitute an electronic Signature.

(4) **Offer Process.** A Contracting Agency may specify that Persons must submit an Electronic Offer by a particular date and time, or that Persons may submit multiple Electronic Offers during a period of time established in the Electronic Advertisement. When the Contracting Agency specifies that Persons may submit multiple Electronic Offers during a specified period of time, the Contracting Agency must designate a time and date on which Persons may begin to submit Electronic Offers, and a time and date after which Persons may no longer submit Electronic Offers. The date and time after which Persons may no longer submit Electronic Offers need not be specified by a particular date and time, but may be specified by a description of the conditions that, when they occur, will establish the date and time after which Persons may no longer submit Electronic Offers. When the Contracting Agency will accept Electronic Offers for a period of time, then at the designated date and time that the Contracting Agency will first receive Electronic Offers, the Contracting Agency must begin to accept real time Electronic Offers on the Contracting Agency's Electronic Procurement System, and shall continue to accept Electronic Offers in accordance with subsection 5(b) of this rule until the date and time specified by the Contracting Agency, after which the Contracting Agency will no longer accept Electronic Offers.

(5) Receipt of Electronic Offers.

(a) When a Contracting Agency conducts an electronic Procurement that provides that all Electronic Offers must be submitted by a particular date and time, the Contracting Agency shall receive the Electronic Offers in accordance with these division 47 rules.

(b) When the Contracting Agency specifies that Persons may submit multiple Offers during a period of time, the Contracting Agency shall accept Electronic Offers, and Persons may submit Electronic Offers, in accordance with the following:

(A) Following receipt of the first Electronic Offer after the day and time the Contracting Agency first receives Electronic Offers the Contracting Agency shall post on the Contracting Agency's Electronic Procurement System, and updated on a real time basis, the lowest Electronic Offer price or the highest-ranking Electronic Offer. At any time before the date and time after which the Contracting Agency will no longer receive Electronic Offers, a Person may revise its Electronic Offer, except that a Person may not lower its price unless that price is below the then lowest Electronic Offer.

(B) A Person may not increase the price set forth in an Electronic Offer after the day and time that the Contracting Agency first accepts Electronic Offers.

(C) A Person may withdraw an Electronic Offer only in compliance with these division 47 rules. If a Person withdraws an Electronic Offer, it may not later submit an Electronic Offer at a price higher than that set forth in the withdrawn Electronic Offer.

(6) **Failure of the E-Procurement System.** In the event of a failure of the Contracting Agency's Electronic Procurement System that interferes with the ability of Persons to submit Electronic Offers, protest or to otherwise participate in the Procurement, the Contracting Agency may cancel the Procurement in

accordance with Rule 137-047-0660, or may extend the date and time for receipt of Electronic Offers by providing notice of the extension immediately after the Electronic Procurement System becomes available.

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

Stats. Implemented: ORS 279A.065

BID AND PROPOSAL PREPARATION

137-047-0400

Offer Preparation

- (1) **Instructions.** An Offeror shall submit and Sign its Offer in accordance with the instructions set forth in the Solicitation Document. An Offeror shall initial and submit any correction or erasure to its Offer prior to Opening in accordance with the requirements for submitting an Offer set forth in the Solicitation Document.
- (2) **Forms.** An Offeror shall submit its Offer on the form(s) provided in the Solicitation Document, unless an Offeror is otherwise instructed in the Solicitation Document.
- (3) **Documents.** An Offeror shall provide the Contracting Agency with all documents and descriptive literature required by the Solicitation Document.
- (4) **Electronic Submissions.** If the Solicitation Document permitted Electronic Offers under Rule 137-047-0330, an Offeror may submit its Offer electronically. The Contracting Agency shall not consider Electronic Offers unless authorized by the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

137-047-0410

Offer Submission

- (1) **Product Samples and Descriptive Literature.** A Contracting Agency may require product samples or descriptive literature if the Contracting Agency determines either is necessary or desirable to evaluate the quality, features or characteristics of an Offer. The Contracting Agency 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 Contracting Agency, whichever is applicable. If the Contracting Agency permits Electronic Offers or facsimile Offers in the Solicitation Document, the Offeror may submit and identify Electronic Offers or facsimile Offers in accordance with these division 47 rules and the instructions set forth in the Solicitation Document.
 - (b) The Contracting Agency 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 the Contracting Agency 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

137-047-0420

Pre-Offer Conferences

- (1) **Purpose.** A Contracting Agency 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 Contracting Agency may require attendance at the pre-Offer conference as a condition for making an Offer.
- (3) **Scheduled Time.** If a Contracting Agency 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 Contracting Agency's representative at the pre-Offer conference do not change the Solicitation Document unless the Contracting Agency confirms such statements with a Written Addendum to the Solicitation Document.

(5) **Agency Announcement.** The Contracting Agency must set forth notice of any pre-Offer conference in the Solicitation Document in accordance with Rules 137-047-0255(2) or 137-047-0260(2).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

137-047-0430

Addenda to Solicitation Document

(1) **Issuance; Receipt.** The Contracting Agency may change a Solicitation Document only by Written Addenda. An Offeror shall provide Written acknowledgment of receipt of all issued Addenda with its Offer, unless the Contracting Agency otherwise specifies in the Addenda.

(2) **Notice and Distribution.** The Contracting Agency 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 Contracting Agency will provide notice of Addenda and how the Contracting Agency will make the Addenda available before Closing, and at each subsequent step or tier of evaluation if the Contracting Agency will engage in a multistep competitive sealed Bid process in accordance with Rule 137-047-0257, or a multi-tiered or multistep competitive sealed Proposal process in accordance with Rules 137-047-0261 through 137-047-0263. The following is an example of how a Contracting Agency may specify how it will provide notice of Addenda: "Contracting Agency will not mail notice of Addenda, but will publish notice of any Addenda on Contracting Agency's web site. Addenda may be downloaded off the Contracting Agency's web site. Offerors should frequently check the Contracting Agency's web site until Closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing."

(3) **Timelines; Extensions.**

(a) The Contracting Agency shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The Contracting Agency may extend the Closing if the Contracting Agency determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by a countervailing public interest, the Contracting Agency shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

(b) Notwithstanding subsection 3(a) of this rule, an Addendum that modifies the evaluation criteria, selection process or procedure for any tier of competition under a multistep sealed Bid or a multi-tiered or multistep sealed Proposal issued in accordance with ORS 279B.060(6)(d) and Rules 137-047-0261 through 137-047-0263 must be issued no fewer than five (5) Days before the beginning of that tier or step of competition, unless the Contracting Agency determines that a shorter period is sufficient to allow Offerors to prepare for that tier or step of competition. The Contracting Agency shall document the factors it considered in making that determination, which may include, without limitation, the scope of the changes to the Solicitation Document, the location of the remaining eligible Proposers, or whether shortening the period between issuing an Addendum and the beginning of the next tier or step of competition favors or disfavors any particular Proposer or Proposers.

(4) **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, an Offeror may submit a Written request for change or protest to the Addendum, as provided in Rule 137-047-0730, by the close of the Contracting Agency's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under Rule 137-047-0730, 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 137-047-0730, then the Contracting Agency may consider an Offeror's request for change or protest to the Addendum only, and the Contracting Agency shall not consider a request for change or protest to matters not added or modified by the Addendum. Notwithstanding any provision of this section (4) of this rule, a Contracting Agency is not required to provide a protest period for Addenda issued after initial Closing during a multi-tier or multistep Procurement process conducted pursuant to ORS 279B.055 or ORS 279B.060.

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

Stats. Implemented: ORS 279B.060

137-047-0440

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 Contracting Agency in accordance with Rules 137-047-0400 and 137-047-0410, unless otherwise specified in the Solicitation Document. 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 Contracting Agency 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 Contracting Agency.

(b) The Contracting Agency 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 Contracting Agency 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

137-047-0450

Receipt, Opening, and Recording of Offers; Confidentiality of Offers.

(1) **Receipt.** A Contracting Agency shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The Contracting Agency shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the Contracting Agency inadvertently opens an Offer or a modification prior to the Opening, the Contracting Agency shall return the Offer or modification to its secure and confidential state until Opening. The Contracting Agency shall document the resealing for the Procurement file (e.g. "Contracting Agency inadvertently opened the Offer due to improper identification of the Offer.").

(2) **Opening and Recording.** A Contracting Agency shall publicly open Offers including any modifications made to the Offer pursuant to Rule 137-047-0440(1). In the case of Invitations to Bid, to the extent practicable, the Contracting Agency shall read aloud the name of each Bidder, and such other information as the Contracting Agency considers appropriate. However, the Contracting Agency may withhold from disclosure information in accordance with ORS 279B.055(5)(c) and 279B.060(6). In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the Contracting Agency will not read Offers aloud.

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

Stats. Implemented: ORS 279B.055

137-047-0460

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. An Agency shall not consider late Offers, withdrawals or modifications except as permitted in Rules 137-047-0470 or 137-047-0262.

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

Stats. Implemented: ORS 279B.055

137-047-0470

Mistakes

(1) **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors, a Contracting Agency should carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.

(2) **Contracting Agency Treatment of Mistakes.** A Contracting Agency shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If the Contracting Agency discovers certain mistakes in an Offer after Opening, but before Award of the Contract, the Contracting Agency may take the following action:

(a) A Contracting Agency 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) A Contracting Agency 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 Contracting Agency'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) A Contracting Agency 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 Contracting Agency does not grant the Offeror permission to withdraw the Offer;
- (G) That the Contracting Agency's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the Contracting Agency or the public it represents; and
- (H) That the Offeror promptly gave notice of the claimed error to the Contracting Agency.

(d) The criteria in subsection (2)(c) of this rule shall determine whether a Contracting Agency will permit an Offeror to withdraw its Offer after Closing. These criteria also shall apply to the question of whether a Contracting Agency 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 Contracting Agency based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded by the Contracting Agency, 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 Contracting Agency 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.

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

137-047-0480

Time for Agency 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

137-047-0490

Extension of Time for Acceptance of Offer

A Contracting Agency may request, orally or in Writing, that Offerors extend, in Writing, the time during which the Contracting Agency 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

QUALIFICATIONS AND DUTIES

137-047-0500

Responsibility of Bidders and Proposers

Before Awarding a Contract, the Contracting Agency shall determine that the Bidder submitting the lowest Bid or Proposer submitting the most Advantageous Proposal is Responsible. The Contracting Agency shall use the standards set forth in ORS 279B.110 and Rule 137-047-0640(1)(c)(F) to determine if a Bidder or Proposer is Responsible. In the event a Contracting Agency determines a Bidder or Proposer is not Responsible it shall prepare a Written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.110

137-047-0525

Qualified Products Lists

A Contracting Agency may develop and maintain a qualified products list pursuant to ORS 279B.115.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.115

137-047-0550

Prequalification of Prospective Offerors

- (1) A Contracting Agency may prequalify prospective Offerors pursuant to ORS 279B.120 and 279B.125.
- (2) Notwithstanding the prohibition against revocation of prequalification in ORS 279B.120(3), a Contracting Agency may determine that a prequalified Offeror is not Responsible prior to Contract Award.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.120

137-047-0575

Debarment of Prospective Offerors

- (1) **Generally.** A Contracting Agency may Debar prospective Offerors for the reasons set for the in ORS 279A.110 or after providing notice and the opportunity for hearing as set forth in ORS 279B.130.
- (2) **Responsibility.** Notwithstanding the limitation on the term for Debarment in ORS 279B.130(1)(b), a Contracting Agency may determine that a previously Debarred Offeror is not Responsible prior to Contract Award.
- (3) **Imputed Knowledge.** A Contracting Agency 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.
- (4) **Limited Participation.** A Contracting Agency 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 a Contracting Agency. 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

OFFER EVALUATION AND AWARD

137-047-0600

Offer Evaluation and Award

- (1) **Contracting Agency Evaluation.** The Contracting Agency shall evaluate Offers only as set forth in the Solicitation Document, pursuant to ORS 279B.055(6)(a) and 279B.060(6)(b), and in accordance with applicable law. The Contracting Agency shall not evaluate Offers using any other requirement or criterion.

(a) Evaluation of Bids.

- (A) **Nonresident Bidders.** In determining the lowest Responsive Bid, the Contracting Agency shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and Rule 137-046-0310 for Nonresident Bidders.

(B) **Public Printing.** The Contracting Agency 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 Contracting Agency determines that one or more Bids are identical under Rule 137-046-0300, the Contracting Agency shall Award a Contract in accordance with the procedures set forth in Rule 137-046-0300.

(b) Evaluation of Proposals.

(A) **Award When Proposals are Identical.** If the Contracting Agency determines that one or more Proposals are identical under Rule 137-046-0300, the Contracting Agency shall Award a Contract in accordance with the procedures set forth in Rule 137-046-0300.

(B) **Public Printing.** The Contracting Agency 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 Contracting Agency shall give preference for recycled materials as set forth in ORS 279A.125 and Rule 137-046-0320.

(2) **Clarification of Bids or Proposals.** After Opening, a Contracting Agency may conduct discussions with apparent Responsive Offerors for the purpose of clarification to assure full understanding of the Offer. All Offers, in the Contracting Agency's sole discretion, needing clarification shall be accorded such an opportunity. The Contracting Agency shall document clarification of any Offer in the Procurement file.

(3) Negotiations.

(a) **Bids.** Except as permitted by section 2 of this rule, a Contracting Agency shall not negotiate with any Bidder. After Award of the Contract, the Contracting Agency and Contractor may only modify the Contract in accordance with Rule 137-047-0800.

(b) **Requests for Proposals.** A Contracting Agency may conduct discussions or negotiate with Proposers only in accordance with ORS 279B.060(6)(b) and Rule 137-047-0262. After Award of the Contract, the Contracting Agency and Contractor may only modify the Contract in accordance with Rule 137-047-0800.

(4) Award.

(a) **General.** If Awarded, the Contracting Agency shall Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid or the Responsible Proposer submitting the most Advantageous, Responsive Proposal. The Contracting Agency 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 Contracting Agency's expected purchases, or grand total of all items.

(c) Multiple Awards - Bids.

(A) Notwithstanding subsection 4(a) of this rule, a Contracting Agency 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 Contracting Agency'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 the Contracting Agency from Awarding a single Contract for such Invitation to Bid.

(B) If an Invitation to Bid permits the Award of multiple Contracts, the Contracting Agency 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, a Contracting Agency 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 Contracting Agency'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 Contracting Agency from Awarding a single Contract for such Request for Proposals.

(B) If a Request for Proposals permits the Award of multiple Contracts, the Contracting Agency 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 Contracting Agency determines that an acceptable Offer has been received for only parts of the requirements of the Solicitation Document:

- (A) The Contracting Agency may Award a Contract for the parts of the Solicitation Document for which acceptable Offers have been received; or
- (B) The Contracting Agency 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. A Contracting Agency 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

137-047-0610

Notice of Intent to Award

- (1) **Notice of Intent to Award**. The Contracting Agency shall provide Written notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 at least seven (7) Days before the Award of a Contract, unless the Contracting Agency determines that circumstances require prompt execution of the Contract, in which case the Contracting Agency may provide a shorter notice period in the Solicitation documents. The Contracting Agency shall document the specific reasons for the shorter notice period in the Procurement file.
- (2) **Finality**. The Contracting Agency's Award shall not be final until the later of the following:
- (a) The expiration of the protest period provided pursuant to Rule 137-047-0740; or
- (b) The Contracting Agency provides Written responses to all timely-filed protests denying the protests and affirming the Award.
- (3) If so provided in the Solicitation documents, said notice of intent to Award may be issued via facsimile or electronic data exchange.

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

Stats. Implemented: ORS 279B.135

137-047-0620

Documentation of Award

- (1) **Basis of Award**. After Award, the Contracting Agency shall make a record showing the basis for determining the successful Offeror part of the Contracting Agency's Procurement file.
- (2) **Contents of Award Record**. The Contracting Agency's record shall include:
- (a) For Bids:
- (A) Bids;
- (B) Completed Bid tabulation sheet; and
- (C) Written justification for any rejection of lower Bids.
- (b) For Proposals:
- (A) Proposals;
- (B) The completed evaluation of the Proposals;
- (C) Written justification for any rejection of higher scoring Proposals; and
- (D) If the Contracting Agency engaged in any of the methods of Contractor selection described in ORS 279B.060(6)(b) and Rules 137-047-0261 through 137-047-0263, written documentation of the content of any discussions, negotiations, best and final Offers, or any other procedures the Contracting Agency used to select a Proposer to which the Contracting Agency Awarded a Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

137-047-0630

Availability of Award Decisions

- (1) **Contract Documents**. To the extent required by the Solicitation Document, the Contracting Agency 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, in person or by submitting to the Contracting Agency 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 Contracting Agency may make available tabulations of Bids and Proposals through the Electronic Procurement System of the Contracting Agency or the Contracting Agency's website.

(3) **Availability of Procurement Files.** After notice of intent to Award, the Contracting Agency shall make Procurement files available in accordance with applicable law.

Stat. Auth.: ORS 279A.065

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

137-047-0640

Rejection of an Offer

(1) Rejection of an Offer.

(a) A Contracting Agency may reject any Offer as set forth in ORS 279B.100.

(b) The Contracting Agency shall reject an Offer upon the Contracting Agency's finding that the Offer:

(A) Is contingent upon the Contracting Agency's acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;

(B) Takes exception to terms and conditions (including Specifications) set forth in the Solicitation Document;

(C) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation Document or in contravention of applicable law;

(D) Offers Goods or Services that fail to meet the Specifications of the Solicitation Document;

(E) Is late;

(F) Is not in substantial compliance with the Solicitation Document; or

(G) Is not in substantial compliance with all prescribed public Procurement procedures.

(c) The Contracting Agency shall reject an Offer upon the Contracting Agency's finding that the Offeror:

(A) Has not been prequalified under ORS 279B.120 and the Contracting Agency required mandatory prequalification;

(B) Has been Debarred as set forth in ORS 279B.130 or has been disqualified pursuant to Rule 137-046-0210(4) (DBE Disqualification);

(C) Has not met the requirements of ORS 279A.105, if required by the Solicitation Document;

(D) Has not submitted properly executed Bid or Proposal security as required by the Solicitation Document;

(E) Has failed to provide the certification of non-discrimination required under ORS 279A.110(4); or

(F) Is non-Responsible. Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the Contracting Agency must have information that indicates that the Offeror meets the applicable standards of Responsibility. To be a Responsible Offeror, the Contracting Agency must determine pursuant to ORS 279B.110 that the Offeror:

(i) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; and

(ii) Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that to the extent the costs associated with and time available to perform a previous contract were within the Offeror's control, the Offeror stayed within the time and budget allotted for the Procurement and otherwise performed the contract in a satisfactory manner. A Contracting Agency should carefully scrutinize an Offeror's record of contract performance if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the Contracting Agency should determine whether the Offeror's deficient performance was expressly excused under the terms of the contract, or whether the Offeror took appropriate corrective action. The Contracting Agency may review the Offeror's performance on both private and public contracts in determining the Offeror's record of contract performance. The Contracting Agency shall make its basis for determining an Offeror non-Responsible under this subparagraph part of the Procurement file pursuant to ORS 279B.110(2)(b);

(iii) Has a satisfactory record of integrity. An Offeror may lack integrity if a Contracting Agency determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. A Contracting Agency may find an Offeror non-Responsible based on the lack of integrity of any Person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). The standards for Debarment under ORS 279B.130 may be used to determine an Offeror's integrity. A Contracting Agency may find an Offeror non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Offeror's performance of a contract or subcontract. The Contracting Agency shall make its basis for determining that an Offeror is non-Responsible under this subparagraph part of the Procurement file pursuant to ORS 279B.110(2)(c);

(iv) Is legally qualified to contract with the Contracting Agency;

(v) Has attested in Writing that the Offeror complied with the tax laws of this state and of political subdivisions of this state. Such certification demonstrates Offeror's compliance with such law in a credible and convenient way; and

(vi) Has supplied all necessary information in connection with the inquiry concerning Responsibility. If the Offeror fails to promptly supply information requested by the Contracting Agency concerning Responsibility, the Contracting Agency 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 Contracting Agency 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 ORS 279B.130.

(3) **Notice.** Contracting Agency need not provide an Offeror with any notice in the event that its Offer is rejected. However, Contracting Agency will provide all Offerors with a Notice of Intent to Award, as required, pursuant to Rule 137-047-0610.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100, ORS 279B.110 & ORS 279B.130

137-047-0650

Rejection of All Offers

(1) **Rejection.** A Contracting Agency may reject all Offers as set forth in ORS 279B.100. The Contracting Agency shall notify all Offerors of the rejection of all Offers, along with the reasons for rejection of all Offers.

(2) **Criteria.** The Contracting Agency 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 Contracting Agency cancels the Procurement or solicitation in accordance with Rule 137-047-0660; 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

137-047-0660

Cancellation of Procurement or Solicitation

(1) **Cancellation in the Public Interest.** A Contracting Agency may cancel a Procurement or solicitation as set forth in ORS 279B.100.

(2) **Notice of Cancellation Before Opening.** If the Contracting Agency cancels a Procurement or solicitation prior to Opening, the Contracting Agency shall provide Written notice of cancellation in the same manner that the Contracting Agency initially provided notice of the solicitation. Such notice of cancellation shall:

(a) Identify the Solicitation Document;

(b) Briefly explain the reason for cancellation; and

(c) If appropriate, explain that an opportunity will be given to compete on any resolicitation.

(3) **Notice of Cancellation After Opening.** If the Contracting Agency cancels a Procurement or solicitation after Opening, the Contracting Agency shall provide Written notice of cancellation to all Offerors who submitted Offers.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

137-047-0670

Disposition of Offers if Procurement or Solicitation Canceled

(1) **Prior to Opening.** If the Contracting Agency cancels a Procurement or solicitation prior to Opening, the Contracting Agency 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 Contracting Agency shall open the Offer to determine the source and then return it to the

Offeror. For Electronic Offers, the Contracting Agency shall delete the Offers from the Contracting Agency's Electronic Procurement System or information technology system.

(2) **After Opening.** If the Contracting Agency cancels a Procurement or solicitation after Opening, the Contracting Agency:

(a) May return Proposals in accordance with ORS 279B.060(6)(c); and.

(b) Shall keep Bids in the Procurement file.

(3) **Rejection of All Offers.** If the Contracting Agency rejects all Offers, the Contracting Agency shall keep all Proposals and Bids in the Procurement file.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

LEGAL REMEDIES

137-047-0700

Protests and Judicial Review of Special Procurements

(1) **Purpose.** An Affected Person may protest the approval of a Special Procurement. Pursuant to ORS 279B.400(1), before seeking judicial review of the approval of a Special Procurement, an Affected Person must file a Written protest with the Contract Review Authority for the Contracting Agency and exhaust all administrative remedies.

(2) **Delivery.** Notwithstanding the requirements for filing a writ of review under ORS chapter 34 pursuant to ORS 279B.400(4)(a), an Affected Person must deliver a Written protest to the Contract Review Authority for the Contracting Agency within seven (7) Days after the first date of public notice of the approval of a Special Procurement by the Contract Review Authority for the Contracting Agency, 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) **Contract Review Authority Response.** The Contract Review Authority shall not consider an Affected Person's protest of the approval of a Special Procurement submitted after the timeline established for submitting such protest under this rule or such different time period as may be provided in the public notice of the approval of a Special Procurement. The Contract Review Authority shall issue a Written disposition of the protest in a timely manner. If the Contract Review Authority upholds the protest, in whole or in part, it may in its sole discretion implement the sustained protest in the approval of the Special Procurement, or revoke the approval of the Special Procurement.

(5) **Judicial Review.** An Affected Person may seek judicial review of the Contract Review Authority's decision relating to a protest of the approval of a Special Procurement in accordance with ORS 279B.400.

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

Stats. Implemented: ORS 279B.400

137-047-0710

Protests and Judicial Review of Sole-Source Procurements

(1) **Purpose.** For sole-source Procurements requiring public notice under Rule 137-047-0275, an Affected Person may protest the determination of the Contract Review Authority or designee that the Goods or Services or class of Goods or Services are available from only one source. Pursuant to ORS 279B.420(3)(f), before seeking judicial review, an Affected Person must file a Written protest with the Contract Review Authority or designee 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 Contract Review Authority or designee 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) **Contract Review Authority Response.** The Contract Review Authority or designee shall not consider an Affected Person's sole-source Procurement protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the public notice of the sole-source Procurement. The Contract Review Authority or designee shall issue a Written disposition of the

protest in a timely manner. If the Contract Review Authority or designee upholds the protest, in whole or in part, the Contracting Agency shall not enter into a sole-source Contract.

(5) **Judicial Review.** Judicial review of the Contract Review Authority's or designee's disposition of a sole-source Procurement protest shall be in accordance with ORS 279B.420.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.075

137-047-0720

Protests and Judicial Review of Multi-Tiered and Multistep Solicitations

(1) **Purpose.** An Affected Offeror may protest exclusion from the Competitive Range or from subsequent tiers or steps of a solicitation in accordance with the applicable Solicitation Document. When such a protest is permitted by the Solicitation Document, then pursuant to ORS 279B.420(3)(f), before seeking judicial review, an Affected Offeror must file a Written protest with the Contracting Agency 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 Contracting Agency's 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 Contracting Agency 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 Contracting Agency 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) **Contracting Agency Response.** The Contracting Agency 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 Contracting Agency shall issue a Written disposition of the protest in a timely manner. If the Contracting Agency upholds the protest, in whole or in part, the Contracting Agency may in its sole discretion either issue an Addendum under Rule 137-047-0430 reflecting its disposition or cancel the Procurement or solicitation under Rule 137-047-0660.

(6) **Judicial Review.** Judicial review of the Contracting Agency's 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

137-047-0730

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 ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective Offeror must file a Written protest with the Contracting Agency and exhaust all administrative remedies.

(b) Specific Special Procurements. Notwithstanding section 1(a) of this rule, a Person may not protest, challenge, or review approval of a Special Procurement except in conformance with ORS 279B.400.

(2) **Delivery.** Unless otherwise specified in the Solicitation Document, a prospective Offeror must deliver a Written protest to the Contracting Agency 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 desired changes to the Procurement process or the Solicitation Document that the prospective Offeror believes will remedy the conditions upon which the prospective Offeror based its protest.

(4) **Contracting Agency Response.** The Contracting Agency 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 Contracting Agency shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4). The

Contracting Agency shall issue a Written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the Contracting Agency upholds the protest, in whole or in part, the Contracting Agency may in its sole discretion either issue an Addendum reflecting its disposition under Rule 137-047-0430 or cancel the Procurement or solicitation under Rule 137-047-0660.

(5) **Extension of Closing.** If the Contracting Agency receives a protest from a prospective Offeror in accordance with this rule, the Contracting Agency may extend Closing if the Contracting Agency determines an extension is necessary to consider and respond to the protest.

(6) **Clarification.** Prior to the deadline for submitting a protest, a prospective Offeror may request that the Contracting Agency clarify any provision of the Solicitation Document. The Contracting Agency's clarification to an Offeror, whether orally or in Writing, does not change the Solicitation Document and is not binding on the Contracting Agency unless the Contracting Agency amends the Solicitation Document by Addendum.

(7) **Judicial Review.** Judicial review of the Contracting Agency's 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

137-047-0740

Protests and Judicial Review of Contract Award

(1) **Purpose.** An Offeror may protest the Award of a Contract, or the intent to Award of a Contract, whichever occurs first, if the conditions set forth in ORS 279B.410(1) are satisfied. An Offeror must file a Written protest with the Contracting Agency and exhaust all administrative remedies before seeking judicial review of the Contracting Agency's Contract Award decision. These administrative remedies apply to all public contracts awarded by Contracting Agency, including those awarded pursuant to an intermediate procurement.

(2) **Delivery.** Unless otherwise specified in the Solicitation Document, an Offeror must deliver a Written protest to the Contracting Agency within seven (7) Days after issuance of the notice of intent to Award the Contract, or Award of a Contract, whichever occurs first.

(3) **Content of Protest.** An Offeror's Written protest shall specify the grounds for the protest to be considered by the Contracting Agency pursuant to ORS 279B.410(2).

(4) **Contracting Agency Response.** The Contracting Agency 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 Contracting Agency shall issue a Written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the Contracting Agency upholds the protest, in whole or in part, the Contracting Agency may in its sole discretion either Award the Contract to the successful protestor or cancel the Procurement or solicitation.

(5) **Judicial Review.** Judicial review of the Contracting Agency's 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.

137-047-0745

Protests and Judicial Review of Qualified Products List Decisions

(1) **Purpose.** A prospective Offeror may protest the Contracting Agency's decision to exclude the prospective Offeror's Goods from the Contracting Agency's qualified products list under ORS 279B.115. A prospective Offeror must file a Written protest and exhaust all administrative remedies before seeking judicial review of the Contracting Agency's qualified products list decision.

(2) **Delivery.** Unless otherwise stated in the Contracting Agency'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 Contracting Agency within seven (7) Days after issuance of the Contracting Agency's decision to exclude the prospective Offeror's Goods from the qualified products list.

(3) **Content of Protest.** The prospective Offeror's protest shall be in Writing and must specify the grounds upon which the protest is based.

(4) **Contracting Agency Response.** The Contracting Agency 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 Contracting Agency's notice to prospective Offerors of the opportunity to submit Goods for inclusion on the qualified products list. The Contracting Agency shall issue a Written disposition of the protest in a timely manner. If the Contracting Agency upholds the protest, it shall include the successful protestor's Goods on the qualified products list.

(5) **Judicial Review.** Judicial review of the Contracting Agency's 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

137-047-0750

Judicial Review of Other Violations

Any violation of ORS chapter 279A or 279B by a Contracting Agency 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

137-047-0760

Review of Prequalification and Debarment Decisions

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

Stat. Auth.: ORS 279A.065
Stats. Implemented: ORS 279B.425

137-047-0800

Amendments to Contracts and Price Agreements

(1) **Generally.** A Contracting Agency may amend a Contract without additional competition in any of the following circumstances:

- (a) The amendment is within the scope of the Procurement as described in the Solicitation Documents, if any, or if no Solicitation Documents, as described in the sole source notice or the approved Special Procurement, if any. An amendment is not within the scope of the Procurement if the Agency determines that if it had described in the Procurement the changes to be made by the amendment, it would likely have increased competition or affected award of the Contract.;
- (b) These Rules otherwise permit the Contracting Agency to Award a Contract without competition for the goods or services to be procured under the Amendment.
- (c) The amendment is necessary to comply with a change in law that affects performance of the Contract.
- (d) The amendment results from renegotiation of the terms and conditions, including the Contract Price, of a Contract and the amendment is Advantageous to the Contracting Agency, subject to all of the following conditions:
 - (A) The Goods or Services to be provided under the amended Contract are the same as the Goods or Services to be provided under the unamended Contract.
 - (B) The Contracting Agency determines that, with all things considered, the amended Contract is at least as favorable to the Contracting Agency as the unamended Contract; and
 - (C) The renegotiated Contract will not increase or extend the total term of the original contract by more than one (1) year. 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 one (1) year longer than the longest term of any of the prior Contracts.
- (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.

(2) **Small or Intermediate Contract.** A Contracting Agency may amend a Contract Awarded as a small or intermediate Procurement pursuant to Section 1 of this rule, provided also that the total increased Contract Price does not exceed amendment allowances set forth in Rule 137-047-0265(2) for small Procurements and Rule 137-047-0270(4) for intermediate Procurements.

(3) **Emergency Contract.** A Contracting Agency 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.

(4) **Price Agreements.** A Contracting Agency may amend or terminate a Price Agreement as follows:

- (a) As permitted by the Price Agreement;
- (b) As permitted by this rule;
- (c) If the circumstances set forth in ORS 279B.140(2) exist; or
- (d) As permitted by applicable law.

Stat. Auth.: ORS 279A.065
Stats. Implemented: ORS 279A.065

137-047-0810

Termination of Price Agreements

(1) A Contracting Agency may terminate a Price Agreement as follows:

- (a) As permitted by the Price Agreement.
- (b) If the circumstances set forth in ORS 279B.140(2) exist; or
- (c) As permitted by applicable law.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279B.140

PUBLIC CONTRACTING RULES 2023

DIVISION 48

CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, PHOTOGRAMMETRIST, TRANSPORTATION PLANNING AND LAND SURVEYING SERVICES AND RELATED SERVICES CONTRACTS

137-048-0100

Application

These division 48 rules apply to the screening and selection of Architects, Engineers, Photogrammetrists, Transportation Planners, Land Surveyors and providers of Related Services under Contracts, and set forth the following procedures:

- (a) Procedures through which Contracting Agency selects Consultants to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, or Related Services; and
- (b) Two-tiered procedures for selection of Architects, Engineers, Photogrammetrists, Transportation Planners, Land Surveyors and providers of Related Services for certain public improvements owned and maintained by a Local Government.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279A.065 & ORS 279C.105

137-048-0110

Definitions

In addition to the definitions set forth in ORS 279A.010, 279C.100, and Rule 137-046-0110, the following definitions apply to these division 48 rules:

- (1) **"Consultant"** means an Architect, Engineer, Photogrammetrist, Transportation Planner, Land Surveyor or provider of Related Services. A Consultant includes a business entity that employs Architects, Engineers, Photogrammetrists, Transportation Planners, Land Surveyors or providers of Related Services, or any combination of the foregoing.
- (2) **"Estimated Fee"** means Contracting Agency'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.
- (3) **"Price Agreement,"** for purposes of this Division 48, is limited to mean an agreement related to the procurement of Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, or Related Services, under agreed-upon terms and conditions, including, but not limited to terms and conditions of later work orders or task orders for Project-specific Services, and which may include price or Consultant compensation information, with:
 - (a) No guarantee of a minimum or maximum purchase; or
 - (b) An initial work order, task order or minimum purchase, combined with a continuing Consultant obligation to provide Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services in which the Contracting Agency does not guarantee a minimum or maximum additional purchase.
- (4) **"Project"** means all components of a Contracting Agency's planned undertaking that gives rise to the need for a Consultant's Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, or Related Services, under a Contract.
- (5) **"Transportation Planning Services"** are defined in ORS 279C.100. Transportation Planning Services include only Project-specific transportation planning involved in the preparation of categorical exclusions, environmental assessments, environmental impact statements and other documents required for compliance with the National Environmental Policy Act, 42 USC 4321 et. seq. Transportation Planning Services do not include transportation planning for corridor plans, transportation system plans, interchange area management plans, refinement plans and other transportation plans not directly associated with an individual Project that will require compliance with the National Environmental Policy Act, 42 USC 4321 et. seq. Transportation Planning Services also do not include transportation planning for Projects not subject to the National Environmental Policy Act, 42 USC 4321 et. seq.
- (6) **"Related Services"** means personal services, other than architectural, engineering, photogrammetric, mapping, Transportation Planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvements, including, but not limited to, landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services,

material testing services, mechanical system balancing services, commissioning services, project management services, construction management services, and owner's representation services or land-use planning services.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279A.065 & ORS 279C.105

137-048-0120

[Reserved.]

137-048-0130

Applicable Selection Procedures; Pricing Information; Disclosure of Proposals; Conflicts of Interest

(1) When selecting the most qualified Consultant to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, Contracting Agency shall follow the applicable selection procedure under either Rule 137-048-0200 (Direct Appointment Procedure), 137-048-0210 (Informal Selection Procedure) or 137-048-0220 (Formal Selection Procedure). In following the Direct Appointment Procedure under Rule 137-048-0200, Contracting Agency may base its selection of a consultant on any information available to Agency.

(2) When selecting Consultants to perform Related Services, Contracting Agency shall follow either its Division 47 or Division 48 rules, as determined in its sole discretion.

(3) A Contracting Agency is not required to follow the procedures in Section (1) or Section (2) of this rule, when the Contracting Agency has established Price Agreements with more than one Consultant and is selecting a single Consultant to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services under an individual work order or task order. Provided, however, the criteria and procedures the Contracting Agency uses to select a single Consultant, when the Contracting Agency has established Price Agreements with more than one Consultant, must meet the requirements of Rule 137-048-0270 (Price Agreements).

(4) Contracting Agency may use electronic methods to screen and select a Consultant in accordance with the procedures described in Rule 137-047-0330 (Electronic Procurement).

(5) For purposes of these division 48 rules, a "mixed" Contract is one requiring the Consultant to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, and also provide Related Services, other Services or other related Goods under the Contract. A Contracting Agency's classification of a procurement that will involve a "mixed" Contract will be determined by the predominant purpose of the Contract. A Contracting Agency will determine the predominant purpose of the Contract by determining which of the Services involves the majority of the total Estimated Fee to be paid under the Contract. If the majority of the total Estimated Fee to be paid under the Contract is for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, the Contracting Agency shall comply with the requirements of ORS 279C.110 and Section (1) of this rule. If the majority of the total Estimated Fee to be paid under the Contract is for Related Services, the Contracting Agency shall comply with the requirements of ORS 279C.120 and Section (2) of this rule. If the majority of the total Estimated Fee to be paid under the Contract is for some other Services or Goods under the Public Contracting Code, the Contracting Agency shall comply with the applicable provisions of the Public Contracting Code and Divisions 46, 47 and 49 of these Rules that match the predominant purpose of the Contract.

(6) Consistent with the requirements of ORS 279C.107 and the remaining requirements of ORS 279C.100, 279C.105 and 279C.110 through 279C.125, the following provisions apply to proposals received by a Contracting Agency for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services:

(a) The term "competitive proposal," for purposes of ORS 279C.107, includes proposals submitted under these Division 48 Rules.

(b) In the limited circumstances permitted by ORS 279C.110, 279C.115 and 279C.120, where the Contracting Agency is conducting discussions or negotiations with proposers who submit proposals that the Contracting Agency has determined to be closely competitive or to have a reasonable chance of being selected for award, the Contracting Agency may open proposals so as to avoid disclosure of proposal contents to competing Proposers, consistent with the requirements of ORS 279C.107. Otherwise, Contracting Agency may open proposals in such a way as to avoid disclosure of the contents until after the Contracting Agency executes a Contract with the selected Consultant. If the Contracting Agency determines that it is in the best interest of the Contracting Agency to do so, the Contracting Agency may make proposals available for public inspection following the Contracting Agency's issuance of a notice of intent to award a Contract to a Consultant.

(c) Disclosure of proposals and proposal information is otherwise governed by ORS 279C.107.

(7) Per ORS 279C.307, pertaining to requirements to ensure the objectivity and independence of providers of certain Personal Services which are procured under ORS chapter 279C, and unless permitted by ORS 279C.307(3), Contracting Agency may not:

(a) Procure services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract from a Contractor or an affiliate of a Contractor who is a party to the Public

Contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the Services; or

(b) Procure services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract through the Public Contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the Services.

(8) The requirements of ORS 279C.307 and Section (7) of this rule apply in the following circumstances, except as provided in Section (9) of this rule:

(a) A Contracting Agency requires the Procurement of Personal Services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Public Contract or performance under a Public Contract that is subject to ORS chapter 279C. A Public Contract that is "subject to ORS chapter 279C" includes a Public Contract for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, a Public Contract for Related Services or a Public Contract for construction services under ORS chapter 279C.

(b) The Procurements of Personal Services subject to the restrictions of ORS 279C.307 include, but are not limited to, the following:

(A) Procurements for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, which involve overseeing or monitoring the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C;

(B) Procurements for commissioning services, which involve monitoring, inspecting, evaluating or otherwise overseeing the performance of a Contractor providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C;

(C) Procurements for project management services, which involve administration, management, monitoring, inspecting, evaluating compliance with or otherwise overseeing the performance of a Contractor providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, construction services subject to ORS chapter 279C, commissioning services or other Related Services for a Project;

(D) Procurements for special inspections and testing services, which involve inspecting, testing or otherwise overseeing the performance of a construction Contractor under a Public Contract for construction services subject to ORS chapter 279C; and

(E) Procurements for other Related Services or Personal Services, which involve administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing the Public Contracts described in Section (8)(a) of this rule.

(9) The restrictions of ORS 279C.307 do not apply in the following circumstances, except as further specified below:

(a) To a Contracting Agency's Procurement of both design services and construction services through a single "Design-Build" Procurement, as that term is defined in Rule 137-049-0610. Such a Design-Build Procurement includes a Procurement under an Energy Savings Performance Contract, as defined in ORS 279A.010. Provided, however, the restrictions of ORS 279C.307 do apply to a Contracting Agency's Procurement of Personal Services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Design-Build Contract or performance under such a Contract resulting from a Design-Build Procurement; and

(b) To a Contracting Agency's Procurement of both pre-construction services and construction services through a single "Construction Manager/General Contractor" Procurement, as defined in Rule 137-049-0610. Provided, however, the restrictions of ORS 279C.307 do apply to a Contracting Agency's Procurement of Personal Services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a Construction Manager/General Contractor Contract or performance under such a Contract resulting from a Construction Manager/General Contractor Procurement.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279A.065 & ORS 279C.100-279C.125

SELECTION PROCEDURES

137-048-0200

Direct Appointment Procedure

(1) Contracting Agency may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:

(a) Contracting Agency finds that an Emergency exists; or

(b) The Estimated Fee to be paid under the Contract does not exceed \$100,000; or

(c) The following requirements are met:

(A) The services consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that have been substantially described, planned or otherwise previously studied in an earlier Contract with the same Consultant and are rendered for the same Project

as the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services rendered under the earlier Contract; and

(B) Contracting Agency used either the formal selection procedure under Rule 137-048-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract.

(d) Continuation of Project With Extensive Estimated Fee. Where a Project is being continued under subsection 1(c) of this rule, and the Estimated Fee is expected to exceed \$250,000, the Contracting Agency must make written findings that entering into a Contract with the Consultant, whether in the form of an amendment to an existing Contract or a separate Contract for the additional scope of services, will:

(A) Promote efficient use of public funds and resources and result in substantial cost savings to the Contracting Agency; 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.

(2) Contracting Agency may select a Consultant for a Contract under this rule from any and all Consultants offering the required Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that the Contracting Agency reasonably can identify under the circumstances.

(3) The Contracting Agency shall direct negotiations with a Consultant selected under this rule toward obtaining written agreement on:

(a) The Consultant's performance obligations and performance schedule;

(b) Payment methodology, Consultant's rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the Contracting Agency as determined solely by the Contracting Agency, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and

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

Stat. Auth.: ORS 279A.065 & ORS 279C.105

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

137-048-0210

Informal Selection Procedure

(1) Contracting Agency may use the informal selection procedure described in this rule to obtain a Contract if the Estimated Fee is expected not to exceed \$250,000.

(2) If using the informal selection procedure on the basis of qualifications alone or, for Related Services, on the basis of price and/or qualifications, Contracting Agency shall:

(a) Create a Request for Proposals that includes at a minimum the following:

(A) A description of the Project for which a Consultant's Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services are needed and a description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that will be required under the resulting Contract;

(B) The anticipated Contract performance schedule;

(C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the Project, including construction services;

(D) The date and time Proposals are due and other directions for submitting Proposals;

(E) Criteria upon which the most qualified Consultant will be selected. Selection criteria may include, but are not limited to, the following:

(i) Consultant's specialized experience, capabilities and technical competence, which may be demonstrated with Consultant's proposed approach and methodology to meet the project requirements;

(ii) The amount and type of resources and number of experienced staff the Consultant has committed to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the 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, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services;

(iii) Proposed management techniques for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Request for Proposals;

(iv) A Consultant's capability, experience and past performance history and record in providing similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services, including but not limited to quality of work, ability to meet schedules, cost control methods and Contract administration practices;

- (v) A Consultant's approach to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Request for Proposals and design philosophy, if applicable;
- (vi) A Consultant's geographic proximity to and familiarity with the physical location of the Project;
- (vii) Volume of work, if any, previously awarded to a Consultant, with the objective of effecting equitable distribution of Contracts among qualified Consultants, provided such distribution does not violate the principle of selecting the most qualified Consultant for the type of professional services required;
- (viii) A Consultant's ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses;
- (ix) If the Contracting Agency complies with the additional requirements of Section (3) of this Rule or is selecting a Consultant to provide Related Services, pricing policies and pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead.
- (F) A Statement that Proposers responding to the RFP do so solely at their expense, and Contracting Agency is not responsible for any Proposer expenses associated with the RFP;
- (G) A statement directing Proposers to the protest procedures set forth in these Division 48 rules; and
- (H) A sample form of the Contract.
- (b) Provide a Request for Proposals to a minimum of three (3) prospective Consultants drawn from any and all Consultants that the Contracting Agency reasonably can locate that offer the desired Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services, or any combination of the foregoing. If three (3) prospective Consultants cannot reasonably be located, Contracting Agency shall document its efforts in writing and provide the RFP to those Consultants that were located.
- (c) Review and rank all Proposals received according to the criteria set forth in the Request for Proposals.
- (3) Pricing policies, proposals or other pricing information may be used as part of the Contracting Agency's screening and selection process, if Contracting Agency:
 - (a) States in the RFP:
 - (A) That the Contracting Agency will screen and select Consultants as provided in ORS 279C.110(5);
 - (B) How the Contracting Agency will rank proposals from Consultants, with a specific focus on:
 - (i) Which factors the Contracting Agency will consider in evaluating proposals, including pricing policies, proposals, or other pricing information; and
 - (ii) The relative weight in points or percentages the Contracting Agency will give each factor;
 - (C) An estimate of the cost of services the Contracting Agency seeks in the procurement;
 - (D) A sufficiently detailed scope of work to enable a Consultant to prepare a responsive Proposal.
 - (b) First evaluates each Consultant on the basis of the Consultant's qualifications to perform the services described in the solicitation document.
 - (c) Announces the evaluation scores and rank of each Consultant according to the solicitation criteria. The Contracting Agency may identify up to three (3) of the top-ranked prospective Consultants as qualified to perform the services sought and may request a pricing proposal from each. The pricing proposals:
 - (A) Must include:
 - (i) A schedule of hourly rates that the Consultant will charge for the work of each individual or each labor classification that will perform the services sought that is irrevocable for not less than ninety (90) days after the date of the Proposal; and
 - (ii) A reasonable estimate of hours that the Consultant will require to perform the services sought.
 - (B) May include, at the Contracting Agency's request, additional pricing information that is limited to:
 - (i) A description of each task proposed by Consultant;
 - (ii) A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to each individual or labor classification; and
 - (iii) A list of reimbursable expenses, including travel expenses, that the Consultant expects to incur when providing the proposed services.
 - (d) Permits each top-ranked Consultant to withdraw from consideration for award if the Consultants does not wish to provide a price proposal.
 - (f) Completes the evaluation and selects a Consultant from among the identified top-ranked Consultants, giving not more than fifteen (15) percent weight to each Consultant's price proposal.
- (4) If Contracting Agency does not cancel the RFP after it reviews and ranks each Consultant, Contracting Agency will begin negotiating a Contract with the highest ranked Consultant. Contracting Agency shall direct negotiations toward obtaining written agreement on:
 - (a) The Consultant's scope of services, performance obligations and performance schedule;
 - (b) Payment methodology, Consultant's rates and number of hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the Contracting Agency as determined solely by the Contracting Agency, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and

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

(5) The Contracting Agency shall, either orally or in writing, formally terminate negotiations with the highest ranked Consultant, if the Contracting Agency and Consultant are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Contracting Agency may thereafter negotiate with the second ranked Consultant, and if necessary, with the third ranked Consultant, in accordance with Section (4) of this rule, and as limited by Section (3) of this rule to the identified top-ranked Consultants, if price was an evaluation criteria, until negotiations result in a Contract. If negotiations with any of the Consultants do not result in a Contract within a reasonable amount of time, the Contracting Agency 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 137-048-0220 (Formal Selection Procedure).

(6) The Contracting Agency shall terminate the informal selection procedure and proceed with the formal selection procedure under Rule 137-048-0220 if the scope of the anticipated Contract is revised during negotiations so that the Estimated Fee will exceed \$250,000.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279C.110

137-048-0220

Formal Selection Procedure

(1) Contracting Agency shall use the formal selection procedure described in this rule to select Consultants if the Consultants cannot be selected under either 137-048-0200 (Direct Appointment Procedure) or under 137-048-0210 (Informal Selection Procedure). The formal selection procedure described in this rule may otherwise be used at Contracting Agency's discretion.

(2) When using the formal selection procedure Contracting Agency shall obtain Contracts through public advertisement of Requests for Proposals, or Requests for Qualifications followed by Requests for Proposals.

(a) Except as provided in subsection (b) of this section, Contracting Agency shall advertise each RFP and RFQ at least once in at least one newspaper of general circulation in the area where the Project is located and in as many other issues and publications as desired by Contracting Agency to achieve adequate competition. Other issues and publications may include, but are not limited to, local newspapers, trade journals, and publications targeted to reach the minority, women and emerging small business enterprise audiences.

(A) Contracting Agency shall publish the advertisement within a reasonable time before the deadline for the Proposal submission or response to the RFQ or RFP, but in any event no fewer than fourteen (14) calendar days before the closing date set forth in the RFQ or RFP.

(B) Contracting Agency shall include a brief description of the following items in the advertisement:

(i) The Project;

(ii) A description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services the Contracting Agency seeks;

(iii) How and where Consultants may obtain a copy of the RFQ or RFP; and

(iv) The deadline for submitting a Proposal or response to the RFQ or RFP.

(b) In the alternative to advertising in a newspaper as described in subsection (2)(a) of this rule, the Contracting Agency shall publish each RFP and RFQ by one or more of the electronic methods identified in Rule 137-046-0110(14). The Contracting Agency shall comply with subsections (2)(a)(A) and (2)(a)(B) of this rule when publishing advertisements by electronic methods.

(c) In addition to publishing notice under Subsections (a) and (b) of this Section, Contracting Agency may also choose to send the RFP or RFQ, or notice thereof, directly to qualified Consultants.

(3) Request for Qualifications Procedure. Contracting Agency may use the RFQ procedure to evaluate potential Consultants and establish a short list of qualified Consultants to whom the Contracting Agency may issue an RFP for some or all of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFQ.

(a) A Contracting Agency shall include the following, at a minimum, in each RFQ:

(A) A brief description of the Project for which the Contracting Agency is seeking Consultants;

(B) A description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services the Contracting Agency seeks for the Project;

(C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the Project, including but not limited to construction services;

(D) The deadline for submitting a response to the RFQ;

(E) A description of required Consultant qualifications for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services the Contracting Agency seeks;

(F) The RFQ evaluation criteria, including weights, points or other classifications applicable to each criterion;

(G) A statement whether or not the Contracting Agency will hold a pre-qualification meeting for all interested Consultants to discuss the Project and the Architectural, Engineering, Photogrammetric Mapping, Transportation

Planning or Land Surveying Services or Related Services described in the RFQ and if a pre-qualification meeting will be held, the location of the meeting and whether or not attendance is mandatory; and

(H) A Statement that Consultants responding to the RFQ do so solely at their expense, and that the Contracting Agency is not responsible for any Consultant expenses associated with the RFQ.

(b) A Contracting Agency may not request pricing policies, cost proposals, or other pricing information in the RFQ, but may request for any or all of the following:

(A) A statement describing Consultants' general qualifications and related performance information;

(B) A description of Consultants' specific qualifications to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFQ including Consultants' committed resources and recent, current and projected workloads;

(C) A list of similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services and references concerning past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;

(D) A copy of all records, if any, of Consultants' performance under Contracts with any other Contracting Agency;

(E) The number of Consultants' experienced staff committed to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFQ, including such personnel's specific qualifications and experience and an estimate of the proportion of time that such personnel would spend on those services;

(F) Consultants' approaches to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFQ and design philosophy, if applicable;

(G) Consultants' geographic proximity to and familiarity with the physical location of the Project;

(H) Consultants' Ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses;

(I) If the Contracting Agency is selecting a Consultant to provide Related Services, Consultants' pricing policies and pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead;

(J) Consultants' ability to assist Contracting Agency in complying with the solar energy technology requirements of ORS 279C.527; and

(K) Any other information Contracting Agency deems reasonably necessary to evaluate Consultants' qualifications.

(c) Contracting Agency may use any reasonable screening or evaluation method to establish a short list of qualified Consultants, including but not limited to, the following:

(A) Requiring Consultants responding to an RFQ to achieve a threshold score before qualifying for placement on the short list;

(B) Placing a pre-determined number of the highest scoring Consultants on a short list;

(C) Placing on a short list only those Consultants with certain essential qualifications or experience, whose practice is limited to a particular subject area, or who practice in a particular geographic locale or region, provided that such factors are material, would not unduly restrict competition, and were announced as dispositive in the RFQ.

(d) No Consultant will be eligible for placement on a Contracting Agency's short list established under subsection (3)(d) of this rule if Consultant or any of Consultant's principals, partners or associates are members of the Contracting Agency's RFQ evaluation committee.

(e) Except when the RFQ is cancelled, a Contracting Agency shall provide a copy of the subsequent RFP to each Consultant on the short list.

(4) Formal Selection of Consultants Through Request for Proposals. Contracting Agency shall use the procedure described in this Section (4) of this rule when issuing an RFP for a Contract described in Section (1) of this rule.

(a) RFP Required Contents. Contracting Agency 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, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services sought for the Project, the estimated Project cost, the estimated time period during which the Project is to be completed, and the estimated time period in which the specific Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services sought will be performed.

(B) The RFP evaluation process and the criteria which will be used to select the most qualified Proposer, including the weights, points or other classifications applicable to each criterion. If the Contracting Agency does not indicate the applicable number of points, weights or other classifications, then each criterion is of equal value. Evaluation criteria may include, but are not limited to, the following:

(i) Proposers' availability and capability to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP;

(ii) Experience of Proposers' key staff persons in providing similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services, or Related Services on comparable projects;

(iii) The amount and type of resources, and number of experienced staff persons Proposers have committed to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP;

- (iv) The recent, current and projected workloads of the staff and resources referenced in subsection (4)(a)(B)(iii), above;
- (v) The proportion of time Proposers estimate that the staff referenced in subsection (4)(a)(B)(iii), above, would spend on the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP;
- (vi) Proposers' demonstrated ability to complete successfully similar Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services on time and within budget, including whether or not there is a record of satisfactory performance;
- (vii) References and recommendations from past clients;
- (viii) Proposers' performance history in meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations, price and cost data from previous projects, cost controls and contract administration;
- (ix) Status and quality of any required license or certification;
- (x) Proposers' knowledge and understanding of the Project and Architectural, Engineering and Land Surveying Services or Related Services described in the RFP as shown in Proposers' approaches to staffing and scheduling needs for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services and proposed solutions to any perceived design and constructability issues;
- (xi) Results from interviews, if conducted;
- (xii) Design philosophy, if applicable, and approach to the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP;
- (xiii) If the Contracting Agency complies with the additional requirements of Section (4)(b) of this Rule, or is selecting a Consultant to provide Related Services, pricing policies and pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead; and
- (xiv) Any other criteria that the Contracting Agency deems relevant to the Project and the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP, including, where the nature and budget of the Project so warrant, a design competition between competing Proposers. Provided, however, these additional criteria cannot include pricing policies, pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead, when the sole purpose or predominant purpose of the RFP is to obtain Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services.
- (C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the Project, including but not limited to construction services;
- (D) Whether interviews are possible and if so, the weight, points or other classifications applicable to the potential interview;
- (E) The date and time Proposals are due, and the delivery location for Proposals;
- (F) Reservation of the right to seek clarifications of each Proposal;
- (G) Reservation of the right to negotiate a final Contract that is in the best interest of the Contracting Agency;
- (H) Reservation of the right to reject any or all Proposals and reservation of the right to cancel the RFP at any time if doing either would be in the public interest as determined by the Contracting Agency;
- (I) A Statement that Proposers responding to the RFP do so solely at their expense, and Contracting Agency is not responsible for any Proposer expenses associated with the RFP;
- (J) A statement directing Proposers to the protest procedures set forth in these division 48 rules;
- (K) Special Contract requirements, including but not limited to disadvantaged business enterprise ("DBE"), minority business enterprise ("MBE"), women business enterprise ("WBE") and emerging small business enterprise ("ESB") participation goals or good faith efforts with respect to DBE, MBE, WBE and ESB participation, and federal requirements when federal funds are involved;
- (L) A statement whether or not the Contracting Agency will hold a pre-Proposal meeting for all interested Consultants to discuss the Project and the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP and if a pre-Proposal meeting will be held, the location of the meeting and whether or not attendance is mandatory;
- (M) A request for any information the Contracting Agency deems reasonably necessary to permit the Contracting Agency to evaluate, rank and select the most qualified Proposer to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP;
- (N) Where applicable, a statement requiring design compliance with ORS 279C.527, regarding green energy technology; and
- (O) A sample form of the Contract.
- (b) Pricing policies, proposals or other pricing information may be used as part of the Contracting Agency's screening and selection process, if Contracting Agency:
- (A) States in the RFP:
 - (i) That the Contracting Agency will screen and select Consultants as provided in ORS 279C.110(5);
 - (ii) How the Contracting Agency will rank proposals from Consultants, with a specific focus on:

1. Which factors the Contracting Agency will consider in evaluating proposals, including pricing policies, proposals, or other pricing information; and
2. The relative weight in points or percentages the Contracting Agency will give each factor;
- (iii) An estimate of the cost of services the Contracting Agency seeks in the procurement;
- (iv) A sufficiently detailed scope of work to enable a Consultant to prepare a responsive Proposal.

(B) First evaluates each Consultant on the basis of the Consultant's qualifications to perform the services described in the solicitation document.

(C) Announces the evaluation scores and rank of each Consultant according to the solicitation criteria. The Contracting Agency may identify up to three (3) of the top-ranked prospective Consultants as qualified to perform the services sought and may request a pricing proposal from each. The pricing proposals:

- (i) Must include:
 1. A schedule of hourly rates that the Consultant will charge for the work of each individual or each labor classification that will perform the services sought that is irrevocable for not less than ninety (90) days after the date of the Proposal; and
 2. A reasonable estimate of hours that the Consultant will require to perform the services sought.
- (ii) May include, at the Contracting Agency's request, additional pricing information that is limited to:
 1. A description of each task proposed by Consultant;
 2. A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to each individual or labor classification; and
 3. A list of reimbursable expenses, including travel expenses, that the Consultant expects to incur when providing the proposed services.

(D) Permits each top-ranked Consultant to withdraw from consideration for award if the Consultant does not wish to provide a price proposal.

(E) Completes the evaluation and selects a Consultant from among the identified top-ranked Consultants, giving not more than fifteen (15) percent weight to each Consultant's price proposal.

(c) RFP Evaluation Committee. The Contracting Agency shall either establish a committee or designate an individual to review, score and rank Proposals according to the evaluation criteria set forth in the RFP. If the RFP has followed an RFQ, the Contracting Agency may include the same members who served on the RFQ evaluation committee. The Contracting Agency may appoint to the evaluation committee Contracting Agency employees or employees of other public agency with experience in Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying, Related Services, construction services or Public Contracting. At least one member of an evaluation committee must be a Contracting Agency employee. If the Contracting Agency procedure permits, the Contracting Agency may include on the evaluation committee private practitioners of architecture, engineering, land surveying or related professions. If formed, the Contracting Agency shall designate a member of the evaluation committee as the evaluation committee chairperson.

(d) No Proposer will be eligible for award of the Contract under the RFP if Proposer or any of Proposer's principals, partners or associates are members of the Contracting Agency's RFP evaluation committee for the Contract;

(e) If the Contracting Agency does not cancel the RFP after completing the scoring and ranking for each Proposer, the Contracting Agency will begin negotiating a Contract with the highest ranked Proposer. The Contracting Agency shall direct negotiations toward obtaining written agreement on:

- (A) The Consultant's scope of services, performance obligations and performance schedule;
- (B) Payment methodology, Consultant's rates and number hours, and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the Contracting Agency as determined solely by the Contracting Agency, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and
- (C) Any other provisions the Contracting Agency believes to be in the Contracting Agency's best interest to negotiate.

(f) The Contracting Agency shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the Contracting Agency and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Contracting Agency may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, in accordance with subsection (4)(e), and as limited by subsection (4)(b) of this rule to the identified top-ranked Consultants, if price was an evaluation criteria, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the Contracting Agency may end the particular formal solicitation. Nothing in this rule precludes a Contracting Agency from proceeding with a new formal solicitation for the same Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP that failed to result in a Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.110 & ORS 279C.527

137-048-0230

Ties Among Proposers

(1) If Contracting Agency 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 Contracting Agency may select a candidate through any process that the Contracting Agency believes will result in the best value for the Contracting Agency taking into account the scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services. Provided, however, the tie breaking process established by the Contracting Agency under this Section (1) cannot be based on the Consultant's pricing policies, pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead. The process must be designed to instill public confidence through ethical and fair dealing, honesty and good faith on the part of the Contracting Agency and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the Contracting Agency and the selected Proposer shall proceed with negotiations under Rules 137-048-0210(4) or 137-048-0220(4)(c), as applicable.

(2) If Contracting Agency is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines after the ranking of Proposers that two or more Proposers are identical in terms of price or are identical in terms of price and qualifications, then the Contracting Agency shall follow the procedure set forth in Rule 137-046-0300 (Preferences for Oregon Goods and Services), to select the Consultant.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279C.105 & ORS 279C.110

137-048-0240

Protest Procedures

(1) **RFP Protest and Request for Change.** Pursuant to ORS 279C.110(8), Consultants may submit a written protest of anything contained in an RFP and may request a change to any provision, specification or Contract term contained in an RFP, no later than seven (7) calendar days prior to the date Proposals are due, unless a different deadline is indicated in the RFP. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. The Contracting Agency may not consider any protest or request for change that is submitted after the submission deadline.

(2) **Protest of Consultant Selection.** Pursuant to ORS 279C.110(8), Consultants may protest Contracting Agency's Consultant selection for award, as follows:

(a) Single Award. In the event of an award to a single Proposer, the Contracting Agency shall provide to all Proposers a copy of the selection notice that the Contracting Agency sent to the highest ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice unless a different deadline is indicated in the RFP. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP.

(b) Multiple Award. In the event of an award to more than one Proposer, the Contracting Agency shall provide to all Proposers copies of the selection notices that the Contracting Agency sent to the highest ranked Proposers. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposers may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notices, unless a different deadline is indicated in the RFP. A Proposer submitting a protest must claim that the protesting Proposer is one of the highest ranked proposers because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP, or because a sufficient number of Proposals of higher ranked Proposers failed to meet the requirements of the RFP. In the alternative, a Proposer submitting a protest must claim that the Proposals of all higher ranked Proposers, or a sufficient number of higher ranked Proposers, are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the RFP.

(c) Effect of Protest Submission Deadline. A Contracting Agency may not consider any protest that is submitted after the submission deadline.

(3) **Resolution of Protests.** A duly authorized representative of the Contracting Agency shall resolve all timely submitted protests within a reasonable time following the Contracting Agency's receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, the Contracting Agency shall revise the RFP accordingly and shall re-advertise the RFP in accordance with these rules.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

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

137-048-0250**Solicitation Cancellation, Delay or Suspension; Rejection of All Proposals or Responses; Consultant Responsibility for Costs**

A Contracting Agency may cancel, delay or suspend a solicitation, RFQ or other preliminary Procurement document, whether related to a Direct Appointment Procedure (Rule 137-048-0200), the Informal Selection Procedure (Rule 137-048-0210), or the Formal Selection Procedure (Rule 137-048-0220), or reject all Proposals, responses to RFQs, responses to other preliminary Procurement documents, or any combination of the foregoing, if the Contracting Agency believes it is in the public interest to do so. In the event of any such cancellation, delay, suspension or rejection, the Contracting Agency is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection. Consultants responding to either solicitations, RFQs or other preliminary Procurement documents are responsible for all costs they may incur in connection with submitting Proposals, responses to RFQs or responses to other preliminary Procurement documents. In the event of any such cancellation, Contracting Agency shall return Proposals to Proposers and keep a list of returned Proposals in the Solicitation file, in accordance with ORS 279C.107.

Stat. Auth.: ORS 279A.065

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

137-048-0260**Two-Tiered Selection Procedure when State Agency is Lead Contracting Agency**

(1) If the Contracting Agency requires an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services for a public improvement owned and maintained by that Local Contracting Agency, and a State Agency will serve as the lead Contracting Agency and will enter into Contracts with Architects, Photogrammetrists, Transportation Planners, Engineers or Land Surveyors for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services for that public improvement, the State Contracting Agency shall utilize the two-tiered selection process described below to obtain these Contracts with Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors.

(2) **Tier One.** The State Contracting Agency shall, when feasible, identify no fewer than the three (3) most qualified Proposers responding to an RFP pursuant to its own rules or, if permitted by state, by these Division 48 rules applicable selection procedures described in from among Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors, and shall notify the Local Contracting Agency of the Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors selected.

(3) **Tier Two.** In accordance with the qualifications-based selection requirements of ORS 279C.110, the Local Contracting Agency shall either:

(a) Select an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor from the State Contracting Agency's list of Proposers to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services for Local Contracting Agency's public improvement; or

(b) Select an Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services for Local Contracting Agency's public improvement through an alternative process adopted by the Local Contracting Agency, consistent with the provisions of the applicable RFP, if any, and these division 48 rules. The Local Contracting Agency's alternative process must be described in the applicable RFP, may be structured to take into account the unique circumstances of the Local Contracting Agency and may include provisions to allow the Local Contracting Agency to perform its tier two responsibilities efficiently and economically, alone or in cooperation with other Local Contracting Agencies. The Local Contracting Agency's alternative process may include, but is not limited to, one or more of the following methods:

(A) A general written direction from the Local Contracting Agency to the State Contracting Agency, prior to the advertisement of a Procurement or series of Procurements or during the course of the Procurement or series of Procurements, that the Local Contracting Agency's tier two selection shall be the highest-ranked firm identified by the State Contracting Agency during the tier one process, and that no further coordination or consultation with the Local Contracting Agency is required. However, the Local Contracting Agency may provide written notice to the State Contracting Agency that the Local Contracting Agency's general written direction is not to be applied for a particular Procurement and describe the process that the Local Contracting Agency will utilize for the particular Procurement. In order for a written direction from the Local Contracting Agency consistent with this subsection to be effective for a particular Procurement, it must be received by the State Contracting Agency with adequate time for the State Contracting Agency to revise the RFP in order for Proposers to be notified of the tier two process to be utilized in the Procurement. In the event of a multiple award under the terms of the applicable Procurement, the written direction from the Local Contracting Agency may apply to the highest ranked firms that are selected under the terms of the Procurement document.

(B) An intergovernmental agreement between the Local Contracting Agency and the State Contracting Agency outlining the alternative process that the Local Contracting Agency has adopted for a Procurement or series of Procurements.

(C) Where multiple Local Government Agencies are involved in a two-tiered selection procedure, the Local Government Agencies may name one or more authorized representative(s) to act on behalf of all the Local Government Agencies, whether the Local Government Agencies are acting collectively or individually, to select the Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services under the tier two selection process. In the event of a multiple award under the terms of the applicable Procurement, the authorized representative(s) of the Local Contracting Agencies may act on behalf of the Local Contracting Agencies to select the highest ranked firms that are required under the terms of the Procurement document, as part of the tier two selection process.

(4) The State Contracting Agency shall thereafter begin Contract negotiations with the selected Architect, Engineer, Photogrammetrist, Transportation Planner or Land Surveyor in accordance with the negotiation provisions in Rule 137-048-0200 (Direct Appointment Procedure), 137-048-0210 (Informal Selection Procedure) or 137-048-0220 (Formal Selection Procedure) as applicable.

(5) Nothing in these division 48 rules should be construed to deny or limit a Local Contracting Agency's ability to enter into a Contract directly with Architects, Engineers, Photogrammetrists, Transportation Planners, or Land Surveyors pursuant to ORS 279C.125(4), through a selection process established by that Local Contracting Agency.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279C.110 & ORS 279C.125

137-048-0270

Price Agreements

(1) Contracting Agency may establish Price Agreements for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services, when the Contracting Agency cannot determine the precise quantities of those Services which the Contracting Agency will require over a specified time period.

(2) When establishing Price Agreements under this rule, a Contracting Agency shall select no fewer than three Consultants, when feasible. The selection procedures for establishing Price Agreements shall be in accordance with Rule 137-048-0130(1) or 137-048-0130(2), as applicable. Contracting Agency may select a single Consultant, when a Price Agreement is awarded to obtain services for a specific Project or a closely-related group of Projects.

(3) Solicitation materials and the terms and conditions for a Price Agreement for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services must:

(a) Include a scope of services, menu of services, a specification for services or a similar description of the nature, general scope, complexity and purpose of the procurement that will reasonably enable a prospective bidder or Proposer to decide whether to submit a bid or proposal;

(b) Specify whether the Contracting Agency intends to award a Price Agreement to one Consultant or to multiple Consultants. If the Contracting Agency will award a Price Agreement to more than one Consultant, the solicitation document and Price Agreement shall describe the criteria and procedures the Contracting Agency will use to select a Consultant for each individual work order or task order. Subject to the requirements of ORS 279C.110, the criteria and procedures to assign work orders or task orders that only involve or predominantly involve Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying services are at the Contracting Agency's sole discretion. In accordance with Rule 137-048-0130(2) applicable to Related Services procurements, the selection criteria and procedures may be based solely on the qualifications of the Consultants, solely on pricing information, or a combination of both qualifications and pricing information. Pricing information requested for Price Agreements with any Division 48 Consultant may include the number of hours proposed for the services required, expenses, hourly rates, the number of hours, overhead and other price factors. Work order or task order assignment procedures under Price Agreements may include direct appointments, subject to the requirements of Rule 137-048-0200; and

(c) Specify the maximum term for assigning Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services under the Price Agreement.

(4) All Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services assigned under a Price Agreement require a written work order or task order issued by the Contracting Agency. Any work orders or task orders assigned under a Price Agreement must include, at a minimum, the following:

(a) A clearly defined statement of work and performance schedule for any deliverables;

(b) The payment methodology, Consultant rates and number of hours, and a maximum, not-to-exceed price for the services required under the work order or task order that is fair and reasonable to the Contracting Agency, as determined solely by the Contracting Agency, taking into account the value, scope, complexity and nature of the services; and

- (c) Language that incorporates all applicable terms and conditions of the Price Agreement into the work order or task order; and
- (d) Any other provisions the Contracting Agency believes to be in the Contracting Agency's best interest.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279A.065, ORS 279C.110 & ORS 279C.120

POST-SELECTION CONSIDERATIONS

137-048-0300

Prohibited Payment Methodology; Purchase Restrictions

- (1) Except as otherwise allowed by law, Contracting Agency shall not enter into any Contract which includes compensation provisions that expressly provide for payment of:
 - (a) Consultant's costs under the Contract plus a percentage of those costs; or
 - (b) A percentage of the Project construction costs or total Project costs.
- (2) Except as otherwise allowed by law, Contracting Agency shall not enter into any Contract in which:
 - (a) The compensation paid under the Contract is solely based on or limited to the Consultant's hourly rates for the Consultant's personnel working on the Project and reimbursable expenses incurred during the performance of work on the Project (sometimes referred to as a "time and materials" Contract); and
 - (b) The Contract does not include a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract.
- (3) Except in cases of Emergency or in the particular instances noted in the subsections below, Contracting Agency shall not purchase any building materials, supplies or equipment for any building, structure or facility constructed by or for Contracting Agency from any Consultant under a Contract with Contracting Agency to perform Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services, for the building, structure or facility. This prohibition does not apply if either of the following circumstances exists:
 - (a) The Consultant is providing Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services under a Contract with a Contracting Agency to perform Design-Build services or Energy Savings Performance Contract services (see Rules 137-049-0670 and 137-049-0680); or
 - (b) That portion of the Contract relating to the acquisition of building materials, supplies or equipment was awarded to the Consultant pursuant to applicable law governing the award of such a Contract.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

Stats. Implemented: ORS 279A.065 & ORS 279C.105

137-048-0310

Expired or Terminated Contracts; Reinstatement

- (1) If Contracting Agency enters into a Contract for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services and that Contract subsequently expires or is terminated, the Contracting Agency may proceed as follows, subject to the requirements of subsection (2) of this rule:
 - (a) Expired Contracts. If the Contract has expired as the result of Project delay caused by the Contracting Agency or caused by any other occurrence outside the reasonable control of the Contracting Agency or the Consultant, and if no more than one year has passed since the Contract expiration date, the Contracting Agency may amend the Contract to extend the Contract expiration date, revise the description of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract to reflect any material alteration of the Project made as a result of the delay, and revise the applicable performance schedule. Beginning on the effective date of the amendment, the Contracting Agency and the Consultant shall continue performance under the Contract as amended; or
 - (b) Terminated Contracts. If Contracting Agency or both parties to the Contract have terminated the Contract for any reason and if no more than one year has passed since the Contract termination date, then the Contracting Agency may enter into a new Contract with the same Consultant to perform the remaining Architectural, Engineering and Land Surveying Services, or Related Services not completed under the original Contract, or to perform any remaining Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services not completed under the Contract as adjusted to reflect a material alteration of the Project.
- (2) The Contracting Agency may proceed under either subsection (1)(a) or subsection (1)(b) of this rule only after making written findings that amending the existing Contract or entering into a new Contract with the Consultant will:
 - (a) Promote efficient use of public funds and resources and result in substantial cost savings to the Contracting Agency;

- (b) Protect the integrity of the Public Contracting process and the competitive nature of the Procurement process by not encouraging favoritism or substantially diminishing competition in the award of Contracts; and
- (c) Result in a Contract that is still within the scope of the final form of the original Procurement document.

Stat. Auth.: ORS 279A.065 & ORS 279C.105

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

137-048-0320

Contract Amendments

(1) A Contracting Agency may amend any Contract if the Contracting Agency, in its sole discretion, determines that the amendment is within the scope of the Solicitation Document and that the amendment would not materially impact the field of competition for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the final form of the original Procurement document. In making this determination, the Contracting Agency shall consider potential alternative methods of procuring the services contemplated under the proposed amendment. An amendment would not materially impact the field of competition for the services described in the Solicitation Document if the Contracting Agency reasonably believes that the number of Proposers would not significantly increase if the Procurement document were re-issued to include the additional services.

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

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

Stat. Auth.: ORS 279A.065 & ORS 279C.105

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

PUBLIC CONTRACTING RULES 2023

DIVISION 49

GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION SERVICES

137-049-0100

Application

(1) These division 49 rules apply to Public Improvement Contracts as well as Public Contracts for ordinary construction services that are not Public Improvements. Rules that apply specifically to Public Improvement Contracts are so identified.

(2) These division 49 rules address matters covered in ORS Chapter 279C (with the exception of Architectural, Engineering, Land Surveying and Related Services, all of which are addressed in division 48 of the Rules).

(3) These division 49 Rules become effective upon adoption, and apply to the Contracts described in section (1) above first advertised, but if not advertised then entered into, on or after that date.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

137-049-0110

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

137-049-0120

Definitions

(1) **"Conduct Disqualification"** means a Disqualification pursuant to ORS 279C.440.

(2) **"Disqualification"** means the preclusion of a Person from contracting with a Contracting Agency for a period of time in accordance with Rule 137-049-0370. Disqualification may be a Conduct Disqualification or DBE Disqualification.

(3) **"Foreign Contractor"** means a Contractor that is not domiciled in or registered to do business in the State of Oregon. See Rule 137-049-0480.

(4) **"Notice"** means any of the alternative forms of public announcement of Procurements, as described in Rule 137-049-0210.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.110

137-049-0130

Competitive Bidding Requirement

A Contracting Agency shall solicit Bids for Public Improvement Contracts by Invitation to Bid ("ITB"), except as otherwise allowed or required by these Rules, or 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 Rules 137-049-0600 to 137-049-0690 regarding the use of Alternative Contracting Methods and the exemption process.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

137-049-0140

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(6) and Rule 137-049-0150, may be procured and amended as general trade services under the provisions of ORS Chapter 279B and division 47 Rules, rather than under the provisions of ORS Chapter 279C and 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 through 870) for Public Works Contracts.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.320

137-049-0150

Emergency Contracts; Bidding and Bonding Exemptions

(1) **Emergency Declaration.** A Contracting Agency may declare that Emergency circumstances exist that require prompt execution of a Public Contract for Emergency construction or repair Work. The declaration shall be made at an administrative level consistent with the Contracting Agency's internal policies, by a written declaration that describes the circumstances creating the Emergency and the anticipated harm from failure to enter into an Emergency Contract. The Emergency declaration shall thereafter be kept on file as a public record.

(2) **Competition for Contracts.** Pursuant to ORS 279C.320(1), Emergency Contracts are regulated under ORS 279B.080, which provides that, for an emergency procurement of construction services, the Contracting Agency shall ensure competition that is reasonable and appropriate under the Emergency circumstances, and may include written requests for Offers, oral requests for Offers or direct appointments without competition in cases of extreme necessity, in whatever solicitation time periods the Contracting Agency considers reasonable in responding to the Emergency.

(3) **Emergency Contract Scope.** Although no dollar limitation applies to Emergency Contracts, the scope of the Contract must be limited to Work that is necessary and appropriate to remedy the conditions creating the Emergency as described in the declaration.

(4) **Emergency Contract Modification.** Emergency Contracts may be modified by change order or amendment to address the conditions described in the original declaration or an amended declaration that further describes additional work necessary and appropriate for related Emergency circumstances.

(5) **Excusing Bonds.** Pursuant to ORS 279C.380(4) and this rule, the Emergency declaration may also state that the Contracting Agency waives the requirement of furnishing a performance bond and payment bond for the Emergency Contract. After making such an Emergency declaration the bonding requirements are excused for the procurement, but this Emergency declaration does not affect the separate Public Works bond requirement for the benefit of the Bureau of Labor and Industries (BOLI) in enforcing prevailing wage rate and overtime payment requirements. See Rule 137-049-0815 and BOLI rules at OAR 839-025-0015.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.080, ORS 279C.320 & ORS 279C.380

137-049-0160

Intermediate Procurements; Competitive Quotes and Amendments

(1) **General.** Public Improvement Contracts estimated by the Contracting Agency to cost \$25,000 or more, but not to exceed \$100,000 may be Awarded in accordance with this rule.

(2) **Selection Criteria.** The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors.

(3) **Request for Quotes.** Contracting Agencies shall utilize written requests for quotes whenever reasonably practicable. 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 Contracting Agency shall state any additional selection criteria and, if the criteria are not of equal value, their relative value. For Public Works Contracts, oral requests for quotes may be utilized only in the event that Written copies of the prevailing wage rates are not required by the Bureau of Labor and Industries.

(4) **Number of Quotes; Record Required.** Contracting Agencies shall seek at least three competitive quotes, and keep a written record of the sources and amounts of the quotes received. If three quotes are not reasonably available the Contracting Agency shall make a written record of the effort made to obtain those quotes.

(5) **Award.** If Awarded, the Contracting Agency shall Award the Contract to the prospective contractor whose quote will best serve the interests of the Contracting Agency, taking into account the announced selection criteria. If Award is not made to the Offeror offering the lowest price, the Contracting Agency shall make a written record of the basis for Award.

(6) **Price Increases.** Intermediate level Public Improvement Contracts obtained by competitive quotes may be increased above the original amount of Award by Contracting Agency issuance of a Change to the Work or Amendment, pursuant to Rule 137-049-0910, within the following limitations:

(a) Up to an aggregate Contract Price increase of 25% over the original Contract amount when a Contracting Agency's contracting officer determines that a price increase is warranted for additional reasonably related Work, and;

(b) Up to an aggregate Contract Price increase of 50% over the original Contract amount, when a Contracting Agency's contracting officer determines that a price increase is warranted for additional reasonably related Work and a Contracting Agency official, board or governing body with administrative or review authority over the contracting officer approves the increase.

(7) **Amendments.** Amendments of intermediate level Public Improvement Contracts that exceed the thresholds stated in section (1) are specifically authorized by the Code, when made in accordance with this rule and Rule 137-049-0910. Accordingly, such amendments are not considered new procurements and do not require an exemption from competitive bidding.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.412.

FORMAL PROCUREMENT RULES

137-049-0200

Solicitation Documents; Required Provisions; Assignment or Transfer

(1) **Solicitation Document.** Pursuant to ORS 279C.365 and this rule, the Solicitation Document shall include the following:

(a) General Information.

(A) Identification of the Public Improvement project, including the character of the Work, and applicable plans, Specifications and other Contract documents;

(B) Notice of any pre-Offer conference as follows:

(i) The time, date and location of any pre-Offer conference;

(ii) Whether attendance at the conference will be mandatory or voluntary; and

(iii) That statements made by the Contracting Agency's representatives at the conference are not binding upon the Contracting Agency 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 authorized Contracting Agency 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 137-049-0300 regarding facsimile Bids or Proposals and Rule 137-049-0310 regarding electronic Procurement);

(F) The time, date and place of Opening;

(G) The time and date of Closing after which a Contracting Agency will not accept Offers, which time shall be not less than five Days after the date of the last publication of the advertisement. Although a minimum of five Days is prescribed, Contracting Agencies are encouraged to use at least a 14 Day Solicitation period when feasible. If the Contracting Agency is issuing an ITB that may result in a Public Improvement Contract with a value in excess of \$100,000, the Contracting Agency shall designate a time of Closing consistent with the first-tier subcontractor disclosure requirements of ORS 279C.370(1)(b) and Rule 137-049-0360. For timing issues relating to Addenda, see Rule 137-049-0250;

(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. 3141 to 3148), a statement that no Offer will be received or considered by the Contracting Agency unless the Offer contains a statement by the Offeror as a part of its Offer that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.";

(K) A statement that the Contracting Agency will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered and in good standing with the Construction Contractors Bd, or is licensed by the State Landscape Contractors Bd, as specified in Rule 137-049-0230;

(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). (See Rule 137-049-0440(3));

(N) How the Contracting Agency will notify Offerors of Addenda and how the Contracting Agency will make Addenda available (See Rule 137-049-0250); and

(O) When applicable, instructions and forms regarding First-Tier Subcontractor Disclosure requirements, as set forth in Rule 137-049-0360.

(P) Where applicable, a statement requiring compliance with ORS 279C.527, green energy technology.

(b) Evaluation Process:

(A) A statement that the Contracting Agency may reject any Offer not in compliance with all prescribed Public Contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b) and may reject for good cause all Offers after finding that doing so is in the public's interest;

(B) The anticipated Solicitation schedule, deadlines, protest process and evaluation process, if any;

(C) Evaluation criteria, including the relative value applicable to each criterion, that the Contracting Agency 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 137-049-0620), along with the process the Contracting Agency will use to determine acceptability of the Work;

(i) If the Solicitation Document is an Invitation to Bid, the Contracting Agency shall set forth any special price evaluation factors in the Solicitation Document. Examples of such factors include, but are not limited to, conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, 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 Contracting Agency has available concerning future use;

(ii) If the Solicitation Document is a Request for Proposals, the Contracting Agency shall refer to the additional requirements of Rule 137-049-0650 and 279C.400 to 279C.410; and

(c) Contract Provisions. The Contracting Agency shall include all Contract terms and conditions, including warranties, insurance and bonding requirements, that the Contracting Agency considers appropriate for the Public Improvement project. The Contracting Agency 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 Bd 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) BOLI Public Works bond (ORS 279C.830(3));

(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 Bd or licensed by the State Landscape Contractors Bd in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

(2) **Assignment or Transfer Restricted.** Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency 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 Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency 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

137-049-0210

Notice and Advertising Requirements; Posting

(1) **Notice and Distribution Fee.** A Contracting Agency may furnish "Notice" as set forth below in subsections (a) through (c), to a number of Persons sufficient for the purpose of fostering and promoting competition. The Notice may indicate where, when, how and for how long the Solicitation Document may be obtained; generally describe the Public Improvement project or Work; and may contain any other appropriate information. The Contracting Agency may charge a fee or require a deposit for the Solicitation Document. The Contracting Agency may furnish Notice using any method determined to foster and promote competition, including:

(a) Mailing Notice of the availability of Solicitation Documents to Persons that have expressed an interest in the Contracting Agency's Procurements;

(b) Placing Notice on the Contracting Agency's Electronic Procurement System; or

(c) Placing Notice on the Contracting Agency's Internet Web site.

(2) **Advertising.** Pursuant to ORS 279C.360 and this rule, a Contracting Agency shall advertise every Solicitation for competitive Bids or competitive Proposals for a Public Improvement Contract, unless the exempted the Solicitation is otherwise exempt from the advertisement requirement under these rules or pursuant to a competitive bidding exemption adopted under ORS 279C.335.

(a) Unless the Contracting Agency publishes by Electronic Advertisement as permitted under subsection 2(b), the Contracting Agency shall publish the advertisement for Offers at least once in at least one newspaper of general circulation in the area where the Contract is to be performed and in as many additional issues and publications as the Contracting Agency may determine to be necessary or desirable to foster and promote competition.

(b) Contracting Agency may publish by Electronic Advertisement if the Contract Review Authority for the Contracting Agency determines that Electronic Advertisement is likely to be cost effective and, pursuant to 137-049-0310(2), adopts rules authorizing Electronic Advertisement.

(c) In addition to the Contracting Agency's publication required under subsection 2(a) or 2(b), the Contracting Agency shall also publish an advertisement for Offers in at least one trade newspaper of general statewide circulation if the Contract is for a Public Improvement with an estimated cost in excess of \$125,000.

(d) All advertisements for Offers shall set forth:

(A) The Public Improvement project;

(B) The office or website where Contract terms, conditions and Specifications may be reviewed;

(C) The date that Persons must file applications for prequalification under ORS 279C.430, if prequalification is a requirement, and the class or classes of Work for which Persons must be prequalified;

(D) The scheduled Closing, which shall not be less than five Days after the date of the last publication of the advertisement;

(E) The name, title and address of the Contracting Agency Person authorized to receive Offers;

(F) The scheduled Opening; and

(G) If applicable, that the Contract is for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 to 3148).

Stat. Auth.: ORS 279A.065

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

137-049-0220

Prequalification of Offerors

(1) **Prequalification.** Pursuant to ORS 279C.430 and this rule, two types of prequalification are authorized:

(a) **Mandatory Prequalification.** A Contracting Agency may require mandatory prequalification of Offerors on forms prescribed by the Contracting Agency's Contract Review Authority. The Contracting Agency shall determine prequalification status in accordance with 279C.430. A Contracting Agency must indicate in the Solicitation Document if it will require mandatory prequalification and establish the time for submitting the prequalification application. Mandatory prequalification is when a Contracting Agency conditions a Person's submission of an Offer upon the Person's prequalification. The Contracting Agency shall not consider an Offer from a Person that is not prequalified if the Contracting Agency required prequalification.

(b) **Permissive Prequalification.** A Contracting Agency may prequalify a Person for the Contracting Agency's Solicitation list on forms prescribed by the Contracting Agency's Contract Review Authority, but in permissive prequalification the Contracting Agency shall not limit distribution of a Solicitation to that list.

(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 other Contracting Agencies.

(3) **Standards for Prequalification.** A Person may prequalify by demonstrating to the Contracting Agency's satisfaction:

(a) That the Person's financial, material, equipment, facility and personnel resources and expertise, or ability to obtain such resources and expertise, indicate that the Person is capable of meeting all contractual responsibilities;

(b) The Person's record of performance;

(c) The Person's record of integrity;

(d) The Person is qualified to contract with the Contracting Agency.

(See, Rule 137-049-0390(2) regarding standards of responsibility.)

(4) **Notice of Denial.** If a Person fails to prequalify for a mandatory prequalification, the Contracting Agency shall notify the Person, specify the reasons under section (3) of this rule and inform the Person of the Person's right to a hearing under ORS 279C.445 and 279C.450.

Stat. Auth.: ORS 279A.065

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

137-049-0230

Eligibility to Bid or Propose; Registration or License

(1) **Construction Contracts.** A Contracting Agency 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 Bd at the time the Offer is made.

(2) **Landscape Contracts.** A Contracting Agency shall not consider a Person's Offer to do Work as a landscape contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape contractor's license issued pursuant to ORS 671.560 by the State Landscape Contractors Bd at the time the offer is made.

(3) **Noncomplying Entities.** The Contracting Agency 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

137-049-0240

Pre-Offer Conferences

(1) **Purpose.** A Contracting Agency 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 Contracting Agency 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 a Contracting Agency 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 Contracting Agency's representative at the pre-Offer conference do not change the Solicitation Document unless the Contracting Agency confirms such statements with a Written Addendum to the Solicitation Document.

(5) **Contracting Agency Announcement.** The Contracting Agency must set forth notice of any pre-Offer conference in the Solicitation Document in accordance with Rule 137-049-0200(1)(a)(B).

Stat. Auth.: ORS 279A.065

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

137-049-0250

Addenda to Solicitation Documents

(1) **Issuance; Receipt.** The Contracting Agency 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 Contracting Agency otherwise specifies in the Addenda or in the Solicitation Document.

(2) **Notice and Distribution.** The Contracting Agency shall notify prospective Offerors of Addenda consistent with the standards of Notice set forth in Rule 137-049-0210(1). The Solicitation Document shall specify how the Contracting Agency will provide notice of Addenda and how the Contracting Agency will make the Addenda available (see Rule 137-049-0200(1)(a)(N)). For example, "Contracting Agency will not mail notice of Addenda, but will publish notice of any Addenda on Contracting Agency's Web site. Addenda may be downloaded off the Contracting Agency's Web site. Offerors should frequently check the Contracting Agency's Web site until closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing."

(3) **Timelines; Extensions.** The Contracting Agency shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The Contracting Agency may extend the Closing if the Contracting Agency determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by public interest, the Contracting Agency shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

(4) **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, an Offeror may submit a Written request for change or protest to the Addendum, as provided in Rule 137-049-0260, by the close of the Contracting Agency's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under Rule 137-049-0260, whichever date is later. The Contracting Agency shall consider only an Offeror's request for change or protest to the Addendum; the Contracting Agency shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Offeror submits the request for change or protest before the deadline for the Contracting Agency's receipt of request for change or protests as set forth in Rule 137-049-0260(2) and (3).

Stat. Auth.: ORS 279A.065

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

137-049-0260

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 Contracting Agency clarify any provision of the Solicitation Document. The Contracting Agency's clarification to an Offeror, whether orally or in Writing, does not change the Solicitation Document and is not binding on the Contracting Agency unless the Contracting Agency 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 Contracting Agency not less than 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 Contracting Agency not less than 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) **Contracting Agency Response.** The Contracting Agency is not required to consider an Offeror's request for change or protest after the deadline established for submitting such request or protest. The Contracting Agency shall provide notice to the applicable Person if it entirely rejects a protest. If the Contracting Agency agrees with the Person's request or protest, in whole or in part, the Contracting Agency shall either issue an Addendum reflecting its determination under Rule 137-049-0260 or cancel the Solicitation under Rule 137-049-0270.

(5) **Extension of Closing.** If a Contracting Agency receives a Written request for change or protest from an Offeror in accordance with this rule, the Contracting Agency may extend Closing if the Contracting Agency 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 279C.365

137-049-0270

Cancellation of Solicitation Document

(1) **Cancellation in the Public Interest.** A Contracting Agency may cancel a Solicitation for good cause if the Contracting Agency finds that cancellation is in the public interest. The Contracting Agency's reasons for cancellation shall be made part of the Solicitation file.

(2) **Notice of Cancellation.** If the Contracting Agency cancels a Solicitation prior to Opening, the Contracting Agency shall provide Notice of cancellation in accordance with Rule 137-049-0210(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 Contracting Agency cancels a Solicitation prior to Offer Opening, the Contracting Agency 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 Contracting Agency shall open the Offer to determine the source and then return it to the Offeror.

(b) After Offer Opening. If the Contracting Agency rejects all Offers, the Contracting Agency shall retain all such Offers as part of the Contracting Agency's Solicitation file.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.395

137-049-0280

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 Solicitations, the Offer is always a "Firm Offer," i.e., the Offer shall be held open by the Offeror for the Contracting Agency's acceptance for the period specified in Rule 137-049-0410. The Contracting Agency's Award of the Contract to a Bidder constitutes acceptance of the Offer and binds the Offeror to the Contract.

(b) Notwithstanding the fact that a competitive Proposal is a "Firm Offer" for the period specified in Rule 137-049-0410, the Contracting Agency may elect to discuss or negotiate certain contractual provisions, as identified in these rules or in the Solicitation Document with Proposer. See Rule 137-049-0650 on Requests for Proposals and Rule 137-049-0290 on Bid or Proposal Security.

(2) **Responsive Offer.** A Contracting Agency 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 137-049-0650, an Offeror shall not make an Offer contingent upon the Contracting Agency's acceptance of any terms or conditions (including Specifications) other than those contained in the Solicitation Document.
- (4) **Offeror's Acknowledgement.** By signing and returning the Offer, the Offeror acknowledges 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 137-049-0650, 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 Contracting Agency 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 Opening 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 Contracting Agency with all documents and descriptive literature required under the Solicitation Document.
- (8) **Facsimile or Electronic Submissions.** If the Contracting Agency permits facsimile or electronic Offers in the Solicitation Document, the Offeror may submit facsimile or electronic Offers in accordance with the Solicitation Document. The Contracting Agency shall not consider facsimile or electronic Offers unless authorized by the Solicitation Document.
- (9) **Product Samples and Descriptive Literature.** A Contracting Agency 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 Contracting Agency 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 Contracting Agency, whichever is applicable.
 - (b) The Contracting Agency 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 the Contracting Agency 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

137-049-0290

Bid or Proposal Security

- (1) **Security Amount.** If a Contracting Agency 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 Contracting Agency shall not use Bid or Proposal security to discourage competition. The Contracting Agency shall clearly state any Bid or Proposal security requirements in its Solicitation Document. The Offeror shall forfeit Bid or Proposal security after Award if the Offeror fails to execute the Contract and promptly return it with any required Performance Bond, Payment Bond and any required proof of insurance. See ORS 279C.365(4) and ORS 279C.385.
- (2) **Requirement for Bid Security (Optional for Proposals).** Unless a Contracting Agency has otherwise exempted a Solicitation or class of Solicitations from Bid security pursuant to ORS 279C.390, the Contracting Agency shall require Bid security for its Solicitation of Bids for Public Improvements. This requirement applies only to Public Improvement Contracts with a value, estimated by the Contracting Agency, of more than \$100,000 or, in the case of Contracts for highways, bridges and other transportation projects, more than \$50,000. See ORS 279C.365(5). The Contracting Agency may require Bid security even if it has exempted a class of Solicitations from Bid security. Contracting Agencies may also require Proposal security in RFPs. See ORS 279C.400(5).
- (3) **Form of Bid or Proposal Security.** A Contracting Agency may accept only the following forms of Bid or Proposal security:
- (a) A surety bond from a surety company authorized to do business in the State of Oregon;
 - (b) An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or
 - (c) A cashier's check or Offeror's certified check.
- (4) **Return of Security.** A Contracting Agency shall return or release the Bid or Proposal security of all unsuccessful Offerors after a Contract has been fully executed and all required bonds and insurance have been provided, or after all Offers have been rejected. The Contracting Agency may return the Bid or

Proposal security of unsuccessful Offerors prior to Award if the return does not prejudice Contract Award and the security of at least the Bidders with the three lowest Bids, or the Proposers with the three highest scoring Proposals, is retained pending execution of a Contract.

Stat. Auth.: ORS 279A.065

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

137-049-0300

Facsimile Bids and Proposals

(1) **Contracting Agency Authorization.** A Contracting Agency may authorize Offerors to submit facsimile Offers. If the Contracting Agency determines that Bid or Proposal security is or will be required, the Contracting Agency shall not authorize facsimile Offers unless the Contracting Agency has established a method for receipt of such security. Prior to authorizing the submission of facsimile Offers, the Contracting Agency shall determine that the Contracting Agency's equipment and personnel are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the Contracting Agency shall establish administrative procedures and controls:

- (a) To receive, identify, record and safeguard facsimile Offers;
- (b) To ensure timely delivery of Offers to the location of Opening; and
- (c) To preserve the Offers as sealed.

(2) **Provisions to be Included in Solicitation Document.** In addition to all other requirements, if the Contracting Agency authorizes a facsimile Offer for Bids or Proposals, the Contracting Agency shall include in the Solicitation Document (other than in a request for quotes) the following:

- (a) A provision substantially in the form of the following: "A 'facsimile Offer', as used in this Solicitation Document, means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by the Contracting Agency 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 Contracting Agency reserves the right to Award the Contract solely on the basis of the facsimile Offer. However, upon the Contracting Agency's request the apparent successful Offeror shall promptly submit its complete original Signed Offer.";
- (e) The data and compatibility characteristics of the Contracting Agency'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 Contracting Agency 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

137-049-0310

Electronic Procurement

(1) **General.** Contracting Agencies may utilize Electronic Advertisement of Public Improvement Contracts in accordance with ORS 279C.360(1) and Rule 137-049-0210(2)(b), provided that advertisement of such Contracts with an estimated Contract Price in excess of \$125,000 must also be published in a trade newspaper of general statewide circulation, and may post notices of intent to Award electronically as provided by ORS 279C.410(7).

(2) **Alternative Procedures.** In the event that a Contracting Agency desires to direct or permit the submission and receipt of Offers for a Public Improvement Contract by electronic means, as allowed under ORS 279C.365(1)(d), it shall first promulgate supporting procedures substantially in conformance with Rule 137-047-0330 (Electronic Procurement under ORS Chapter 279B), taking into account ORS Chapter 279C

requirements for written bids, opening bids publicly, bid security, first-tier subcontractor disclosure and inclusion of prevailing wage rates.

(3) **Interpretation.** Nothing in this rule shall be construed as prohibiting Contracting Agency from making procurement documents for Public Improvement Contracts available in electronic format as well as in hard copy when Bids are to be submitted only in hard copy.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365

137-049-0320

Pre-Closing Modification or Withdrawal of Offers

(1) **Modifications.** An Offeror may modify its Offer in Writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the Contracting Agency in accordance with Rule 137-049-0280, 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 Contracting Agency 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 Contracting Agency 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 Contracting Agency shall include all documents relating to the modification or withdrawal of Offers in the appropriate Solicitation file.

Stat. Auth.: ORS 279A.065

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

137-049-0330

Receipt, Opening and Recording of Offers; Confidentiality of Offers

(1) **Receipt.** A Contracting Agency shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The Contracting Agency shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the Contracting Agency inadvertently opens an Offer or a modification prior to the Opening, the Contracting Agency shall return the Offer or modification to its secure and confidential state until Opening. The Contracting Agency shall document the resealing for the Procurement file (e.g. "Contracting Agency inadvertently opened the Offer due to improper identification of the Offer").

(2) **Opening and Recording.** A Contracting Agency shall publicly open Offers including any modifications made to the Offer pursuant to Rule 137-049-0320. In the case of Invitations to Bid, to the extent practicable, the Contracting Agency shall read aloud the name of each Bidder, the Bid price(s), and such other information as the Contracting Agency considers appropriate. In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the Contracting Agency will not read Offers aloud.

(3) **Availability.** After Opening, the Contracting Agency shall make Bids available for public inspection, but, pursuant to ORS 279C.410, Proposals are not subject to disclosure until after notice of intent to award is issued. In any event, Contracting Agencies 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 the Contracting Agency determines such designation is not in accordance with applicable law, the Contracting Agency shall make those portions 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

137-049-0340

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. A Contracting Agency shall not consider late Offers, withdrawals or modifications except as permitted in Rules 137-049-0350 or 137-049-0390.

Stat. Auth.: ORS 279A.065

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

137-049-0350

Mistakes

(1) **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors, a Contracting Agency should carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.

(2) **Contracting Agency Treatment of Mistakes.** A Contracting Agency shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If the Contracting Agency discovers certain mistakes in an Offer after Opening, but before Award of the Contract, the Contracting Agency may take the following action:

(a) A Contracting Agency 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) A Contracting Agency 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 Contracting Agency'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) A Contracting Agency 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 Contracting Agency does not grant the Offeror permission to withdraw the Offer;

(G) That the Contracting Agency's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the Contracting Agency or the public it represents; and

(H) That the Offeror promptly gave notice of the claimed error to the Contracting Agency.

(d) The criteria in subsection (2)(c) of this rule shall determine whether a Contracting Agency will permit an Offeror to withdraw its Offer after Closing. These criteria also shall apply to the question of whether a Contracting Agency 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 Contracting Agency based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded by the Contracting Agency, whether by Award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

(3) **Rejection for Mistakes.** The Contracting Agency 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

137-049-0360

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 Contracting Agency to exceed \$100,000, all Bidders shall submit to the Contracting Agency 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 Contracting Agency 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 by the Contracting Agency.

(3) **Bidder Instructions and Disclosure Form.** For the purposes of this rule, a Contracting Agency in its 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 estimated by the Contracting Agency to be 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 accompanying form.

THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see Rule 137-049-0360)."

(4) **Submission.** A Bidder shall submit the disclosure form required by this rule either in its Bid submission, or within two Working hours after Bid Closing in the manner specified by the ITB.

(5) **Responsiveness.** Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids that are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract Award.

(6) **Contracting Agency Role.** Contracting Agencies shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and this rule. Contracting Agencies shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. Contracting Agencies are 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. Contracting Agencies shall accept Written submissions filed under that statute as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, Contracting Agencies

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

137-049-0370

Disqualification of Persons

(1) **Authority.** A Contracting Agency may disqualify a Person from consideration of Award of the Contracting Agency's Contracts after providing the Person with notice and a reasonable opportunity to be heard in accordance with sections (2) and (4) of this rule.

(a) Standards for Conduct Disqualification. As provided in ORS 279C.440, a Contracting Agency 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 Contracting Agency to be so serious as to justify Conduct Disqualification. A violation under this subsection 1(a)(D) may include but is not limited to material failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a Person's failure to perform or unsatisfactory performance caused by acts beyond the Person's control is not a basis for Disqualification.

(b) Standards for DBE Disqualification. As provided in ORS 200.065, 200.075 or 279A.110, a Contracting Agency may disqualify a Person's right to submit an Offer or to participate in a Contract (e.g. subcontractors) as follows:

(A) For a DBE Disqualification under ORS 200.065, the Contracting Agency may disqualify a Person upon finding that:

(i) The Person fraudulently obtained or retained or attempted to obtain or retain or aided another Person to fraudulently obtain or retain or attempt to obtain or retain certification as a disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or a business that a veteran, as defined by ORS 200.005, owns; or

(ii) The Person knowingly made a false claim that any Person is qualified for certification or is certified under ORS 200.055 for the purpose of gaining a Contract or subcontract or other benefit; or

(iii) The Person has been disqualified by another Contracting Agency pursuant to ORS 200.065.

(B) For a DBE Disqualification under ORS 200.075, the Contracting Agency may disqualify a Person upon finding that:

(i) The Person has entered into an agreement representing that a disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or a business that a veteran, as defined by ORS 200.005, owns, certified under ORS 200.055 ("Certified Enterprise"), will perform or supply materials under a Public Improvement Contract without the knowledge and consent of the Certified Enterprise; or

(ii) The Person exercises management and decision-making control over the internal operations, as defined by ORS 200.075(1)(b), of any Certified Enterprise; or

(iii) The Person uses a Certified Enterprise to perform services under a contract or to provide supplies under a Public Improvement Contract to meet an established Certified Enterprise goal, and such enterprise does not perform a commercially useful function, as defined by ORS 200.075(3), in performing its obligations under the contract.

(iv) If a Person is Disqualified for a DBE Disqualification under ORS 200.075, the affected Contracting Agency shall not permit such Person to participate in that Contracting Agency's Contracts.

(C) For a DBE Disqualification under ORS 279A.110, a Contracting Agency may disqualify a Person if the Contracting Agency finds that the Person discriminated against a disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or a business that a veteran, as defined by ORS 200.005, owns in awarding a subcontract under a Contract with that Contracting Agency.

(2) **Notice of Intent to Disqualify.** The Contracting Agency 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 Contracting Agency intends to disqualify the Person;

(b) Set forth the reasons for the Disqualification;

(c) Include a statement of the Person's right to a hearing if requested in Writing within the time stated in the notice and that if the Contracting Agency 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.
- (3) **Hearing.** The Contracting Agency shall schedule a hearing upon the Contracting Agency receipt of the Person's timely hearing request. Within a reasonable time prior to the hearing, the Contracting Agency 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.
- (4) **Notice of Disqualification.** The Contracting Agency will notify the Person in Writing of its Disqualification, personally or by registered or certified mail, return receipt requested. The notice shall contain:
- (a) The effective date and period of Disqualification;
 - (b) The grounds for Disqualification; and
 - (c) A statement of the Person's appeal rights and applicable appeal deadlines. For a Conduct Disqualification or a DBE Disqualification under ORS 279A.110, the disqualified person must notify the Contracting Agency in Writing within three business Days after receipt of the Contracting Agency's notice of Disqualification if the Person intends to appeal the Contracting Agency's decision.

Stat. Auth.: ORS 279A.065

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

137-049-0380

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 137-049-0390, and Rules for Alternative Contracting Methods at Rules 137-049-0600 to 137-049-0690.
- (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 Contracting Agency 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 Contracting Agency, 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 Contracting Agency, for the purpose of comparing Bids. Contracting Agencies shall specify within the Solicitation Document the estimated quantity of the procurement to be used for determination of the low Bidder. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price shall govern. See Rule 137-049-0350(2)(b).
- (3) **Proposal Evaluation Criteria.** If the Contracting Agency's Contract Review Authority has exempted the Procurement of a Public Improvement from the competitive bidding requirements of ORS 279C.335(1), and has directed the Contracting Agency to use an Alternative Contracting Method under ORS 279C.335(4), the Contracting Agency shall set forth the evaluation criteria in the Solicitation Documents. See Rules 137-049-0650, 137-049-0650, ORS 279C.335 and 279C.405.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

137-049-0390

Offer Evaluation and Award; Determination of Responsibility

- (1) **General.** If Awarded, the Contracting Agency shall Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid or the Responsible Proposer or Proposers submitting the best, Responsive Proposal or Proposals, provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract, see ORS 279C.375(3)(a), or is ineligible for Award as a Nonresident (as defined in ORS 279A.120) education service district (ORS 279C.325). The Contracting Agency may Award by item, groups of items or the entire Offer provided such Award is consistent with the Solicitation Document and in the public interest. Where Award is based on competitive Bids, ORS 279C.375(5) permits multiple Contract awards when specified in the ITB.

(2) **Determination of Responsibility.** Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the Contracting Agency must have information that indicates that the Offeror meets the standards of responsibility set forth in ORS 279C.375(3)(b). To be a Responsible Offeror, the Contracting Agency 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 meet all contractual responsibilities;
- (b) Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that to the extent the costs associated with and time available to perform a previous contract were within the Offeror's control, the Offeror stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. A Contracting Agency should carefully scrutinize an Offeror's record of contract performance if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the Contracting Agency should determine whether the Offeror's deficient performance was expressly excused under the terms of contract, or whether the Offeror took appropriate corrective action. The Contracting Agency may review the Offeror's performance on both private and Public Contracts in determining the Offeror's record of contract performance. The Contracting Agency shall make its basis for determining an Offeror not Responsible under this paragraph part of the Solicitation file;
- (c) Has a satisfactory record of integrity. An Offeror may lack integrity if a Contracting Agency determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. A Contracting Agency may find an Offeror not Responsible based on the lack of integrity of any Person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under Rule 137-049-0370 may be used to determine an Offeror's integrity. A Contracting Agency may find an Offeror non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Offeror's performance of a contract or subcontract. The Contracting Agency shall make its basis for determining that an Offeror is not Responsible under this paragraph part of the Solicitation file;
- (d) Is legally qualified to contract with the Contracting Agency;
- (e) Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the Work specified in the Contract;
- (f) Is covered by liability insurance and other insurance in amounts the Contracting Agency requires in the Solicitation Documents;
- (g) Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
- (h) Has made the disclosure required under ORS 279C.370; and
- (i) Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Offeror fails to promptly supply information requested by the Contracting Agency concerning responsibility, the Contracting Agency shall base the determination of responsibility upon any available information, or may find the Offeror not Responsible.

(3) **Documenting Agency Determinations.** Contracting Agencies shall document their compliance with ORS 279C.375(3) and the above sections of this rule on a Responsibility Determination Form substantially as set forth in ORS 279.375(3)(c), and file that form with the Construction Contractors Board within 30 days after Contract Award.

(4) **Contracting Agency Evaluation.** The Contracting Agency shall evaluate an Offer only as set forth in the Solicitation Document and in accordance with applicable law. The Contracting Agency shall not evaluate an Offer using any other requirement or criterion.

(5) **Offeror Submissions.**

(a) The Contracting Agency 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 Contracting Agency shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation Document to determine that a product is acceptable. The Contracting Agency shall reject an Offer providing any product that does not meet the Solicitation Document requirements. A Contracting Agency's rejection of an Offer because it offers nonconforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.

(6) **Evaluation of Bids.** The Contracting Agency shall use only objective criteria to evaluate Bids as set forth in the ITB. The Contracting Agency shall evaluate Bids to determine which Responsible Offeror offers the lowest Responsive Bid.

- (a) Nonresident Bidders. In determining the lowest Responsive Bid, the Contracting Agency shall, in accordance with Rule 137-046-0310, 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 Contracting Agency 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.
- (c) Negotiation Prohibited. Except as allowed by Rules 137-049-0420(1) and 137-049-0430, the Contracting Agency shall not negotiate scope of Work or other terms or conditions under an Invitation to Bid process prior to Award.
- (7) **Evaluation of Proposals.** See Rule 137-049-0650 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

137-049-0395

Notice of Intent to Award

- (1) **Notice.** At least seven days before the Award of a Public Improvement Contract, unless the Contracting Agency determines that seven days is impractical and documents its reasons therefore in the procurement file, the Contracting Agency shall issue to each Bidder (pursuant to ORS 279C.375(2)) and each Proposer (pursuant to ORS 279C.410(7)), or post, electronically or otherwise, a notice of the Contracting Agency's intent to Award the Contract. This requirement does not apply to Award of a small, intermediate (informal competitive quotes) or emergency Public Improvement Contract awarded under ORS 279C.335(1)(c) or (d) or (6).
- (2) **Form and Manner of Posting.** The form and manner of posting notice shall conform to customary practices within the Contracting Agency's procurement system, and may be made electronically.
- (3) **Finalizing Award.** The Contracting Agency's Award shall not be final until the later of the following:
- (a) Seven Days after the date of the notice, unless the Solicitation Document provided a different period for protest; or
 - (b) The Contracting Agency provides a Written response to all timely-filed protests that denies the protest and affirms the Award.
- (4) **Prior Notice Impractical.** Posting of notice of intent to award shall not be required when the Contracting Agency determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reason for the determination, and posts notice of that action as soon as reasonably practical.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375

137-049-0400

Documentation of Award; Availability of Award Decisions

- (1) **Basis of Award.** After Award, the Contracting Agency shall make a record showing the basis for determining the successful Offeror part of the Contracting Agency's Solicitation file.
- (2) **Contents of Award Record for Bids.** The Contracting Agency's record shall include:
- (a) All submitted Bids;
 - (b) Completed Bid tabulation sheet; and
 - (c) Written justification for any rejection of lower Bids.
- (3) **Contents of Award Record for Proposals.** Where the use of Requests for Proposals is authorized as set forth in Rule 137-049-0650, the Contracting Agency's record shall include:
- (a) All submitted Proposals.
 - (b) The completed evaluation of the Proposals;
 - (c) Written justification for any rejection of higher scoring Proposals or for failing to meet mandatory requirements of the Request for Proposal; and
 - (d) If the Contracting Agency permitted negotiations in accordance with Rule 137-049-0650, the Contracting Agency's completed evaluation of the initial Proposals and the Contracting Agency's completed evaluation of final Proposals.
- (4) **Contract Document.** The Contracting Agency shall deliver a fully executed copy of the final Contract to the successful Offeror.
- (5) **Bid Tabulations and Award Summaries.** Upon request of any Person the Contracting Agency shall provide tabulations of Awarded Bids or evaluation summaries of Proposals for a nominal charge which may be payable in advance. Requests must contain the Solicitation Document number and, if requested, be accompanied by a self-addressed, stamped envelope. Contracting Agencies may also provide tabulations

of Bids and Proposals Awarded on designated Web sites or on the Contracting Agency's Electronic Procurement System.

(6) **Availability of Solicitation Files.** The Contracting Agency shall make completed Solicitation files available for public review at the Contracting Agency.

(7) **Copies from Solicitation Files.** Any Person may obtain copies of material from Solicitation files upon payment of a reasonable copying charge.

Stat. Auth.: ORS 279A.065

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

137-049-0410

Time for Contracting Agency Acceptance; Extension

(1) **Time for Offer Acceptance.** An Offeror's Bid, or Proposal submitted as a Firm Offer (see Rule 137-049-0280), 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.** A Contracting Agency may request, orally or in Writing, that Offerors extend, in Writing, the time during which the Contracting Agency 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

137-049-0420

Negotiation With Bidders Prohibited

(1) **Bids.** Except as permitted by ORS 279C.340 and Rule 137-049-0430 when all bids exceed the cost estimate, a Contracting Agency shall not negotiate with any Bidder prior to Contract Award. After Award of the Contract, the Contracting Agency and Contractor may modify the Contract only by change order or amendment to the Contract in accordance with Rule 137-049-0910.

(2) **Requests for Proposals.** A Contracting Agency may conduct discussions or negotiations with Proposers only in accordance with the requirements of Rule 137-049-0650.

Stat. Auth.: ORS 279A.065

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

137-049-0430

Negotiation When Bids Exceed Cost Estimate

(1) **Generally.** In accordance with ORS 279C.340, if all Responsive Bids from Responsible Bidders on a competitively Bid Project exceed the Contracting Agency's Cost Estimate, prior to Contract Award the Contracting Agency 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 Contracting Agency's Cost Estimate. The subcontractor disclosure and substitution requirements of Rule 137-049-0360 do not apply to negotiations under this rule.

(2) **Definitions.** The following definitions apply to this administrative rule:

(a) **"Cost Estimate"** means the Contracting Agency'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"** means those items generally considered appropriate for negotiation in the RFP process, relating to the details of Contract performance as specified in Rule 137-049-0650, but excluding any material requirements previously announced in the Solicitation process that would likely affect the field of competition.

(c) **"Project"** means a Public Improvement.

(d) **"Value Engineering"** means the identification of alternative methods, materials or systems which provide for comparable function at reduced initial or life-time cost. It includes proposed changes to the plans, Specifications, or other Contract requirements 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 Contracting Agency, shall be excluded from consideration.
- (4) **Scope of Negotiations.** Contracting Agencies 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 Contracting Agency 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 Contracting Agency may discontinue negotiations at any time, and shall do so if it appears to the Contracting Agency that the apparent low Bidder is not negotiating in good faith or fails to share cost and pricing information upon request. Failure to rebid any portion of the project, or to obtain subcontractor pricing information upon request, shall be considered a lack of good faith.
- (6) **Limitation.** Negotiations may be undertaken only with the lowest Responsive, Responsible Bidder pursuant to ORS 279C.340. That statute does not provide any additional authority to further negotiate with Bidders next in line for Contract Award.
- (7) **Public Records.** To the extent that a Bidder's records used in Contract negotiations under ORS 279C.340 are public records, they are exempt from disclosure until after the negotiated Contract has been awarded or the negotiation process has been terminated, at which time they are subject to disclosure pursuant to the provisions of the Oregon Public Records Law, ORS 192.410 to 192.505.

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

137-049-0440

Rejection of Offers

(1) Rejection of an Offer.

- (a) A Contracting Agency may reject any Offer upon finding that to accept the Offer may impair the integrity of the Procurement process or that rejecting the Offer is in the public interest.
- (b) The Contracting Agency shall reject an Offer upon the Contracting Agency's finding that the Offer:
- (A) Is contingent upon the Contracting Agency's acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;
 - (B) Takes exception to terms and conditions (including Specifications);
 - (C) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of 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) The Contracting Agency shall reject an Offer upon the Contracting Agency's finding that the Offeror:
- (A) Has not been prequalified under ORS 279C.430 and the Contracting Agency 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 Bd, if the Contract is for a Public Improvement;
 - (E) Has not met the requirements of ORS 279A.105 if required by the Solicitation Document;
 - (F) Has not submitted properly executed Bid or Proposal security as required by the Solicitation Document;
 - (G) Has failed to provide the certification required under section 3 of this rule;
 - (H) Is not Responsible. See Rule 137-049-0390(2) regarding Contracting Agency determination that the Offeror has met statutory standards of responsibility.
- (2) **Form of Business.** For purposes of this rule, the Contracting Agency 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 137-049-0370.
- (3) **Certification of Non-Discrimination.** The Offeror shall certify and deliver to the Contracting Agency Written certification, as part of the Offer that the Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a veteran, as defined by ORS 200.005, owns in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

(4) **Notice.** Contracting Agency need not provide an Offeror with any notice in the event that its Offer is rejected. However, Contracting Agency will provide all Offerors with a Notice of Intent to Award, as required, pursuant to Rule 137-049-0395.

(5) **Rejection of all Offers.** A Contracting Agency may reject all Offers for good cause upon the Contracting Agency's Written finding it is in the public interest to do so. The Contracting Agency shall notify all Offerors of the rejection of all Offers, along with the good cause justification and finding.

(6) **Criteria for Rejection of All Offers.** The Contracting Agency may reject all Offers upon a Written finding that:

- (a) The content of or an error in the Solicitation Document, or the Solicitation process unnecessarily restricted competition for the Contract;
- (b) The price, quality or performance presented by the Offerors is too costly or of insufficient quality to justify acceptance of the Offer;
- (c) Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
- (d) Causes other than legitimate market forces threaten the integrity of the competitive Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation Document;
- (e) The Contracting Agency cancels the Solicitation in accordance with Rule 137-049-0270; 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 279A.105, ORS 279A.110, ORS 279C.375, ORS 279C.380 & ORS 279C.395,

137-049-0450

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 Contracting Agency's Contractor selection or Contract Award decision. These administrative remedies apply to all public contracts awarded by Contracting Agency, including those awarded pursuant to an intermediate procurement.

(2) **Notice of Competitive Range.** Unless otherwise provided in the RFP, under Rule 137-049-0650, the Contracting Agency shall provide Written notice to all Proposers of the Contracting Agency's determination of the Proposers included in the Competitive Range. The Contracting Agency's notice of the Proposers included in the Competitive Range shall not be final until the later of the following:

- (a) Seven (7) Days after the date of the notice, unless otherwise provided therein; or
- (b) Until the Contracting Agency 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.** The Contracting Agency shall provide Written notice to all Offerors of the Contracting Agency's intent to Award the Contract, as provided in Rule 137-049-0395.

(4) **Right to Protest Award.**

(a) To protest an Award, an adversely affected or aggrieved Offeror must submit to the Contracting Agency a Written protest within seven (7) Days after issuance of the notice of intent to Award the Contract, or Award of a Contract, whichever occurs first, 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) The Contracting Agency committed a substantial violation of a provision in the Solicitation Document or of an applicable Procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Bid or the Responsible Proposer offering the highest-ranked Proposal.

(d) The Contracting Agency 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 Contracting Agency's decision not to increase the size of the Competitive Range above the size of the Competitive Range set forth in the RFP.

(5) **Right to Protest Competitive Range.**

(a) An adversely affected or aggrieved Proposer may submit to the Contracting Agency a Written protest of the Contracting Agency's decision to exclude the Proposer from the Competitive Range within seven Days

after issuance of the notice of the Competitive Range, unless a different protest period is provided under the Solicitation Document. (See procedural requirements for the use of RFPs at Rule 137-049-0650.)

(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) The Contracting Agency committed a substantial violation of a provision in the RFP or of an applicable Procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.

(d) The Contracting Agency 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 Contracting Agency's decision not to increase the size of the Competitive Range above the size of the Competitive Range set forth in the RFP.

(6) **Authority to Resolve Protests.** The head of the Contracting Agency, or such Person's designee, may settle or resolve a Written protest submitted in accordance with the requirements of this rule.

(7) **Decision.** If a protest is not settled, the head of the Contracting Agency, or such Person's designee, shall promptly issue a Written decision on the protest. Judicial review of this decision will be available if provided by statute.

(8) **Award.** The successful Offeror shall promptly execute the Contract after the Award is final. The Contracting Agency shall execute the Contract only after it has obtained all applicable required documents and approvals.

Stat. Auth.: ORS 279A.065

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

137-049-0460

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 Contracting Agency's Contract Review Authority 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 Contracting Agency a performance bond and a payment bond each in a sum equal to the Contract Price for all Public Improvement Contracts. This requirement applies only to Public Improvement Contracts with a value, estimated by the Contracting Agency, of more than \$100,000 or, in the case of Contracts for highways, bridges and other transportation projects, more than \$50,000. See ORS 279C.380(5). Under ORS 279C.390(3)(b) the Director of the Oregon Department of Transportation may reduce the performance bond amount for contracts financed from the proceeds of bonds issued under ORS 367.620(3)(a). Also see Rule 137-049-0815 and BOLI rules at OAR 839-025-0015 regarding the separate requirement for a Public Works bond.

(2) **Other Construction Contracts.** A Contracting Agency may require performance security for other construction Contracts that are not Public Improvement Contracts. Such requirements shall be expressly set forth in the Solicitation Document.

(3) **Requirement for Surety Bond.** The Contracting Agency shall accept only a performance bond furnished by a surety company authorized to do business in Oregon unless otherwise specified in the Solicitation Document (i.e., the Contracting Agency may accept a cashier's check or certified check in lieu or 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 Contracting Agency's request. If the Offeror fails to furnish the performance security as requested, the Contracting Agency 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 Contracting Agency's discretion, the Offeror shall forfeit its Bid or Proposal security.

Stat. Auth.: ORS 279A.065

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

137-049-0470

Substitute Contractor

If the Contractor provided a performance bond, the Contracting Agency, in its sole discretion, 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 & ORS 279C.390

137-049-0490

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 Contracting Agency. The Contracting Agency Awarding the Contract shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.120

ALTERNATIVE CONTRACTING METHODS

137-049-0600

Purpose

Rules 137-049-0600 to 137-049-0690 are intended to provide guidance to Contracting Agencies regarding the use of Alternative Contracting Methods for Public Improvement Contracts, as may be directed by a Contracting Agency's Contract Review Authority under ORS 279C.335. Alternative Contracting Methods include, but are not limited to, Design-Build, Energy Savings Performance Contract (ESPC) and Construction Manager/General Contractor (CM/GC) forms of contracting. To the extent any such Alternative Contracting Methods (with the exception of CM/GC) are utilized within the competitive bidding process set forth at ORS 279C.335(1), Rules 137-049-0600 to 137-049-0690 are advisory only and need not be followed.

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

Stats. Implemented: ORS 279C.335, ORS 279C.337, ORS 279A.065 & ORS 351.086

137-049-0610

Definitions for Alternative Contracting Methods

The following definitions shall apply to these 137-049-0600 to 137-049-0690 rules, unless the context requires otherwise:

(1) "**Alternative Contracting Methods**" means innovative Procurement techniques for procuring or performing 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 *and* CM/GC forms of contracting, which are specifically addressed in these 137-049-0600 to 137-049-0690 rules, as well as other developing techniques such as general "performance contracting" and "cost plus time" contracting (as more particularly described in ORS 279C.332(3)(b)(D)(iii)(I)) and "qualifications plus project approach" contracting (as more particularly described in ORS 279C.332(3)(b)(D)(iii)(II)). Procedural requirements are identified under these 137-049-0600 to 137-049-0690 rules, when a Contracting Agency uses an Alternative Contracting Method in a procurement that requires an exemption from competitive bidding under ORS 279C.335(2) or in an ESPC procurement that is excepted from competitive bidding under ORS 279.335(1).

(2) "**Construction Manager/General Contractor (or "CM/GC")**" has the meaning set forth in ORS 279C.332(2).

(3) **“Construction Manager/General Contractor Method (or “CM/GC Method)”** means the Alternative Method which involves a Contracting Agency’s selection of a CM/GC to perform CM/GC Services for a project or projects.

(4) **“Construction Manager/General Contractor Services (or CM/GC Services)”** has the meaning set forth in ORS 279C.332(3).

(5) **“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 Contracting Agency, and manages both design and construction. In this form of Contract, a single Person provides the Contracting Agency with all of the Personal Services and construction Work necessary to both design and construct the project.

(6) **“Guaranteed Maximum Price (or “GMP)”** has the meaning set forth in ORS 279C.332(4), pertaining to procurements for CM/GC Services. For Alternative Contracting Methods other than the CM/GC Method, “Guaranteed Maximum Price” (or “GMP”) means the total maximum price provided to the Contracting Agency by the Contractor and accepted by the Contracting Agency that includes all reimbursable costs and fees for completion of the Contract Work and any particularly identified contingency amounts, as defined by the Public Improvement Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.332, ORS 279C.335 & ORS 279A.065

137-049-0620

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 Contracting Agency rules. Use of Alternative Contracting Methods may be directed by a Contracting Agency’s Contract Review Authority as an exception to the prescribed Public Contracting practices in Oregon, and their use must be justified in accordance with the Code and these 137-049-0600 to 137-049-0690 rules. See Rule 137-049-0630 regarding required Findings and restrictions on class exemptions. Contracting Agency’s Contract Review Authority has duly adopted class exemptions for the use of Requests for Proposals (RFP) and ESPC forms of contracting and authorized Contracting Agency to approve use of these alternative solicitation and contracting methods in accordance with Rules 137-049-0600 to 137-049-0690, as applicable.

(2) **Post-Project Evaluation.** Per ORS 279C.355 the Contracting Agency shall 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 Contracting Agency’s best interest to use an Alternative Contracting Method. The evaluation must be delivered to the Contracting Agency’s Contract Review Authority within 30 Days of the date the Contracting Agency “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. The evaluation shall address:

(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 & ORS 279A.065

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

137-049-0630

Findings, Notice and Hearing

(1) **“Cost Savings” and Other Substantial Benefits Factors.** When Findings are required under ORS 279C.335(2)(b) to exempt a Contract or class of Contracts from the competitive bidding requirements, the “substantial cost savings and other substantial benefits” criterion at 279C.335(2)(b) requires consideration of the type, cost and amount of the Contract and, to the extent applicable, the other factors set forth in 279C.335(2)(b). If a particular factor has no application whatsoever to the particular Public Improvement Contract or class of Public Improvement Contracts, the local contract review board need not consider nor address that factor.

(2) **Required Information.** The statutory definition of “Findings” at ORS 279C.330(2), which applies to exemptions from competitive bidding under ORS 279C.335, means the justification for a Contracting

Agency's conclusion regarding the factors listed in both ORS 279C.335(2)(a) and either 279C.335(2)(b) or 279C.335(2)(c).

(3) **Addressing Cost Savings.** Accordingly, when the Contract or class of Contracts under consideration for an exemption contemplates the use of Alternative Contracting Methods, the "substantial cost savings and other substantial benefits" requirement may be addressed by a combination of:

(a) Specified Findings that address the factors and other information specifically identified by statute, including, but not limited to, an analysis or reasonable forecast of present and future cost savings and other substantial benefits; and

(b) Additional Findings that address industry practices, surveys, trends, past experiences, evaluations of completed projects required by ORS 279C.335 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.

(c) As an alternative to the "substantial cost savings and other substantial benefits" requirement in ORS 279C.335(2)(b), if an Alternative Contracting Method has not been previously used, Contracting Agency may make a Finding that identifies the project as a "pilot project" under ORS 279C.335(2)(c).

(4) **Favoritism and Competition.** The criteria at ORS 279C.335(2)(a) that the exemption "is unlikely to encourage favoritism" or "substantially diminish competition" may be addressed for Alternative Contracting Methods by specifying: (a) the manner in which an RFP process will be utilized; (b) that the Procurement will be formally advertised with public notice and disclosure of the planned Alternative Contracting Method; (c) that competition will be encouraged; and (d) that Award will be made based upon identified selection criteria and an opportunity to protest that Award provided.

(5) **Class Exemptions.** In making the findings supporting a class exemption the Contracting Agency shall clearly identify the "class" with respect to its defining characteristics, pursuant to the requirements of ORS 279.335(3). Those characteristics shall include some combination of Project descriptions or locations, time periods, contract values, method of procurement, or other factors that distinguish the limited and related class of Projects from a Contracting Agency's overall construction program. The Contracting Agency may not identify a class solely by funding source, such as a particular bond fund, or by the method of procurement, but shall identify the class using characteristics that reasonably relate to the exemption criteria of ORS 279C.335(2).

(6) **Public Hearing.** Before final adoption of Findings exempting a Public Improvement Contract or class of Contracts from the requirement of competitive bidding, a Contracting Agency shall give notice and may hold a public hearing as required by ORS 279C.335(5). The hearing shall be for the purpose of receiving public comment on the Contracting Agency's draft Findings.

Stat. Auth.: ORS 279A.065

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

137-049-0640

General Alternative Contracting Procedures

(1) **Proposal Evaluation.** Factors in addition to price may be considered in the selection process, but only as set forth in the RFP. Proposal evaluation shall be as objective as possible. Evaluation factors need not be precise predictors of future costs and performance, but to the extent possible such evaluation factors shall:

(a) Be reasonable estimates based on information available to the Contracting Agency;

(b) Treat all Proposals equitably; and

(c) Recognize that public policy requires that Public Improvements be constructed at the least overall cost to the Contracting Agency. 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 any factors required by ORS 279C.337 and OAR 137-049-0690.

(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.

(3) **Contract Negotiations.** Contract terms may be negotiated to the extent allowed by the RFP and Rules 137-049-0600 to 137-049-0690, 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 137-049-0650. 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 could affect the cost or quality of the Work. For the CM/GC Method, terms that may be negotiated also include the specific scope of pre-construction services, the GC Work, any Early Work and other construction Work to be performed by the CM/GC, and any other terms that the Contracting Agency has identified as being subject to negotiation, consistent with the requirements of OAR 137-049-0690. In ESPC contracting, terms that may be negotiated also include the scope of preliminary design of ECMs to be evaluated by the parties during the Technical Energy Audit phase of the Work, the scope of Personal Services and Work 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 137-049-0680.

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

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

137-049-0650

Requests for Proposals (RFP)

(1) Generally.

(a) Contracting Agency may utilize the following RFP process for public improvement contracts to allow flexibility in both proposal evaluation and contract negotiation, subject to ORS 279C.400 to 279C.410, Rules 137-049-0200 to 137-049-0480, and 137-049-0640 to 137-049-0660, unless other applicable statutes or rules control a Contracting Agency's use of competitive proposals for public improvement contracts.

(b) Contracting Agency 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. ORS 279C.410(9).

(2) **Solicitation Documents.** In addition to the Solicitation Document requirements of Rule 137-049-0200, Public Improvement Contract Requests for Proposals shall include:

(a) Whether Contracting Agency reserves the right to Award to and Contract with more than one Proposer.

(b) All evaluation factors that will be considered by the Contracting Agency when evaluating the proposals, including the relative importance of price and any other evaluation factors. Evaluation factors may include, but are not limited to, such considerations as 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.

(c) The method of contractor selection, which may include, but is not limited to, Award without negotiation, negotiation with the highest ranked Proposer, competitive negotiations, multiple-tiered competition designed to either 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 these methods;

(d) All required contractual terms and conditions. The Request for Proposals also may: (i) identify those contractual terms or conditions that Contracting Agency reserves, in the Request for Proposals, for negotiation with Proposers; (ii) request that Proposers propose contractual terms and conditions that relate to subject matter reasonably identified in the Request for Proposals; and (iii) contain or incorporate the form and content of the contract that the Contracting Agency will accept, or suggested contract terms and conditions that nevertheless may be the subject of negotiations with Proposers.

(3) Evaluation of Proposals.

(a) Evaluation. The Contracting Agency shall evaluate Proposals only in accordance with criteria set forth in the RFP and applicable law. The Contracting Agency shall evaluate Proposals to determine the Responsible Proposer or Proposers submitting the best Responsive Proposal or Proposals.

(A) Clarifications. In evaluating Proposals, a Contracting Agency may seek information 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 Contracting Agency did not permit negotiation in its Request for Proposals, the Contracting Agency 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 outlined in subsections (5)(b) and (6) of this rule do not apply to this limited negotiation.

(b) Discussions; Negotiations. The Contracting Agency shall evaluate Proposals and, if applicable, establish the Competitive Range, before conducting discussions or negotiations in accordance with this rule.

(A) If the Solicitation Document provided that discussions or negotiations may occur at Contracting Agency's discretion, the Contracting Agency may forego discussions and negotiations and evaluate all Proposals in accordance with this rule.

(B) If the Contracting Agency proceeds with discussions or negotiations, the Contracting Agency may establish a negotiation committee which may include members with legal, technical or negotiating expertise.
(c) Cancellation/Rejection. Cancellation of the Solicitation or rejection of proposals shall be in accordance with ORS 279C.395.

(4) Competitive Range; Protest; Award.

(a) Determining Competitive Range.

(A) If the Contracting Agency does not cancel the Solicitation, after the Opening the Contracting Agency will evaluate all Proposals in accordance with the evaluation criteria set forth in the Request for Proposals *and* rank the Proposers in the Competitive Range.

(B) The Contracting Agency may increase the number of Proposers in the Competitive Range if the Contracting Agency's evaluation of Proposals establishes a natural break in the scores of Proposers indicating that 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 Contracting Agency's evaluation of revised Proposals submitted in accordance with the process described in this rule.

(b) Notice/Protests. Notice of Competitive Range and Award, and associated protest rights will be as established in Rule 137-049-0450.

(c) After the protest period provided in accordance with Rule 137-049-0450 expires, or after the Contracting Agency has provided a final response to any protest, whichever date is later, the Contracting Agency *may* commence final Contract negotiations with the highest-ranked Proposer in the Competitive Range; or engage in discussions with Proposers in the Competitive Range and accept revised Proposals from them, and, following such discussions and receipt and evaluation of revised Proposals, conduct negotiations with the Proposers in the Competitive Range.

(5) Discussions; Revised Proposals. If the Contracting Agency chooses to enter into discussions with and receive revised Proposals from the Proposers in the Competitive Range, the Contracting Agency shall proceed as follows:

(a) Initiating Discussions. The Contracting Agency 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 Contracting Agency identified in the RFP as the subject of discussions. The Contracting Agency 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 Contracting Agency would like additional information; and

(C) Otherwise allowing Proposers to develop revised Proposals that will allow the Contracting Agency to obtain the best Proposal based on the requirements and evaluation criteria set forth in the Request for Proposals.

(b) Conducting Discussions. The Contracting Agency 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 Contracting Agency may terminate discussions with any Proposer in the Competitive Range at any time. However, the Contracting Agency shall offer all Proposers in the Competitive Range the opportunity to discuss their Proposals with Contracting Agency before the Contracting Agency notifies Proposers of the date and time pursuant to this section that revised Proposals will be due.

(A) In conducting discussions, the Contracting Agency:

(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 Contracting Agency may:

(i) Continue discussions with a particular Proposer;

(ii) Terminate discussions with a particular Proposer and continue discussions with other Proposers in the Competitive Range; or

(iii) Conclude discussions with all remaining Proposers in the Competitive Range and provide notice to the Proposers in the Competitive Range to submit revised Proposals.

(c) Revised Proposals. If the Contracting Agency does not cancel the Solicitation at the conclusion of the Contracting Agency's discussions with all remaining Proposers in the Competitive Range, the Contracting Agency shall give all remaining Proposers in the Competitive Range notice of the date and time by which they must submit revised Proposals. This notice constitutes the Contracting Agency's termination of discussions, and Proposers must submit revised Proposals by the date and time set forth in the Contracting Agency's notice.

(A) Upon receipt of the revised Proposals, the Contracting Agency shall score the revised Proposals based upon the evaluation criteria set forth in the Request for Proposals, and rank the revised Proposals based on the Contracting Agency's scoring.

(B) The Contracting Agency may conduct discussions with and accept only one revised Proposal from each Proposer in the Competitive Range unless otherwise set forth in the Request for Proposals.

(d) Intent to Award; Protest. Written notice of intent to Award and associated protest rights are as established in Rule 137-049-0450. After the protest period expires, or after the Contracting Agency has provided a final response to any protest, whichever date is later, the Contracting Agency may commence final Contract negotiations.

(6) Negotiations.

(a) Initiating Negotiations. The Contracting Agency 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 Contracting Agency 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 authorized for negotiation in the Request for Proposals.

(c) Terminating Negotiations. The Contracting Agency may terminate negotiations with any Proposer at any time, if the Contracting Agency 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 Contracting Agency terminates negotiations with a Proposer, the Contracting Agency may then commence negotiations with the next highest scoring Proposer in the Competitive Range, and continue the process described in this rule until the Contracting Agency has either:

(A) Determined to Award the Contract to the Proposer with whom it is currently negotiating; or

(B) Completed at least one round of negotiations with all Proposers in the Competitive Range.

(7) **Post Project Evaluation.** For projects over \$100,000, Contracting Agency shall complete a post project evaluation in compliance with ORS 279C.355 and Rule 137-049-0620(3).

Stat. Auth.: ORS 279A.065

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

137-049-0660

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 with a GMP or some other maximum price specified in the Contract may be negotiated.

(2) Economic incentives or disincentives may be included to reflect stated Contracting Agency purposes related to time of completion, safety or other Public Contracting objectives, including total least cost mechanisms such as life cycle costing.

(3) A Guaranteed Maximum Price (GMP) *may be* used as the pricing mechanism for CM/GC where a total Contract Price is provided in the design phase in order to assist the Contracting Agency in determining whether the project scope is within the Contracting Agency'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 Contracting Agency 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 Contracting Agency shall terminate the Contract. The public Contracting Agency 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 Contracting Agency 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

137-049-0670

Design-Build Contracts

(1) **General.** The Design-Build form of contracting, as defined in Rule 137-049-0610(3), has technical complexities that are not readily apparent. Contracting Agencies 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 Contracting Agency 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.** Contracting Agencies shall utilize the Design-Build form of contracting only in accordance with the requirements of these 137-049-0600 to 137-049-0690 rules. See particularly Rule 137-049-0620 on "Use of Alternative Contracting Methods" and Rule 137-049-0680 pertaining to ESPCs.

(3) **Selection.** Design-Build selection criteria may include those factors set forth above in Rule 137-049-0640(2)(a), (b) and (c).

(4) **QBS Inapplicable.** Because the value of construction services predominates the Design-Build form of contracting, the qualifications based selection (QBS) process mandated by ORS 279C.110 for State Contracting Agencies in obtaining certain consultant services is not applicable.

(5) **Licensing.** If a Design-Build Contractor is not an Oregon licensed design professional, the Contracting Agency shall require that the Design-Build Contractor disclose in its Written Offer that it is not an Oregon licensed design professional, and identify the Oregon licensed design professional(s) who will provide design services. See ORS 671.030(5) regarding the offer of architectural services, and ORS 672.060(11) regarding the offer of engineering services that are appurtenant to construction services.

(6) **Performance Security.** ORS 279C.380(1)(a) provides that for Design-Build Contracts the surety's obligation on performance bonds, or the Bidder's obligation on cashier's or certified checks accepted in lieu thereof, includes the preparation and completion of design and related professional services specified in the Contract. This additional obligation, beyond performance of construction services, extends only to the provision of professional services and related design revisions, corrective Work and associated costs prior to final completion of the Contract (or for such longer time as may be defined in the Contract). The obligation is not intended to be a substitute for professional liability insurance, and does not include errors and omissions or latent defects coverage.

(7) **Contract Requirements.** Contracting Agencies 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 Contracting Agency, as well as requirements for professional liability insurance.
- (c) Risk Allocation. The Contract shall clearly identify the extent to which the Contracting Agency 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 Contracting Agency 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 Contracting Agency 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

137-049-0680

Energy Savings Performance Contracts (ESPC)

(1) **Generally**. These 137-049-0600 to 137-049-0690 rules include a limited, efficient method for Contracting Agency to enter into ESPCs outside the competitive bidding requirements of ORS 279C.334. See ORS 279C.335(1)(f). If a Contracting Agency chooses not to utilize the ESPC Procurement method provided for by these 137-049-0600 to 137-049-0690 rules, the Contracting Agency may still enter into an ESPC by complying with the competitive bidding exemption process set forth in ORS 279C.335, or by otherwise complying with the Procurement requirements applicable to any Contracting Agency not subject to all the requirements of ORS 279C.335.

(2) **ESPC Contracting Method**. The ESPC form of contracting, as defined at Rule 137-049-0610(6), has unique technical complexities associated with the determination of what ECMs are feasible for the Contracting Agency, as well as the additional technical complexities associated with a Design-Build Contract. Contracting Agencies 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 Contracting Agency must be able to reasonably anticipate one or more of the following types of benefits:

(a) Obtaining, through an ESCO, the following types of integrated Personal Services and Work: facility profiling, energy baseline studies, ECMs. Technical Energy Audits, project development planning, engineering design, plan preparation, cost estimating, life cycle costing, construction administration, project management, construction, quality control, operations and maintenance staff training, commissioning services, Measurement and Verification (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 Project Development Plan phase into the design and construction phase of Work on the project;

(d) Reducing the risk of design flaws, misunderstandings and conflicts inherent in the construction process, through the integration of ESPC Personal Services and Work;

(e) Obtaining innovative design solutions through the collaboration of the members of the ESCO integrated ESPC team;

(f) Integrating cost-effective Energy Conservation Measures (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 that is being performed under a separate remodeling Contract; and

(h) Satisfying local energy efficiency design criteria or requirements.

(3) **Authority**. Contracting Agency may utilize the ESPC form of contracting only in accordance with the requirements of these 137-049-0600 to 137-049-0690 rules.

(4) **No Findings Required**. A Contracting Agency is only required to comply with the ESPC contracting procedures set forth in these 137-049-0600 to 137-049-0690 rules in order for the ESPC to be exempt from the competitive bidding process of ORS 279C.335. No Findings are required for an ESPC to be exempt from the competitive bidding process for Public Improvement Contracts pursuant to ORS 279C.335, unless the Contracting Agency is subject to the requirements of ORS 279C.335 and chooses not to comply with the ESPC contracting procedures set forth in 137-049-0600 to 137-049-0690 of these rules.

(5) **Selection**. ESPC contracts may be directly awarded or solicited via an informal or formal RFP process. ESPC selection criteria may include those factors set forth above in Rule 137-049-0640(2)(a), (b), and (c). Since the Energy Savings Guarantee is such a fundamental component in the ESPC contracting process, prior to award, potential awardees must identify 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) **QBS Inapplicable**. Because the value of construction Work predominates in the ESPC method of contracting, the qualifications based selection (QBS) process mandated by ORS 279C.110 for State Contracting Agencies in obtaining certain consultant services is not applicable.

(7) **Licensing**. If the ESCO is not an Oregon licensed design professional, the Contracting Agency shall require that the ESCO disclose in the ESPC that it is not an Oregon licensed design professional, and identify the Oregon licensed design professional(s) who will provide design services. See ORS 671.030(5)

regarding the offer of architectural services, and ORS 672.060(11) regarding the offer of engineering services that are appurtenant to construction Work.

(8) **Performance Security.** At the point in the ESPC when the parties enter into a binding Contract that constitutes a Design-Build Contract, the ESCO must provide a performance bond and a payment bond, each for 100% of the full Contract Price, including the construction Work and design and related Personal Services specified in the ESPC Design-Build Contract, pursuant to ORS 279C.380(1)(a). For ESPC Design-Build Contracts, these “design and related services” include conventional design services, commissioning services, training services for the Contracting Agency’s operations and maintenance staff, and any similar Personal Services provided by the ESCO’s Energy Savings Guarantee are not included in these 279C.380(1)(a) “design and related services.” Nevertheless, a Contracting Agency may require that the ESCO provide performance security for M & V services and any Personal Services or Work associated with the ESCO’s Energy Savings Guarantee, if the Contracting Agency so provides in the RFP.

(9) **Contracting Requirements.** Contracting Agencies 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 final design and construction of the project, the contractual terms governing the performance of the M & V services for the project, and the detailed provisions of the ESCO’s Energy Savings Guarantee for the project.

(B) The various phases of the ESCO’s Work will include the following:

(i) The Technical Energy Audit phase of the Work;

(ii) The Project Development Plan phase of the Work;

(iii) A third phase of the Work that constitutes a Design-Build Contract, during which the ESCO completes any plans and Specifications required to implement the ECMs that have been agreed to by the parties to the ESPC, and the ESCO performs all construction, commissioning, construction administration and related Personal Services or Work to actually construct the project; and

(iv) A final phase of the Work, whereby the ESCO, independently or in cooperation with an independent consultant hired by the Contracting Agency, 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 Contracting Agency shall conform its Design-Build contracting practices to the Design-Build contracting requirements set forth in Rule 137-040-0560(7) above.

(c) Pricing Alternatives. The Contracting Agency may utilize one of the following pricing alternatives in an ESPC:

(A) A fixed price for each phase of the Personal Services and Work to be provided by the ESCO;

(B) A cost reimbursement pricing mechanism, which a maximum not-to-exceed price or a GMP; or

(C) A combination of a fixed fee for certain components of the Personal Services to be performed, a cost reimbursement pricing mechanism for the construction Work to be performed with a GMP, a single or annual fixed fee for M & V services to be performed for an identified 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 Contracting Agency, the ESCO’s M & V services may be terminated prior to the completion of the M & V/Energy Savings Guarantee period and the Contracting Agency’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 these 137-049-0600 to 137-049-0690 rules 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

137-049-0690**Construction Manager/General Contractor (CM/GC)**

Contracting Agency shall use a Construction Manager/General Contractor (CM/GC) form of contracting, as defined in Rule 137-049-0610(3), only in accordance with ORS 279C.337 and OAR 137-049-0690.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 297C.335, ORS 279C.337 & ORS 279C.380(2)

CONTRACT PROVISIONS**137-049-0800****Required Contract Clauses**

Contracting Agencies 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 137-049-0200(1)(c) regarding Solicitation Documents. The following series of rules provide further guidance regarding particular Public Contract provisions.

Stat. Auth.: ORS 279A.065

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

137-049-0810**Waiver of Delay Damages Against Public Policy**

Contracting Agencies shall not place any provision in a Public Improvement Contract purporting to waive, release, or extinguish the rights of a Contractor to damages resulting from a Contracting Agency'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

137-049-0815**BOLI Public Works Bond**

Pursuant to ORS 279C.830(3), the specifications for every Public Works Contract shall contain a provision stating that the Contractor and every subcontractor must have a Public Works bond filed with the Construction Contractors Board before starting Work on the project, unless otherwise exempt. This bond is in addition to performance bond and payment bond requirements. See BOLI rule at OAR 839-025-0015.

Stat. Auth. ORS 279A.065

Stats. Implemented: ORS 279C.830

137-049-0820**Retainage**

(1) **Withholding of Retainage.** Except to the extent a Contracting Agency's enabling laws require otherwise, a Contracting Agency shall not retain an amount in excess of five percent of the Contract Price for Work completed. If the Contractor has performed at least 50 percent of the Contract Work and is progressing satisfactorily, upon the Contractor's submission of Written application containing the surety's Written approval, the Contracting Agency may, in its discretion, reduce or eliminate retainage on any remaining progress payments. The Contracting Agency shall respond in Writing to all such applications within a reasonable time. When the Contract Work is 97-1/2 percent completed, the Contracting Agency may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the remaining unperformed Contract Work. A Contracting Agency may at any time reinstate retainage. Retainage shall be included in the final payment of the Contract Price.

(2) **Form of Retainage.** Unless a Contracting Agency that reserves an amount as retainage finds in writing that accepting a bond, security, or other instrument described in part (a) or (b) of this section poses an extraordinary risk that is not typically associated with the bond, security, or instrument, the Contracting Agency, in lieu of withholding moneys from payment, shall accept from the Contractor:

(a) Bonds, securities or other instruments that are deposited and accepted as provided in subsection (4)(a) of this rule; or

(b) A surety bond deposited as provided in subsection (4)(b) of this rule.

(3) **Deposit in interest-bearing accounts.** Either upon election of the Contractor pursuant to ORS 279C.560(5) or as required when the Contract Price exceeds \$500,000 pursuant to ORS 279C.570(2), a Contracting Agency shall deposit cash retainage in an interest-bearing account in a bank, savings bank, trust company, or savings association, or interest-bearing escrow account pursuant to ORS 279C.570(2). Earnings on such an account shall accrue to the Contractor from the date the Contractor's related payment request is fully approved by the Contracting Agency, until the date the retainage is paid to the Contractor. For purposes of this Section, a payment of retainage is deemed to be "paid" by a Contracting Agency when the payment is transmitted to the Contractor or otherwise applied against an obligation of the Contractor under the Contract.

(4) **Alternatives to cash retainage.** In lieu of cash retainage to be held by a Contracting Agency, the Contractor may substitute one of the following:

(a) Deposit of bonds, securities or other instruments:

(A) The Contractor may deposit bonds, securities or other instruments with the Contracting Agency or in any bank or trust company to be held for the benefit of the Contracting Agency. If the Contracting Agency accepts the deposit, the Contracting Agency shall reduce the cash retainage by an amount equal to the value of the bonds and securities, and reimburse the excess to the Contractor.

(B) Bonds, securities or other instruments deposited or acquired in lieu of cash retainage must be of a character approved by the Oregon Department of Administrative Services, which may include, without limitation:

(i) Bills, certificates, notes or bonds of the United States.

(ii) Other obligations of the United States or agencies of the United States.

(iii) Obligations of a corporation wholly owned by the Federal Government.

(iv) Indebtedness of the Federal National Mortgage Association.

(v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.

(vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

(C) Upon the Contracting Agency's determination that all requirements for the protection of the Contracting Agency'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 Contracting Agency, at its discretion, may allow the Contractor to deposit a surety bond in a form acceptable to the Contracting Agency in lieu of all or a portion of funds retained or to be retained. A Contractor depositing such a bond shall accept surety bonds from its subcontractors and suppliers in lieu of retainage. In such cases, retainage shall be reduced by an amount equal to the value of the bond, and the excess shall be reimbursed.

(5) **Recovery of Costs.** Pursuant to ORS 279C.560(3), a Contracting Agency may reduce the final payment to recover from the Contractor all additional costs incurred as a result of Contractor's election to:

(i) submit an alternative to cash retainage pursuant to section (4) of this rule; or (ii) to deposit cash retainage in an interest-bearing account pursuant to section (3) of this rule for Contracts not in excess of \$500,000 by reducing the final payment.

(6) **Additional Retainage When Certified Payroll Statements Not Filed.** Pursuant to ORS 279C.845(7), if a Contractor is required to file certified payroll statements and fails to do so, the Contracting Agency shall retain 25 percent of any amount earned by the Contractor on a Public Works Contract until the Contractor has filed such statements with the Contracting Agency. The Contracting Agency shall pay the Contractor the amount retained under this provision within 14 days after the Contractor files the certified statements, regardless of whether a subcontractor has filed such statements (but see ORS 279C.845(1) regarding the requirement for both contractors and subcontractors to file certified statements with the Contracting Agency). See BOLI rule at OAR 839-025-0010.

Stat. Auth.: ORS 279A.065 & ORS 279C.845

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

137-049-0830

Contractor Progress Payments

(1) **Request for progress payments.** Each month the Contractor shall submit to the Contracting Agency its Written request for a progress payment based upon an estimated percentage of Contract completion. At the Contracting Agency'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 Contracting Agency will make a progress payment to the Contractor, which shall be equal to: (i) the value of completed Work; (ii) less those amounts that have been previously paid; (iii) less other amounts that may be deductible or owing and due to the Contracting Agency for any cause; and (iv) less the appropriate amount of retainage.

(2) **Progress payments do not mean acceptance of Work.** Progress payments shall not be construed as an acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective workmanship or material.

Stat. Auth.: ORS 279A.065
Stats. Implemented: ORS 279C.570

137-049-0840

Interest

(1) **Prompt payment policy.** A Contracting Agency 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 Contracting Agency 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 Contracting Agency in Writing or otherwise in accordance with the Contract requirements.

Stat. Auth.: ORS 279A.065
Stats. Implemented: ORS 279C.570

137-049-0850

Final Inspection

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

Stat. Auth.: ORS 279A.065
Stats. Implemented: ORS 279C.570(8)

137-049-0860

Public Works Contracts

(1) **Generally.** ORS 279C.800 to 279C.870 regulates Public Works Contracts, as defined in 279C.800(6), 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) Contracting Agency authority to pay certain unpaid claims and charge such amounts to Contractors, as set forth in ORS 279C.515(1).

(b) Maximum hours of labor and overtime, as set forth in ORS 279C.520(1).

(c) Employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2).

(d) Contractor required payments for certain services related to sickness or injury, as set forth in ORS 279C.530.

(e) A requirement for payment of prevailing rate of wage, as set forth in ORS 279C.830(1). If both state and federal prevailing rates of wage apply, the contract and every subcontract must provide that all workers must be paid the higher of the applicable state or federal prevailing rate of wage.

(f) A requirement for filing a public works bond by contractor and every subcontractor, as set forth in ORS 279C.830(2).

(3) **Requirements for Specifications.** The Specifications for every Public Works Contract, consisting of the procurement package (such as the project manual, Bid or Proposal booklets, request for quotes or similar procurement Specifications), must contain the following provisions:

(a) The state prevailing rate of wage, and, if applicable, the federal prevailing rate of wage, as required by ORS 279C.830(1)(a):

(A) Physically contained within or attached to hard copies of procurement Specifications;

(B) Included by a statement incorporating the applicable wage rate publication into the Specifications by reference, in compliance with OAR 839-025-0020; or,

(C) When the rates are available electronically or by Internet access, the rates may be incorporated into the Specifications by referring to the rates and providing adequate information on how to access them in compliance with OAR 839-025-0020.

(b) If both state and federal prevailing rates of wage apply, a requirement that the contractor shall pay the higher of the applicable state or federal prevailing rate of wage to all workers. See BOLI rules at OAR 839-025-0020 and 0035.

(c) A requirement for filing a public works bond by contractor and every subcontractor, as set forth in ORS 279C.830(2).

Stat. Auth.: ORS 279A.065

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

137-049-0870

Specifications; Brand Name Products

(1) **Generally.** The Contracting Agency's Solicitation Document shall not expressly or implicitly require any product by brand name or mark, nor shall it require the product of any particular manufacturer or seller, except pursuant to an exemption granted under ORS 279C.345(2).

(2) **Equivalents.** A Contracting Agency 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 Contracting Agency 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

137-049-0880

Records Maintenance; Right to Audit Records

(1) **Records Maintenance; Access.** Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document (i) their performance; and (ii) any claims arising from or relating to their performance under a Public Contract. Contractors and subcontractors shall make all records pertaining to their performance and any claims under a Contract (the books, fiscal records and all other records, hereafter referred to as "Records") accessible to the Contracting Agency at reasonable times and places, whether or not litigation has been filed as to such claims.

(2) **Inspection and Audit.** A Contracting Agency 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 Contracting Agency, and its authorized representatives, shall be entitled to inspect, examine, copy, and audit any Contractor's or subcontractor's Records, as provided in section 1 of this rule. The Contractor and subcontractor shall maintain the Records and keep the Records accessible and available at reasonable times and places for a minimum period of 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

137-049-0890

Contracting Agency Payment for Unpaid Labor or Supplies

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

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.515

137-049-0900

Contract Suspension; Termination Procedures

- (1) **Suspension of Work.** In the event a Contracting Agency suspends performance of Work for any reason considered by the Contracting Agency to be in the public interest other than a labor dispute, the Contractor shall be entitled to a reasonable extension of Contract time, and to reasonable compensation for all costs, including a reasonable allowance for related overhead, incurred by the Contractor as a result of the suspension.
- (2) **Termination of Contract by mutual agreement for reasons other than default.**
- (a) Reasons for termination. The parties may agree to terminate the Contract or a divisible portion thereof if:
- (A) The Contracting Agency suspends Work under the Contract for any reason considered to be in the public interest (other than a labor dispute, or any judicial proceeding relating to the Work filed to resolve a labor dispute); and
- (B) Circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work.
- (b) Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section (2), the Contracting Agency shall pay the Contractor a reasonable amount of compensation for preparatory Work completed, and for costs and expenses arising out of termination. The Contracting Agency shall also pay for all Work completed, based on the Contract Price. Unless the Work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of Contract completed. No claim for loss of anticipated profits will be allowed.
- (3) **Public interest termination by Contracting Agency.** A Contracting Agency 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 Contracting Agency unilaterally terminates the Contract for any reason considered by the Contracting Agency to be in the public interest.
- (4) **Responsibility for completed Work.** Termination of the Contract or a divisible portion thereof pursuant to this rule shall not relieve either the Contractor or its surety of liability for claims arising out of the Work performed.
- (5) **Remedies cumulative.** The Contracting Agency 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.
- (6) Application of this rule does not apply to suspension of the work or termination of the Contract as a result of Contractor's violation of any provision of law or Contract term.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.650, ORS 279C.655, ORS 279C.660, ORS 279C.665 & ORS 279C.670

137-049-0910

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 Contracting Agency 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 Contracting Agency or its authorized representatives to the Contractor requiring a change in the Work within the general scope of a Public Improvement Contract and issued under its changes provisions in administering the Contract and, if applicable, adjusting the Contract Price or contract time for the changed work.
- (2) **Changes Provisions.** Changes to the Work are anticipated in construction and, accordingly, Contracting Agencies shall include changes provisions in all Public Improvement Contracts that detail the

scope of the changes clause, provide pricing mechanisms, authorize the Contracting Agency 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 for their issuance by Contracting Agencies.

(3) **Change Order Authority.** Contracting Agencies may establish internal limitations and delegations for authorizing Changes to the Work, including dollar limitations. Dollar limitations on Changes to the Work are not set by these Rules, but such changes are limited by the above definition of that term.

(4) **Contract Amendments.** Contract Amendments within the general scope of the original Procurement are not considered to be new Procurements and an exemption from competitive bidding is not required in order to add components or phases of Work reasonably related to the work described in the Solicitation Document. Amendments to a Public Improvement Contract may be made only when:

(a) They are within the general scope of the original Procurement;

(b) The field of competition and Contractor selection would not likely have been affected by the Contract modification. Factors to be considered in making that determination include similarities in Work, project site, relative dollar values, differences in risk allocation and whether the original Procurement was accomplished through competitive bidding, competitive Proposals, competitive quotes, sole source or Emergency contract;

(c) In the case of a Contract obtained under an Alternative Contracting Method, any additional Work was specified or reasonably implied within the findings supporting the competitive bidding exemption; and

(d) The Amendment is made consistent with applicable legal requirements.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065, ORS 279C.335 & ORS 279C.400(1)

PUBLIC CONTRACTING RULES - 2023

CLASS EXEMPTIONS

E-1 Purpose and Statutory Authority

These rules establish classes of public contracts which are exempt from the formal competitive solicitation requirements of the Public Contracting Code. These exemptions may be used by Contracting Agency without additional findings of fact except as otherwise set forth herein. These exemptions are in addition to all contracting exemptions as set forth in the Code and Contracting Agency's Public Contracting Rules, Divisions 46, 47, 48, and 49. Additional contracts or classes of contracts may be expressly exempted from competitive solicitation requirements by ordinance or resolution of Contracting Agency pursuant to Contracting Agency Rules and ORS 279B.085 or 279C.335.

E-2 Advertising Contracts

Contracting Agency may purchase advertising without a competitive process, regardless of dollar value and including that intended for the purpose of giving public or legal notice.

E-3 Equipment Repair and Overhaul

Contracting Agency may enter into a public contract for the purchase of services, equipment or supplies for maintenance, repair or conversion of existing equipment, if required for efficient utilization of such equipment.

E-4 Contracts for Price Regulated Items

Contracting Agency may, regardless of dollar value and without competitive bidding, 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.

E-5 Copyrighted Materials

Contracting Agency may, without competitive bidding and regardless of dollar amount, purchase copyrighted materials if there is only one supplier available within a reasonable purchase area for such goods. Examples of copyrighted materials covered by this exemption may include, but are not necessarily limited to, new books, periodicals, workbooks, curriculum materials, reference materials, audio and visual media, and non-mass-marketed software.

E-6 Investment Contracts

Contracting Agency may, without competitive bidding, and regardless of dollar amount, contract for the purpose of the investment of public funds or the borrowing of funds by Contracting Agency when such investment or borrowing is contracted pursuant to duly enacted statute, ordinance, charter, or Constitution.

E-7 Requirements Contracts

(1) For purposes of this rule, "Requirements Contract" means a contract whereby the Contracting Agency has agreed to purchase as much of an identified Good or Service at a predetermined price as it requires to meet an anticipated need. Contracting Agency may enter into requirements contracts whereby it is agreed to purchase goods or services for an anticipated need at particular prices, provided the original contract is let by a competitive procurement process.

- (2) Purchase may also be made at prices established by a requirement contract or other agreement between another public body and a contractor, if the requirement contract was established by a competitive procurement process.
- (3) The term of any requirement contract, including renewals, shall not exceed five years.

E-8 Office Copier Purchases

- (1) Contracting Agency may enter into multiple requirements contracts for either the purchase, rental or lease of office copying equipment. Except for this multiple award exemption, such contracts shall otherwise conform to the requirements of Public Contracting Rule E-7.
- (2) In exercising this exemption, Contracting Agency shall fully consider the operating capabilities, limitations and cost of each brand or model and select the brand which will produce the best combination of performance and cost per copy for each application.

E-9 Manufacturer Direct Supplies

Contracting Agency may purchase goods directly from a manufacturer without a competitive solicitation process if a large volume purchase is required and the cost from the manufacturer is the same or less than the cost the manufacturer charges to its distributor(s). Procurements of this type are made on a contract-by-contract basis, and are not requirements contracts.

E-10 Gasoline, Diesel Fuel, Heating Oil, Lubricants and Asphalt

Contracting Agency is exempt from formal competitive procurement requirements for the purchase of gasoline, diesel fuel, heating oil, lubricants and asphalts if Contracting Agency conducts an intermediate procurement and Contracting Agency awards the Contract to the Offeror offering the least expensive goods, and retains written justification for the purchase made.

E-11 Hazardous Material Removal; Oil Cleanup

Contracting Agency may enter into public contracts without competitive bidding, regardless of dollar amount, 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. Comprehensive cleanup rules are set forth at OAR 340-122-205 to 340-122-360. In exercising its authority under this exemption Contracting Agency shall:

- (a) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;
- (b) Make written findings describing the circumstances requiring cleanup or a copy of the DEQ order ordering such cleanup;
- (c) Record the measures taken under subsection (a) of this section to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor selected.

E-12 Insurance, Employee Benefit

Contracting Agency may purchase employee benefit insurance without a competitive solicitation process, regardless of dollar amount.

E-13 Medical and Laboratory Supplies

Contracting Agency is not required to purchase the following specified laboratory and medical supplies on the basis of a single award to the lowest responsible bidder, but instead may purchase different brands of the same item by awarding contracts, after competitive bidding, to the lowest responsible bidder for each brand. The laboratory and medical supplies affected by this rule include, but are not limited to:

- (1) Drugs, biologicals, blood fractions, and blood components;
- (2) Intravenous solutions and associated supplies for administration;
- (3) Microbiologicals, biochemicals, and diagnostic reagents;
- (4) Surgical dressings;
- (5) Heart valves;
- (6) E.E.G., E.K.G., electrodes, charts, and associated supplies;
- (7) Sterilizing wraps;
- (8) Catheters, medical tubes, and associated supplies;
- (9) Surgical and orthopedic instruments;
- (10) Hearing aids;
- (11) Pacemakers;
- (12) Dental supplies;
- (13) Laboratory small package chemicals;
- (14) Biology supplies; and
- (15) Therapeutic or cosmetic implants.

E-14 Concession Agreements

(1) A concession agreement is a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from a site within a building or upon land owned or controlled by Contracting Agency, and under which the concessionaire makes payments to Contracting Agency based, in whole or in part, on the concessionaire's sales revenues. The term "concession agreement" does not include an agreement which is merely a flat-fee or per-foot rental, lease, license, permit, or other arrangement for the use of public property.

(2) Concession agreements are not required to be competitively bid. However, when it is in Contracting Agency's best interests to do so and in Contracting Agency's sole discretion, Contracting Agency may obtain competitive proposals for concession agreements using the procedures described in ORS 279B.060.

USED PERSONAL PROPERTY

E-15 Used Personal Property, Purchase of

(1) Subject to the provisions of this rule, Contracting Agency may purchase used property or equipment without competitive bidding and without obtaining competitive quotes, if it has determined that the purchase will be unlikely to encourage favoritism or substantially diminish competition, and will either result in cost savings to Contracting Agency or the public, or otherwise promote the public interest in a manner that could not be realized by a formal competitive solicitation process.

(2) "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 Contracting Agency purchase. "Used personal property or equipment" generally does not include property or equipment if Contracting Agency was the previous user, whether under a lease, as part of a demonstration, trial or pilot project, or similar arrangement.

(3) For purchases of used personal property or equipment, Contracting Agency shall, where feasible, obtain three competitive quotes, unless Contracting Agency has determined and documented that a purchase without obtaining competitive quotes will be unlikely to encourage favoritism or substantially diminish competition and will either result in substantial cost savings to Contracting Agency or the public, or otherwise promote public interest in a manner that could not be realized by a formal competitive solicitation process.

E-16 Surplus Personal Property, Disposition of

(1) Contracting Agency may dispose of surplus personal property by any means determined to be in the best interest of Contracting Agency, including but not limited to: transfer to other departments; donation to other government agencies, or non-profit organizations; negotiated or advertised sale; trade; auction; liquidation through commercially recognized third party liquidator; or destruction.

(2) Unless transfer or donation is otherwise exempt from public contracting, prior to surplus property, Contracting Agency must find that the chosen disposition will substantially promote the public interest in a manner that could not practicably be realized by a competitive solicitation process and either that the disposition will result in a cost savings to Agency or will probably result in a higher net return than if the property were sold by a competitive solicitation process.

(3) All items of personal property having a residual value of more than \$10,000 are subject to prior authorization of the Contract Review Authority.

PERSONAL SERVICES

E-17 Personal Services for Other than Architect, Engineer, Photogrammetrist, Transportation Planner, and Land Surveying Services

(1) Either the following procedures or those set forth in Contracting Agency's Public Contracting Rules, Division 47, will be used to retain the services of independent contractors, other than architects, engineers, land surveyors, or other professionals otherwise exempt from these Rules or the Code.

(2) Nothing in this section shall apply to the employment of regular Contracting Agency employees unless otherwise approved by the Contract Review Authority or its designee, or personal service contract.

(3) Unless otherwise approved by Contracting Agency, personal service contracts shall require the contractor to defend, indemnify, and hold harmless Contracting Agency, its officers, agents and employees from and against any and all claims or demands for damages of any kind arising out of or connected in any way with the contractor's performance thereunder and shall include a waiver of contractor's right to indemnification and defense under the Oregon Tort Claims Act.

(4) Unless otherwise approved by Contracting Agency, all personal service contracts shall contain a provision requiring the person or entity providing the service to obtain and maintain liability insurance coverage in at least Contracting Agency's tort liability limits, naming Contracting Agency as an additional named insured during the life of the contract.

(5) All personal service contracts shall contain all contract provisions mandated by State law. These provisions may be incorporated in the personal service contract by reference to State law, unless State law provides otherwise. Contracting Agency's Attorney's Office will prepare model contract provisions for use in Contracting Agency personal service contracts.

- (6) The following procedure shall be observed in the selection of personal service contractors:
- (a) For personal service contracts involving an anticipated fee of \$25,000 or less per annum, Contracting Agency may negotiate a contract for such services with any qualified contractor it selects.
 - (b) For personal service contracts involving an anticipated fee of more than \$25,000 per annum, Contracting Agency shall solicit at least three (3) prospective contractors who shall appear to have at least minimum qualifications for the proposed assignment, notify each prospective contractor in reasonable detail of the proposed assignment, and determine the prospective contractor's interest and ability to perform the proposed assignment.
 - (c) Contracting Agency may arrange for any or all interested prospective contractors to be interviewed for the assignment by an appropriate Contracting Agency employee or by an interview committee.
 - (d) Following a review of the qualifications and interview, where conducted, of the interested prospective contractors, Contracting Agency may select the prospective contractor, and shall prepare a personal service contract.
- (7) The above provisions regarding selection procedures do not apply to extensions, amendments, modifications or supplements to executed personal service contracts.
- (8) Criteria to be considered in the evaluation and selection of a personal service contractor may include, but is not limited to:
- (a) Total cost of services to Contracting Agency.
 - (b) Specialized experience in the type of work to be performed.
 - (c) Capacity and capability to perform the work, including any specialized services within the time limitations for the work.
 - (d) Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration, where applicable.
 - (e) Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable.
 - (f) Any other factors relevant to the particular contract.
- (9) The selection procedures described in this section may be waived by Contracting Agency, in its discretion, where an emergency exists that could not have been reasonably foreseen which requires such prompt execution of a contract to remedy the situation that there is not sufficient time to permit utilization of these selection procedures.
- (10) Contracting Agency or its designee is authorized to sign all personal service contracts, unless otherwise established by Contracting Agency policy.
- (11) Nothing contained in this section shall preclude Contracting Agency from complying with provisions of Federal or State law that require Contracting Agency to utilize a different selection or contracting procedure.

E-18 Liability Insurance Contracts

Contracts for insurance where either the annual or aggregate premium exceeds \$25,000 must be let using one of the following procedures:

- (1) Agent of Record: Contracting Agency may appoint a licensed insurance agent ("agent of record") to perform insurance services in connection with more than one insurance contract. Among the services to be provided is the securing of competitive proposals from insurance carriers for all coverages for which the agent of record is given responsibility.

(a) Prior to the selection of an agent of record, Contracting Agency shall make reasonable efforts to inform known insurance agents in the competitive market area that it is considering such a selection. Such efforts may include one or more of the following methods: direct mailed notice, publishing notice in a newspaper of general circulation, or posting notice on Contracting Agency's website. Any such notice shall generally describe the nature of the insurance that the Contracting Agency will require.

(b) Any appointment period shall not exceed five years. Agents may serve more than one appointment period. Agents must qualify for appointment prior to each period as if each appointment period were the first.

(c) In selecting an agent of record, Contracting Agency shall select the agent(s) most likely to perform the most cost-effective services.

(2) Specific Proposals for Insurance Contracts: Contracting Agency may solicit proposals from licensed insurance agents or licensed insurers for the purpose of acquiring specific insurance contracts subject to the following conditions:

(a) Contracting Agency shall make reasonable efforts to inform known insurance agents or insurers in the competitive market area of the subject matter of the contract, and to solicit proposals for providing the services required in connection with the contract. Such efforts may include one or more of the following methods: direct mailed notice, publishing notice in a newspaper of general circulation, or posting notice on Contracting Agency's website.

(b) Contracting Agency shall select an agent or insurer on the basis of the most competitive offer considering coverage, premium cost, and service to be provided.

RAPRD BOARD AGENDA COMMUNICATION

MEETING DATE: October 14, 2025

SUBJECT: Resolution #3-2025/26 – Establishing Purchasing Authority and Spending Limits for Executive Director

STAFF RESOURCE: Katie Hammer

ACTION PROPOSED: Motion to Approve Resolution #3 2025-26.

BACKGROUND:

Resolution #3-2025/26 delegates purchasing authority to the Executive Director of the Redmond Area Park and Recreation District (RAPRD), establishing clear spending limits and procedural expectations for District procurements. This resolution supports efficient day-to-day operations while maintaining fiscal oversight by the District Board.

- Resolution #2-2025/26 established RAPRD's Public Contracting Rules and defined the Executive Director as the District's "Contracting Agency".
- Resolution #3 ensures alignment with resolution #2.
- Resolution #3-2025/26 sets specific thresholds for contract execution and change orders.
- This delegation allows the Executive Director to manage routine procurements while maintaining Board review for higher-value contracts.

RECOMMENDED MOTION: I move to approve Resolution #3-2025/26 for Redmond Area Park and Recreation District.

REDMOND AREA PARK AND RECREATION DISTRICT
RESOLUTION # 3 – 2025/26

A RESOLUTION ESTABLISHING PURCHASING AUTHORITY AND SPENDING
LIMITS FOR REDMOND AREA PARK AND RECREATION DISTRICT
EXECUTIVE DIRECTOR

WHEREAS, the Redmond Area Park and Recreation District (District) has adopted Resolution # 2 – 2025/26 establishing Public Contracting Rules for the District; and

WHEREAS, Resolution # 2 – 2025/26 and the rules adopted thereunder define the term “Contracting Agency” as the chief administrative officer (Executive Director) and any person authorized by the District Board or Executive Director to conduct procurements on the District’s behalf; and

WHEREAS, the daily operations of the District require the Executive Director to initiate procurements and contract for goods, services, and public improvements in the most efficient manner; and

WHEREAS, it is in the District’s best interest for the Executive Director to handle procurements in an efficient and cost-effective manner, while retaining ultimate fiscal responsibility to the District Board; and

WHEREAS, the District Board, by this resolution, wishes to delegate some Contracting Agency authority to its Executive Director, and establish spending limits therefore.

NOW, THEREFORE, the Redmond Area Park and Recreation District Board of Directors resolves as follows:

Section 1. **Executive Director Authority.** The Executive Director, or the Executive Director’s designee, is authorized to:

A. Enter into District contracts and change orders in amounts not to exceed \$50,000 sequentially. Contracts and change orders over \$50,000 require additional authorization from the District Board.

B. Recommend that the District Board approve or disapprove contract awards or contract change orders and amendments in amounts over \$50,000.

Section 2. Procurement Procedures.

- A. District contracting shall be in accordance with the District's public contracting rules adopted by the District Board and applicable internal District purchasing policies.
- B. District staff shall plan purchase requirements sufficiently in advance so that orders are in economical quantities and can obtain all requisite approvals.
- C. District staff shall process requisition forms and negotiate purchases on the most favorable terms in accordance with state law and adopted District ordinances, rules, policies and procedures.

Section 3. **District Budget.** District staff shall operate within the Board's approved budget, or seek supplemental budgetary authority from the District Board, if needed.

Section 5. **Repeal.** All previously adopted Board action, including but not limited to resolutions, motions, orders, or policies, which establish signing or spending authority for the Executive Director are hereby repealed to the extent inconsistent with the Board's delegated authority adopted herein.

Section 6. **Effective Date.** This Policy shall take effect upon adoption.

ADOPTED BY THE REDMOND AREA PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS THIS 14th DAY OF October, 2025.

Mercedes Bostick-Cook, Board Chair

ATTEST:

Vicki Osbon, Recording Secretary

RAPRD BOARD AGENDA COMMUNICATION

MEETING DATE: October 14, 2025

SUBJECT: Resolution #4-2025/26 – Adoption of the 2025 Parks and Recreation Master Plan and Capital Improvement Program

STAFF RESOURCE: Katie Hammer

ACTION PROPOSED: Motion to Approve Resolution #4 2025-26.

BACKGROUND:

Resolution #4-2025/26 adopts the Redmond Area Park and Recreation District's (RAPRD) 2025 Parks and Recreation Master Plan and Capital Improvement Program. This plan establishes a long-term vision for the District's parks and recreation system, guiding future development, maintenance, and service delivery over the next ten years.

RECOMMENDED MOTION: I move to approve Resolution #4-2025/26 for Redmond Area Park and Recreation District.

REDMOND AREA PARK AND RECREATION DISTRICT
RESOLUTION # 4 – 2025/26

A RESOLUTION ADOPTING THE 2025 PARK AND RECREATION MASTER PLAN
AND CAPITAL IMPROVEMENT PROGRAM

WHEREAS, to meet community expectations for a high-quality park and recreation system a comprehensive long-term vision is necessary to identify goals and priorities for effectively and efficiently delivering services; and

WHEREAS, RAPRD has completed a year long process involving the community to create a comprehensive long-term vision and plan for parks and recreation; and

WHEREAS, the resulting plan is called the “RAPRD Parks and Recreation Master Plan” and establishes a ten-year approach for managing, maintain and developing the District’s parks and recreation system; and

WHEREAS, this plan is both long term and aspirational, adoption of the plan does not indicate approval of funding for all projects identified; and

NOW, THEREFORE, BE IT RESOLVED by the Redmond Area Park and Recreation District Board of Directors resolves as follows:

Section 1. The RAPRD Parks and Recreation Master Plan is adopted in the form attached as Exhibit A.

Section 2. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED BY THE REDMOND AREA PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS THIS 14th DAY OF October, 2025.

Mercedes Bostick-Cook, Board Chair

ATTEST:

Vicki Osbon, Recording Secretary

Parks & Recreation Master Plan





2025 Parks & Recreation Master Plan

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Message from the Director

Welcome to the 2025 RAPRD Parks and Recreation Master Plan

Dear Community Members,

The Redmond Area Park and Recreation District (RAPRD) has proudly served the residents of Redmond and the surrounding areas since 1975, providing enriching and accessible recreation opportunities. Over the years, RAPRD has become a cornerstone of community well-being, offering a wide range of programs, including youth sports, aquatics, fitness, and public events that foster connection, health, and joy.

As our community continues to grow, so must our vision for parks and recreation. This Parks and Recreation Master Plan represent a pivotal step forward in shaping the future of our community's outdoor spaces and recreational services. It will serve as a strategic guide for investments in parks, facilities, trails, open spaces, and programs over the next ten years.

Throughout the development of this plan, we gathered valuable input from community members through a variety of channels, including online surveys and in-person meetings. Built upon community feedback, operational data, and strategic analysis, the plan outlines key priorities for facility improvements, program expansion, and long-term sustainability.

Our goal is to ensure that every resident has access to meaningful recreation experiences, close to home. Whether it's a child's first soccer game, an adult's morning swim, or a family gathering in one of our parks, RAPRD is committed to creating spaces and programs that promote lifelong wellness and community pride.

Thank you for your continued support and engagement. Together, we are building a stronger, healthier, and more connected community.

Sincerely,

Katie Hammer, Executive Director
Redmond Area Park and Recreation District

Acknowledgements

District Board

Mercedes Cook-Bostick, Chairman

Kevin Scoggin, Vice-Chair

Lena Berry, Director

Katie Jalo, Director

David Rouse, Director

District Staff

Katie Hammer, Executive Director/Budget Officer

Mike Elam, Recreation Manager

Jessica Rowan, Aquatic Director

Vicki Osbon, Administrative Services Manager

Gary Davis, Parks Maintenance Supervisor

Consultant Team

Conservation Technix, Inc.

MacKay Sposito Public Involvement

Chapter 1

ACTIVE. THRIVING. ENGAGED.

Introduction

Plan Purpose

This Parks and Recreation Master Plan is intended to serve as the guiding recreation plan for the Redmond Area Park and Recreation District (RAPRD). The greater Redmond area and Deschutes County continues to grow and face development pressures, and this Plan aims to reflect current community interests and recreational opportunities.

This 2025 Parks and Recreation Master Plan (PRMP) creates a vision for a cooperative and inclusive park and recreation system that promotes outdoor recreation, health and conservation as integral elements of a thriving, livable Redmond area. The Plan will serve as a 'North Star' to guide the efforts of the District in providing high quality, community-driven parks and recreational opportunities through specific goals, recommendations and actions.

It is a document that will guide the elected RAPRD Board of Directors, management and staff when making

decisions or taking actions regarding planning, acquiring, developing or implementing parks, trails, open space or recreational facilities or programs. The Plan is intended to be updated periodically to remain current with the community's recreational interests.

District Overview

Redmond Area Park and Recreation District was incorporated on July 8, 1975 for the purpose of providing park and recreation facilities for the residents residing within the boundaries of the district. In Oregon, park and recreation districts are organized under Oregon Revised Statutes (ORS) chapter 266. This section of state statutes enables RAPRD to acquire, operate and maintain park and recreation facilities and to levy and collect taxes to fund the operations of the District.





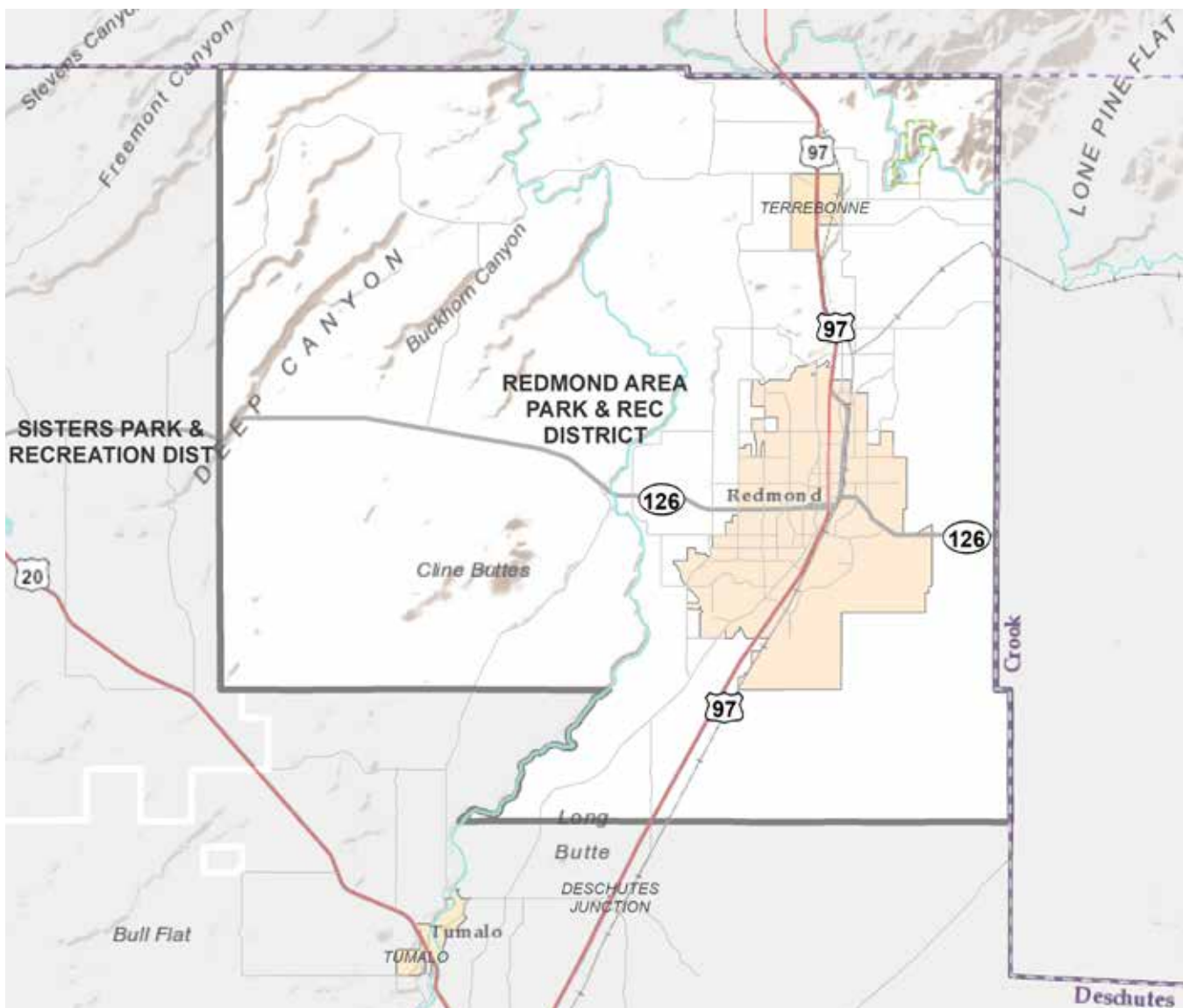
Currently, the District's facilities include the Cascade Swim Center, the Pleasant Ridge Community Hall, the High Desert Sports Complex, Borden Beck Wildlife Preserve, and undeveloped parks at Majestic Ridge in Redmond, Lake Park estates northeast of Redmond, and at Tetherow Crossing. The District offers a variety of recreation programs, including youth and adult sports, red cross classes, art classes, and swim lessons.

Opened in 1979, the Cascade Swim Center catered to a population of about 6,500 people in the recreation district. Now, the District boundaries are home to approximately 52,000 people, which has stretched the Cascade Swim Center in capacity with no room for growth in activities. In November 2022, local voters supported a \$49 million bond to fund a new community recreation center. Currently under construction, this new recreational facility sits on

ten acres at SW 35th Street and Lava Avenue in Redmond, and it will include a competitive pool, leisure pool, locker rooms, gymnasium, exercise facilities, group fitness rooms, special event spaces, offices and other administrative/support spaces, and more. This community center project is a crucial investment in the future of the community providing state-of-the-art facilities, modern amenities, and the ability for growth by adding programs and recreational opportunities.

District Boundaries

Situated in the northeastern corner of Deschutes County, RAPRD offers recreational programs for the greater Redmond, Oregon community, serving the communities of Redmond and Terrebonne.



District Services & Organization

As the Redmond area's primary provider of recreation classes and programs, RAPRD offers a variety of classes for all ages – ranging from sports leagues to art classes, summer camps, and many outdoor activities. Programming at the Cascade Swim Center includes lap swim, recreation swims, swim lessons, aqua wellness classes, youth swim team, masters swimming, and water polo.

RAPRD oversees park and open spaces within the district boundary, but most are outside of the city limits of Redmond. Most parks and trails that are inside the Redmond city boundary are under the care of the City of Redmond Parks Division. RAPRD operates a number of its recreational programming using the City of Redmond's park facilities.

The District is governed by an elected Board of Directors consisting of five individuals who live inside the district, and they are responsible for developing goals and setting policy.

RAPRD staff and the Board of Directors established core values and guiding principles statements. These statements, along with the updated mission and vision statement, are used to set priorities, direction, and expectations for the district staff. The core values and guiding principles statements are as follows:

Core Values:

- Customer Service
- Quality programs and facilities
- Safety
- Inclusive
- Diverse

Mission Statement:

RAPRD leads our community to health and well-being by providing fun, high-quality recreational experiences and activities for all.

Vision Statement:

RAPRD is valued as a partner and recognized as a key asset in our community, enhancing the quality of life with innovative and inclusive programs, facilities, parks, and open spaces.

The Board's Goals for 2025 were organized by short and longer term targets. Short term goals focused on implementing a fundraising plan; updating the organizational structure; reviewing and updating

policies; and exploring re-branding the District. Longer term goals included developing some RAPRD properties; improving community outreach; and stabilizing funding sources for the District. The completion of this Plan and the implementation of its capital improvements plan were also goals of the Board.

Plan Approach

This Parks and Recreation Master Plan analyzes the supply, demand, and need for public and recreation facilities and services under District ownership and/or management and within the District boundaries, exclusive of specific park and recreation needs defined for the City of Redmond. The inventories include a comprehensive assessment of current and upcoming facilities within the District. The development strategies proposed for RAPRD are the result of this analysis combined with public feedback and projected needs. Generally, the proposed strategies recommend focusing resources where park and recreation needs are most critical and where the efforts will be most effective. The Plan aims to provide a vision for the future of park and recreation services offered by the District. The major elements of the Plan include:

- Analysis of existing parks, open space, trail and recreation facilities,
- Analysis of local demographics and an assessment of the community's recreation needs,
- Recommendations related to recreation services and facilities,
- Recommendations for the acquisition and development of parks and trails, and
- Recommendations for implementation, project coordination and partnerships.

● ● ● ● ● ● ● ● ● ●

**"More programming for kids,
homeschool groups, educational
and nature based activities."**

- Survey respondent



Community Engagement Process

Several methods were used to engage the community, seek their input, and provide information about the Plan through convenient online and in-person activities. Public outreach methods included:

- Online community-wide survey
- Public open house meeting
- District Board meetings
- Multiple social media postings

Community Survey

A community-wide, online survey was conducted to assess the recreational needs and priorities of District residents. The survey was posted to the District's website and Facebook page on November 4, 2024. The survey was promoted multiple times on Facebook, with Facebook ads, flyers, and via email announcements to recreation program participants. The survey was closed on March 24, 2025, and data were compiled and reviewed. In all, 231 responses were collected.

Residents were asked about future improvements and the types of recreational programs they would like to see. Survey respondents were asked about:

- Performance and quality of programs and parks;
- Usage of RAPRD parks and recreation facilities;
- Overall satisfaction with the value of services being delivered by the District;
- Opinions about the need for various park, recreation, and trail improvements; and
- Priorities for future recreation amenities and offerings.

Highlights from the survey are noted below, and a more detailed discussion of results can be found in the needs assessment chapters covering recreation (Chapter 4) and outdoor recreation and parks (Chapter 5).

Major Survey Findings:

- Virtually all respondents (98%) feel that local parks, recreation opportunities are important or essential to the quality of life in the greater Redmond area.
- Respondents tend to visit RAPRD parks and facilities frequently, with more than one-third (36%) of respondents visiting at least once a week and another 24% visiting two or more times per month.

- Respondents visit local parks and recreation facilities for a variety of reasons, but the most popular reason is to take children to play (61%). Between one-third and half of respondents visit parks for exercise (47%), sports (41%), swimming (37%) or being in a natural setting (37%).
- A significant majority of respondents (61%) identified expanding or improving indoor facilities as important. Strong interest also was noted for improving sport fields and courts (46%), repairing worn amenities (43%), and offering or promoting more classes (40%).
- Regarding program choices, respondents expressed the greatest interest for expanding options for special events (53%), youth sports (50%), swim lessons (38%), teen programs (38%), adult fitness (37%).
- When it comes to recreation program costs, respondents expressed strong sentiments that RAPRD's programs are inexpensive or reasonably priced.
- When asked about the potential to explore providing a trail corridor along the Deschutes River, a majority of respondents were very interested (59%), and a strong majority (87%) were either very or somewhat interested.

The complete summary is provided in Appendix A.





In-Person Open House

The District hosted an in-person open house at the Redmond Library on Tuesday, May 6, 2025 from 5:00 - 6:30 p.m. Community members explored display boards featuring project information based on park and recreation topics relevant to RAPRD's services, which included recreation programming, The Hub Aquatics and Recreation, parks and open space, and trails. RAPRD staff and project team staff engaged with participants to identify general needs and interests for park and recreation services for the District. Using sticky notes, participants commented on potential projects and shared ideas by writing or drawing on a conceptual recreational trail system. Attendees also utilized dots to identify priority amenities and projects and contribute additional comments or ideas.

Open House Highlights:

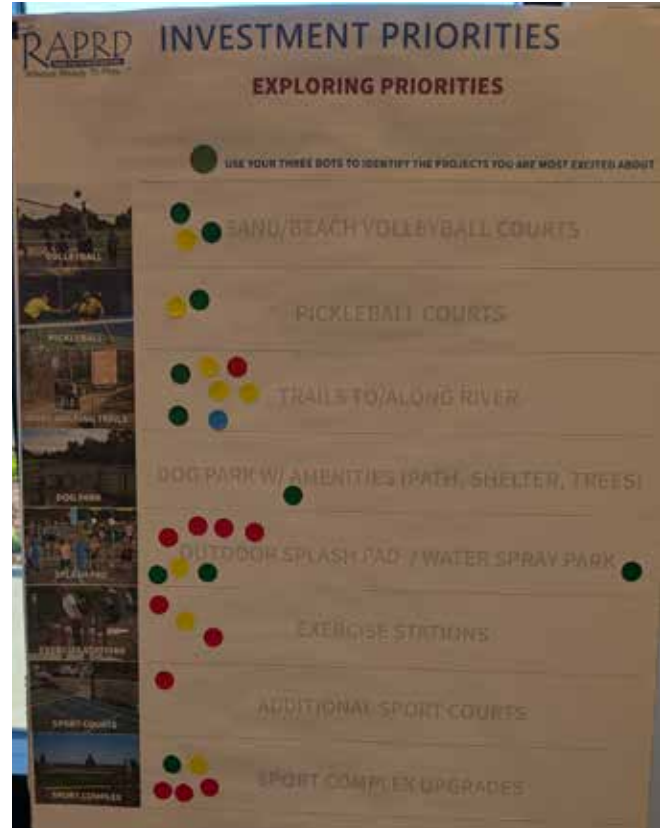
- Program areas with strong interest: swim lessons & aquatics; before/after school programs.
- Amenities of interest: outdoor splash pad; trails to/ along the Deschutes River; upgrades to the High Desert Sport Complex.
- Other feedback: provide better communication regarding who manages which property; collaborate with the City, Deschutes County, State Parks, etc. on future efforts.

Board Meetings

The RAPRD District Board provided feedback on the development of the Parks and Recreation Master Plan during three regularly scheduled public sessions. The first session occurred in October 2024 to review the project timeline and explore future opportunities and challenges. At subsequent sessions, the Board reviewed and commented on community survey results, project priorities, and strategies to implement improvement projects.

Other Outreach

In addition to the direct outreach opportunities described above, the greater Redmond community was informed about the planning process through a variety of media platforms. The District shared information about the project and provided opportunities to participate and offer their comments via social media postings on Facebook and the RAPRD website.



Guiding Documents

Existing RAPRD documents, past community plans and other relevant documents were reviewed for policy direction, goals and historical context as they relate to recreation facilities, programming, parks, open space, and trails across the District. These include the following:

- RAPRD budgets (prior four years)
- Redmond Recreation Center Feasibility Report
- Recreation Program & Facility Plan (2013 draft, not formally adopted)
- RAPRD Board of Directors Goals 2024-25
- RAPRD Activity Guides (prior three years)
- Tetherow Homestead Renovation Schematics
- City of Redmond Parks Master Plan (2024 draft)
- City of Redmond Transportation System Plan 2020
- Deschutes County Transportation System Plan (Feb 2024)
- Sisters Comprehensive Plan 2021
- 2026-2035 Oregon Trails Plan

Plan Contents

The remainder of this Parks and Recreation Master Plan is organized as follows:

- Chapter 2: Community Profile – provides an overview of the District and its demographics.
- Chapter 3: Classifications & Inventory – describes the inventory and classifications for the existing park system.
- Chapter 4: Recreation Programming – describes community feedback, trends, local needs and potential improvements for recreation services, facilities and activities.
- Chapters 5: Parks & Open Space – describes community feedback, trends, local needs and potential improvements for parks, open space and trails.
- Chapter 6: Goals & Objectives – provides a policy framework for the park and recreation system grouped by major program area.
- Chapter 7: Projects & Implementation – describes a range of strategies to consider in the implementation of the Plan and details a 10-year program for addressing park and facility enhancement or expansion projects.
- Appendices: Provides technical or supporting information to the planning effort and includes a summary of the community survey, stakeholder notes, funding options, among others.

Chapter 2

DISTRICT PROFILE

THIS CHAPTER OFFERS A BRIEF OVERVIEW OF THE DEMOGRAPHICS FOR THE COMMUNITIES WITHIN THE DISTRICT BOUNDARIES.



Saving One of Redmond's Historic Treasures

The Tetherow house was built in 1878 or 1879 and is believed to be the oldest standing house in Deschutes County. The property was used as a home, inn, campsite, store, farm, ranch, orchard, garden, dairy, blacksmith, and brewery. The property also served as a store and stopping point (or way station) from 1879 to 1898. The site served as one of only three Deschutes River crossings during the settlement days of Central Oregon.

Source: www.raprdblog.org/

Community Profile

The Redmond Area Park & Recreation District (RAPRD) serves a community of approximately 52,000 residents in the Redmond area of Central Oregon. The population within the District is growing rapidly, driven largely by the City of Redmond – now one of Oregon's fastest-growing cities. The area is popular with families with children as well as older adults, underscoring the need for recreational options that serve people of all ages. The District is also home to residents of a wide range of abilities, incomes, and cultural backgrounds. As the District plans for its future, it will need to consider how to accommodate the recreational needs of its diverse and rapidly growing community.

Location

The Redmond Area Park & Recreation District (RAPRD) encompasses parts of Deschutes County in central Oregon. It stretches from unincorporated community of Terrebonne and Smith Rock State Park along U.S. Route 97 to south of the City of Redmond. The Deschutes River flows northward through the center of the District and a portion of the Crooked River is within the northeastern corner of the District. The District is centered east-west along State Highway 126, encompassing rural residential areas, agricultural and range lands, and open spaces. The District's geography showcases Central Oregon's high desert environment, characterized by juniper trees, sagebrush, ponderosa pines, and volcanic rock formations.



History

The area served by the Redmond Area Park & Recreation District was originally home to Native American tribes, including the Warm Springs and Northern Paiute peoples, who lived semi-nomadically and utilized the high desert's abundant resources for hunting, fishing, and gathering. The Deschutes River served as a vital source of food and a natural corridor for travel. Conflicts with white settlers, including the Snake War, devastated the Northern Paiute population and left a profound impact on the tribe and the region's history.

The late 19th century brought a wave of settlers drawn by the Homestead Act and the promise of fertile farmland. Terrebonne, with its name

meaning "good earth" in French, emerged as an agricultural community capitalizing on the area's irrigation projects, which transformed arid sagebrush plains into productive farmland. To the south, Redmond officially incorporated in 1910, benefiting from its strategic location along the Oregon Trunk Railroad. The railroad not only connected Redmond to larger markets but also spurred the growth of commerce and industry, positioning it as a central hub for the surrounding farming and ranching communities.

During the 20th century, Redmond's role expanded with the construction of Roberts Field, which began as an Army Air Corps training base during World War II. After the war, the airport transitioned to civilian

use and became a cornerstone of regional connectivity, fostering economic growth and development.

Today, the area served by the Redmond Area Park & Recreation District reflects a blend of its agricultural roots mixed with recent residential and urban development. Redmond has grown rapidly into a thriving city with a diverse economy, while Terrebonne retains its rural charm, with both serving as gateways to outdoor recreation. Iconic landmarks like Smith Rock State Park near Terrebonne and the scenic Deschutes River attract visitors from around the world and serve as hubs for community and tourism.

Demographics

The Redmond Area Park & Recreation District (RAPRD) serves a rapidly growing community of over 52,000 urban and rural residents. The District serves a population spanning all life stages, from young families to an increasing number of older adults, as well as a growing Hispanic and Latino community.

Figure 1. Population Characteristics: RAPRD, Redmond, Deschutes County, and Oregon ^{1,2}

Demographics	RAPRD	Redmond	Deschutes County	Oregon
Population Characteristics				
Population (2022) ^{3,4}	50,820	37,566	207,561	4,281,851
Population (2020)	46,430	33,274	198,253	4,233,358
Population (2010)	32,820	26,215	157,733	3,831,074
Percent Change (2000-23)	42.0%	27.0%	26.0%	11.0%
Persons with Disabilities (%)	N/A	14.7%	12.0%	14.9%
Household Characteristics				
Households	18,064	13,025	81,481	1,680,800
Percent with children	29.3%	30.9%	27.0%	27.7%
Average Household Size	2.33	2.61	2.43	2.46
Average Family Size	N/A	3.14	2.88	3.00
Owner Occupancy Rate	91.0%	64.2%	69.7%	63.2%
Median Household Income	N/A	\$72,798	\$82,042	\$76,732
Age Groups				
Median Age	N/A	36.4	42.6	39.9
Population < 5 years of age	5.5%	5.9%	4.8%	5.1%
Population < 18 years of age	72.9%	22.8%	19.4%	20.2%
Population 18 - 64 years of age		60.8%	60.1%	61.5%
Population > 65 years of age	21.5%	16.4%	20.5%	18.3%

Sources:

*1 Unless otherwise noted, Redmond Area Park and Recreation District (RAPRD) estimates, where available, are from the 2010 (population estimate only) and 2020 Decennial Census, computed at the Census block level (data provided by IPUMS NHGIS, University of Minnesota, www.nhgis.org, accessed December 2024).

*2 Unless otherwise noted, estimates for Redmond, Deschutes County, and Oregon from the U.S. Census Bureau, Decennial Census. All other estimates from the U.S. Census Bureau, American Community Survey, 2022, 5-year estimates.

*3 2022 population estimate for the Redmond Area Park and Recreation District (RAPRD) computed based 2020 Decennial Census data, calculated at the Census block level (provided by IPUMS NHGIS, University of Minnesota, www.nhgis.org, accessed December 2024) and inflated based on estimates for the City of Redmond and unincorporated areas of Deschutes County provided by the Population Research Center.

*4 2022 population estimate for Redmond, Deschutes County, and Oregon prepared by the Portland State Population Research Center and available in the "2022 Annual Oregon Population Report Tables" (<https://www.pdx.edu/population-research/>, accessed December 2024).

Embracing Growth

The area served by the Redmond Area Park & Recreation District has experienced significant growth since the district’s formation in 1975, when it served roughly 6,000 residents. The District now serves approximately 52,000 residents (18,064 households), nearly three-quarters of whom reside within the City of Redmond.

Much of the District’s growth has occurred since 1990, largely driven by rapid growth in the City of Redmond. Redmond, which is now one of the fastest growing cities in the state, grew from about 7,000 residents in 1990 to over 33,000 in 2020. This growth has been by driven in part by local investments in transportation and parks, downtown redevelopment, and by economic shifts that have broadened local employment opportunities in the manufacturing, health care, and education sectors.

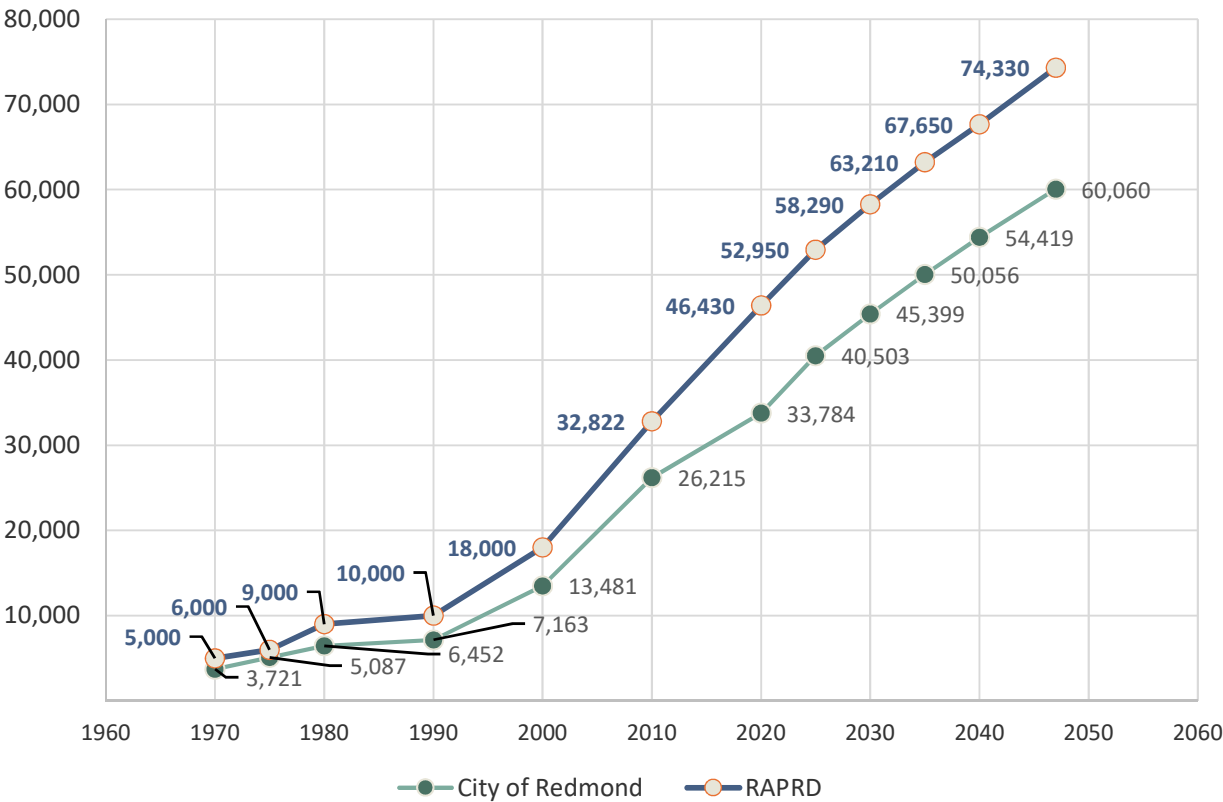
Central Oregon has become a more desirable place to live. As nearby Bend experiences rapid

growth and rising housing costs, Redmond has emerged as an attractive alternative, offering a combination of affordability, scenic beauty, abundant opportunities for outdoor recreation, and convenient transportation connections.

Areas in the District outside of the City of Redmond have also contributed to the District’s growth. The population of the community of Terrebonne has grown modestly over the past thirty years, increasing from 1,143 residents in 1990 to 1,393 residents in 2020.

Based on growth projections from Portland State’s Population Research Center, the District is likely to serve approximately 63,000 residents in 2035 and nearly 75,000 residents by 2047 ⁵, a 60% increase over its 2020 population – see Figure 2. The area’s growth poses critical considerations for the District’s park and recreation facilities and programs. As the population expands, existing facilities will need to be assessed for their capacity to meet future needs effectively.

Figure 2. Population Growth – Estimated and Projected: 1970 – 2047 ⁶



Sources

- 5 Population forecasts for the Redmond Area Park and Recreation District is based on 2020 population estimate inflated per growth forecasts for the City of Redmond and unincorporated Deschutes County as prepared by Portland State University’s Center for Population Research, 2022, available at: <https://www.pdx.edu/population-research/population-forecasts> and accessed in December 2024.
- 6 2010 and 2020 population estimates for the Redmond Area Park and Recreation District are based on Decennial Census data, computed at the Census block level. Block level data provided by IPUMS NHGIS, University of Minnesota, www.nhgis.org, accessed December 2024.

A Family & Retiree-Friendly Community

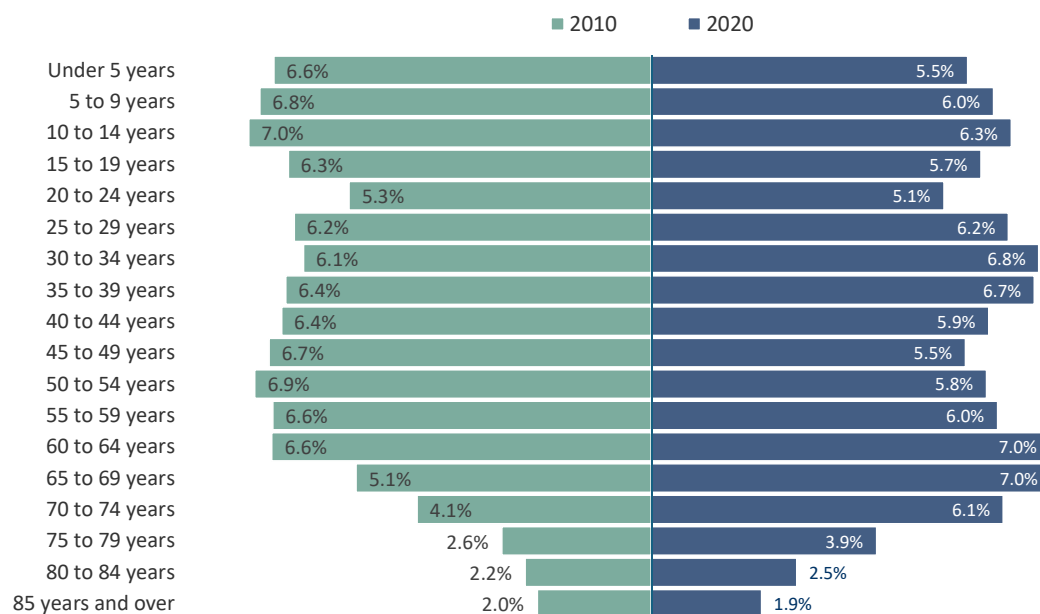
The area served by the Redmond Area Park & Recreation District appeals to families as well as older adults. Nearly one third of the District's households include children under the age of 18 and children and young adults make up about 30% of the its population. However, between 2010 and 2020, the District saw a decline in younger residents, particularly those under 25, and an increase in the percentage of residents over the age of 60, see Figure 3.

Nearly one in three residents served by the Redmond Area Park & Recreation District are under the age of 25 – these younger residents have distinct recreational interests and needs. Approximately 6% of the population are children under 5 years old, who primarily benefit from toddler and preschool-focused programs. These young residents often use trails and open spaces in strollers, accompanying their families, and represent future participants in youth recreational activities. Children aged 5 to 14 years, comprising about 12% of the population, are active participants in youth programs, sports, and recreational opportunities designed for school-aged children. Meanwhile, teens and young adults aged 15 to 24, who make up 11% of the District's residents, are transitioning from youth to adult programs. They engage in teen-focused and young adult activities where available, while many also seek seasonal employment opportunities.

Nearly half of the District's population are between the ages of 25 and 64, representing a wide range of recreational needs. Adults aged 25 to 34 years, approximately 13% of residents, often participate in adult programs while entering long-term relationships, starting families, or balancing early career stages. Since 31% of households in Redmond include children, residents in this demographic are also likely to support youth-focused activities. Residents between the ages of 35 to 54 years make up 27% of the population and are significant users of park facilities and adult programs. This group spans from parents of young children to empty nesters, requiring a variety of recreational options to suit their evolving lifestyles.

Older adults aged 55 and above represent another 35% of the District's population, with varied recreational needs and preferences. This group includes working adults and those who are approaching or enjoying retirement, who may participate in general-adult or senior-focused programs. Their activities range from spending time with grandchildren to engaging in healthy and active lifestyles. However, the group also includes individuals with more limited physical activity levels, necessitating diverse program offerings and facilities that cater to varying levels of mobility.

Figure 3. Age Group Distributions: 2010 & 2020 ⁷



Increasing Racial & Language Diversity

The area served by RAPRD, like much of Central Oregon, has historically had a less diverse population compared to urban cities in the state. However, the District is becoming more diverse over time, especially in the communities of Redmond and Terrebonne. As it plans for future park and recreational opportunities, the District should consider how to best meet the recreational needs of all community members.

As of 2020, a large majority of District’s population identified as White (83.5%). However, the District is seeing an increase in the percentage of community members who identify as Hispanic or Latino, with most identifying as Mexican. These residents make up approximately 12% of District residents and 15% and 24% of the population of Redmond and Terrebonne, respectively. Fourteen percent of District residents identify as either two or more races or some other race not listed on U.S. Census forms, see Figure 4. In general, people of color are less likely to use parks and recreation programs as compared to White residents, often because they tend to have access to fewer and lower quality park and recreational opportunities.⁸

Residents who speak languages other than English may face barriers in finding, accessing, and participating in park and recreation facilities and programs. About 12% of Redmond residents and 20% of Terrebonne residents speak a language other than English at home (predominantly Spanish), with about 5% speaking English “less than very well”.

Figure 4. Changes in Racial Identification - 2010 to 2020⁹

Racial Identification	2010	2020
White	91.0%	83.5%
Two or more races	2.6%	9.2%
Some other race	4.0%	4.6%
American Indian and Alaska Native	1.1%	1.1%
Asian	0.7%	1.0%
Black or African American	0.3%	0.5%
Native Hawaiian and Other Pacific Islander	0.2%	0.1%
Hispanic or Latino (of any race)	9.7%	11.6%

Sources

7 2010 and 2020 estimates based on Decennial Census data, computed at the Census block level. Block level data provided by IPUMS NHGIS, University of Minnesota, www.nhgis.org, accessed December 2024.

8 Casper, J., Lee, K.J., and Floyd, M. “Racial and Ethnic Diversity and Inclusion Efforts of Public Park and Recreation Agencies”. The Journal of Park and Recreation Administration, Vol. 38, No 1 (2020).

9 2010 and 2020 estimates based on Decennial Census data, computed at the Census block level. Block level data provided by IPUMS NHGIS, University of Minnesota, www.nhgis.org, accessed December 2024.

10 U.S. Census Bureau, American Community Survey, 5-year estimates, 2018-2023.

A Varied Local Economy¹⁰

The economy of the area served by the RAPRD is anchored by the educational and healthcare sectors, which employ about a quarter of the local workforce. Retail, construction, and professional services also play significant roles, with each accounting for 10% to 15% of jobs in the area. Key employers include government agencies, educational institutions, healthcare providers, the residential construction industry, and businesses tied to tourism and hospitality. Notably, Smith Rock State Park and the resorts of Eagle Creek and Juniper Ridge are all located within the RAPRD and are major local tourist destinations.

While employment data for the entire District was not readily available, approximately 55-60% of adults in the City of Redmond and community of Terrebonne are employed. Unemployment rates vary, ranging from approximately 4.8% in Redmond to 18.7% in Terrebonne. One-third of Redmond’s residents and 39% of Terrebonne’s residents are no longer in the labor force.

A community’s level of household income can impact the types of recreational services prioritized by community members as well as their willingness and ability to pay for recreational services. Median income levels vary across the District, ranging from approximately \$79,800 in Redmond to \$102,000 in Terrebonne, compared to an average of about \$80,400 across Deschutes County.

Higher income households have an increased ability and willingness to pay for recreation and leisure services and often face fewer barriers to participation. Approximately 36% of Redmond households and 52% of Terrebonne households have household incomes in the higher income brackets (\$100,000 and greater), compared to the county average of 40%.

Lower-income residents can face barriers to physical activity including poor access to parks and recreational facilities, a lack of transportation options, a lack of time, and poor health. Lower-income residents may also be less able financially able to afford recreational service fees or to pay for services, like childcare, that can make physical

activity possible. In Redmond, 11% of households earn less than \$25,000 annually and 7% of local families live below the poverty level (\$27,750 for a family of four), slightly higher than county rates. Poverty affects 14% of youth under 18 and 9% of adults. In Terrebonne, 25% of households earn less than \$25,000 per year.

Education attainment is positively correlated with both the income and health status of a community, meaning that when residents are better educated, they are more likely to have higher incomes and improved overall health. Residents within the RAPRD are lower, on average, than those across Deschutes County. In Redmond, 91% of residents have a high school degree and 29% have a Bachelor's degree or higher, rates lower than county averages (95% and 43%, respectively). Graduation rates are lower in Terrebonne, where 87% of residents have a high school degree and 22% have a Bachelor's degree or higher.¹¹

A Community of Active Residents

The overall health of a community significantly influences its residents' participation in recreational and physical activities. Accessible and convenient green spaces, recreational facilities, and active transportation options are crucial for promoting an active lifestyle. While specific health data for District residents is not readily available, the 2024 County Health Rankings highlight that Deschutes County performs well in health outcomes compared to other counties in Oregon.¹² It excels in areas like length of life and quality of life, indicating that residents generally experience longer, healthier lives than those in many other regions. Deschutes County residents benefit from strong social and economic foundations, such as high levels of education and employment, and local opportunities for physical activity, which contribute to overall well-being.

Nearly all (93%) of Deschutes County residents have access to adequate physical activity opportunities, surpassing the Oregon state average of 88%. This reflects the county's abundance of parks, trails,

community centers, gyms, and other facilities that encourage active living. As the community continues to prioritize health and well-being, fostering a supportive environment with accessible recreational opportunities is crucial in maintaining the good relative health of District residents.

In terms of physical activity, approximately 17% of Deschutes County adults aged 20 and older report no leisure-time physical activity, a figure lower than the statewide average of 20% and the national average of 23%.

Age, mobility, and physical ability can play a role in whether residents participate in recreational activities. Overall, one in ten Redmond residents recently reported that their participation in local parks & recreation is diminished due to age, physical limitations, or accessibility barriers. And while detailed data on accessibility needs across the District is not available, approximately 15% Redmond's population (about 5,000 people) and 19% of Terrebonne's population (280 people) have a disability that interferes with life activities. This is on par with county and state averages (14-15% each). Approximately 5% of youth under 18 years of age, 12% of adults 18 to 64, and 39% of residents over age 65 live with a disability.

The Redmond Area Park & Recreation District should consider community needs to create inclusive and accessible parks, facilities, programs, and communications, enabling everyone to participate in recreation activities. Maintaining a park system that caters to residents of all abilities is also essential for complying with the Americans with Disabilities Act (ADA).

Sources

- 11 U.S. Census Bureau, 2023.
- 12 Data on the health status of Deschutes County and Oregon State residents taken from: University of Wisconsin Population Health Institute. "Oregon Rankings Data". County Health Rankings. Available at <https://www.countyhealthrankings.org/app/oregon/2024/rankings/deschutes/county/outcomes/overall/snapshot>. Accessed August 2024.
- 13 City of Redmond. "Redmond Citywide Parks Master Plan – Community Survey Summary Results". Available at <https://www.redmondoregon.gov/home/showpublisheddocument/26323/638714314824130000>. Accessed December 2024.
- 14 U.S. Census Bureau, 2022.

BENEFITS OF PARKS, RECREATION & OPEN SPACE

A number of organizations and non-profits have documented the overall health and wellness benefits provided by parks, open space and trails. The Trust for Public Land published a report called *The Benefits of Parks: Why America Needs More City Parks and Open Space*. This report makes the following observations about the health, economic, environmental and social benefits of parks and open space:

- Physical activity increases with access to parks.
- Contact with the natural world improves physical and physiological health.
- Value is added to community and economic development sustainability.
- Benefits of tourism are enhanced.
- Trees are effective in improving air quality and assisting with stormwater control.



Physical Activity Benefits

Residents in communities with increased access to parks, recreation, natural areas and trails have more opportunities for physical activity, both through recreation and active transportation. By participating in physical activity, residents can reduce their risk of being or becoming overweight or obese, decrease their likelihood of suffering from chronic diseases, such as heart disease and type-2 diabetes, and improve their levels of stress and anxiety. Nearby access to parks has been shown to increase levels of physical activity. According to studies cited in a 2010 report by the National Park and Recreation Association, the majority of people of all ages who visit parks are physically active during their visit. Also, the Centers for Disease Control and Prevention (CDC) reports that greater access to parks leads to 25% more people exercising three or more days per week.



Community Benefits

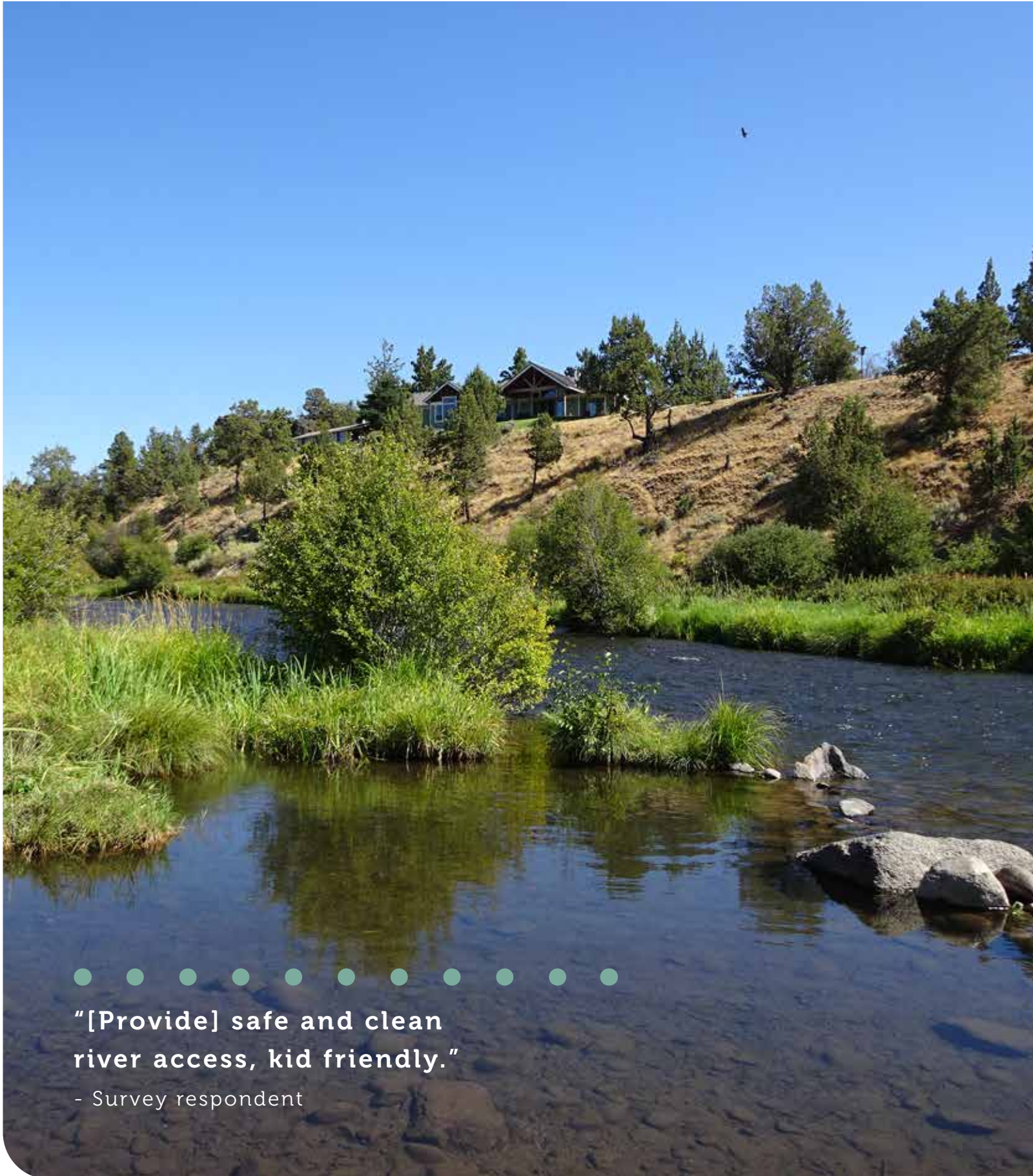
Park and recreation facilities provide opportunities to engage with family, friends, and neighbors, thereby increasing social capital and community cohesion, which can improve residents' mental health and overall well-being. People who feel that they are connected to their community and those who participate in recreational, community and other activities are more likely to have better mental and physical health and to live longer lives. Access to parks and recreational facilities has also been linked to reductions in crime, particularly juvenile delinquency.



Economic Benefits

Parks and recreation facilities can bring positive economic impacts through increased property values, increased attractiveness for businesses and workers (quality of life), and through direct increases in employment opportunities.

In Oregon, outdoor recreation generates \$8.3 billion in consumer spending, creates 73,900 direct jobs and results in \$4.4 billion in outdoor recreation wages. According to the 2023 Outdoor Recreation Satellite Account published by the Outdoor Industry Association, outdoor recreation can grow jobs and drive the economy through management and investment in parks, waters and trails as an interconnected system designed to sustain economic dividends for citizens.



**"[Provide] safe and clean
river access, kid friendly."**

- Survey respondent

Chapter 3

CLASSIFICATIONS & INVENTORY

THIS CHAPTER DESCRIBES THE PARK CLASSIFICATION SYSTEM AND PROVIDES AN OVERVIEW OF THE PARKS AND OPEN SPACES WITHIN THE DISTRICT.

Classifications

Parkland is classified to assist in planning for the community's recreational needs. The classifications also reflect standards that inform the District's development decisions during site planning, in addition to operations and maintenance expectations for the level of developed facilities or natural lands. The RAPRD park system is composed of various park types, each offering recreational opportunities and natural environmental functions. Collectively, the park system is intended to serve a broad range of community recreational needs.

Classifying parkland by function allows the District to evaluate its needs and to plan for an efficient, cost effective, and usable park system that minimizes conflicts between park users and adjacent uses. Several factors are considered when classifying parks:

- Specific community or service area needs;
- Suitability of a site for a particular use;
- Cost and effort of development;
- Possibility for public-private partnerships; and
- Operating and maintenance costs.

Each park classification defines the site's function, expected/typical amenities, and recreational uses. The classification characteristics serve as general guidelines addressing the size and use of each park type. The following three classifications are used in RAPRD's park system:

- Community Parks
- Nature Parks
- Neighborhood Parks
- Special Use Facilities
- Trails / Linear Parks

COMMUNITY PARKS



Community parks are larger parks, typically between 20 and 60 acres, with more intense and active developed recreation facilities, such as sports courts and fields. Community parks can accommodate large numbers of people and provide walking trails, playgrounds, picnicking, and shelters. As a result, these parks require more support facilities, such as off-street parking and restrooms.

Typical Amenities

Passive Recreation

- ☒ Seating
- ☒ Casual Use Spaces
- ☒ Internal Walking Trails
- ☒ Water Access
- ☒ Community Gardens
- ☒ Unique Landscape Features
- ☒ Natural Spaces

Active Recreation

- ☒ Creative Play Attractions
- ☒ Playgrounds
- ☒ Biking Trails
- ☒ Outdoor Fitness / Exercise Facilities
- ☒ Rectangular Fields
- ☒ Diamond Fields
- ☒ Basketball Courts
- ☒ Tennis / Pickleball Courts
- ☒ Volleyball Courts
- ☒ Water Play

Facilities

- ☒ Individual Picnic / Sitting Areas
- ☒ Group Picnic Areas
- ☒ Park Shelters
- ☒ Skateparks / Bike Skills
- ☒ Splash Pads / Spray Parks
- ☒ Outdoor Event Spaces
- ☒ Off-leash Areas
- ☒ Restrooms
- ☒ Parking

Size

- 20 to 60 acres

Existing Facilities

- High Desert Sports Complex

NATURE PARKS



Size

- Unique to each site

Existing Facilities

- Borden Beck Wildlife Preserve
- Tetherow Crossing Park

Nature parks are managed for both their natural, ecological value and for light-impact recreational use. These areas can range in size from one to hundreds of acres, and may include wildlands, wildlife habitats, or river corridors. Nature parks provide opportunities for nature-based recreation, such as bird-watching, fishing and environmental education. Natural areas also provide opportunities for active recreation such as walking and running, bicycle riding, and hiking. These lands may also preserve or protect environmentally sensitive areas, such as endangered animal habitat and native plant communities.

Typical Amenities

Passive Recreation

- ☒ Seating
- ☒ Casual Use Spaces
- ☒ Internal Walking Trails
- ☒ Water Access
- ☒ Community Gardens
- ☒ Unique Landscape Features
- ☒ Natural Spaces

Active Recreation

- ☒ Creative Play Attractions
- ☐ Playgrounds
- ☒ Biking Trails
- ☐ Outdoor Fitness / Exercise Facilities
- ☐ Rectangular Fields
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- ☐ Water Play

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- ☒ Individual Picnic / Sitting Areas
- ☒ Group Picnic Areas
- ☒ Park Shelters
- ☐ Skateparks / Bike Skills
- ☐ Splash Pads / Spray Parks
- ☐ Outdoor Event Spaces
- ☐ Off-leash Areas
- ☒ Restrooms
- ☒ Parking

NEIGHBORHOOD PARKS



While not a significant focus for the District or where the District holds many sites suitable to function in this park classification, a neighborhood park is typically 0.5 to 5 acres in size, depending on a variety of factors including neighborhood need, physical location, and opportunity. Neighborhood parks are intended to serve residential areas within close proximity. Neighborhood parks should be located along road frontages to improve visual access and community awareness of the sites. These parks can offer both active and passive recreation on a limited scale, but they are used primarily for unstructured recreational activities. Amenities may include playgrounds, picnic areas, small facilities for active recreation, open lawn areas, and gathering spaces. Support facilities may include restrooms and off-street parking.

Typical Amenities

Passive Recreation

- ☒ Seating
- ☒ Casual Use Spaces
- ☒ Internal Walking Trails
- ☐ Water Access
- ☒ Community Gardens
- ☒ Unique Landscape Features
- ☒ Natural Spaces

Active Recreation

- ☐ Creative Play Attractions
- ☒ Playgrounds
- ☐ Biking Trails
- ☒ Outdoor Fitness / Exercise Facilities
- ☐ Rectangular Fields
- ☐ Diamond Fields
- ☒ Basketball Courts
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- ☒ Volleyball Courts
- ☐ Water Play

Facilities

- ☒ Individual Picnic / Sitting Areas
- ☒ Group Picnic Areas
- ☒ Park Shelters
- ☐ Skateparks / Bike Skills
- ☐ Splash Pads / Spray Parks
- ☐ Outdoor Event Spaces
- ☐ Off-leash Areas
- ☐ Restrooms
- ☐ Parking

Size

- 1 to 5 acres

Existing Facilities

- None developed

Future Facilities

- NE Walnut Drive – East
- NE Walnut Drive – West

SPECIAL USE FACILITIES



Special use areas are sites that are occupied by a specialized facility or that fulfill a specialized purpose. Some uses that fall into this park type include recreation or aquatic centers, historic sites, botanical gardens, community gardens, single purpose sites used for a particular sport, or other sites that offer unique recreation opportunities.

Typical Amenities

Passive Recreation

- ☒ Seating
- ☒ Casual Use Spaces
- ☒ Internal Walking Trails
- ☒ Water Access
- ☒ Community Gardens
- ☐ Unique Landscape Features
- ☐ Natural Spaces

Active Recreation

- ☒ Creative Play Attractions
- ☒ Playgrounds
- ☐ Biking Trails
- ☒ Outdoor Fitness / Exercise Facilities
- ☒ Rectangular Fields
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- ☒ Basketball Courts
- ☒ Tennis / Pickleball Courts
- ☒ Volleyball Courts
- ☒ Water Play

Facilities

- ☒ Individual Picnic / Sitting Areas
- ☒ Group Picnic Areas
- ☒ Park Shelters
- ☒ Skateparks / Bike Skills
- ☒ Splash Pads / Spray Parks
- ☒ Outdoor Event Spaces
- ☒ Off-leash Areas
- ☒ Restrooms
- ☒ Parking

Size

- Unique to each site

Existing Facilities

- Cascade Swim Center
- Pleasant Ridge Community Hall

Future Facilities

- The Hub Aquatic and Recreation Center

TRAILS / LINEAR PARKS



The purpose of trails/linear parks is to provide safe and readily accessible connections between neighborhoods, local parks, and centers of local importance to encourage walking, jogging, bicycling, and other forms of non-motorized recreational travel. Trail development may coincide with the installation of sidewalks in some locations where there is a logical connection between activity centers or there is a need to place pedestrian walkways adjacent to local streets. Trails/linear parks help people of all ages incorporate exercise into their daily routines by connecting them with places they want or need to go.

Size

- Unique to each site

Existing Facilities

- Majestic Ridge Open Space

Typical Amenities

Passive Recreation

- ☒ Seating
- ☐ Casual Use Spaces
- ☒ Internal Walking Trails
- ☒ Water Access
- ☐ Community Gardens
- ☒ Unique Landscape Features
- ☒ Natural Spaces

Active Recreation

- ☒ Creative Play Attractions
- ☐ Playgrounds
- ☒ Biking Trails
- ☒ Outdoor Fitness / Exercise Facilities
- ☐ Rectangular Fields
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- ☐ Water Play

Facilities

- ☒ Individual Picnic / Sitting Areas
- ☐ Group Picnic Areas
- ☐ Park Shelters
- ☐ Skateparks / Bike Skills
- ☐ Splash Pads / Spray Parks
- ☐ Outdoor Event Spaces
- ☐ Off-leash Areas
- ☒ Restrooms
- ☒ Parking

Park System Inventory

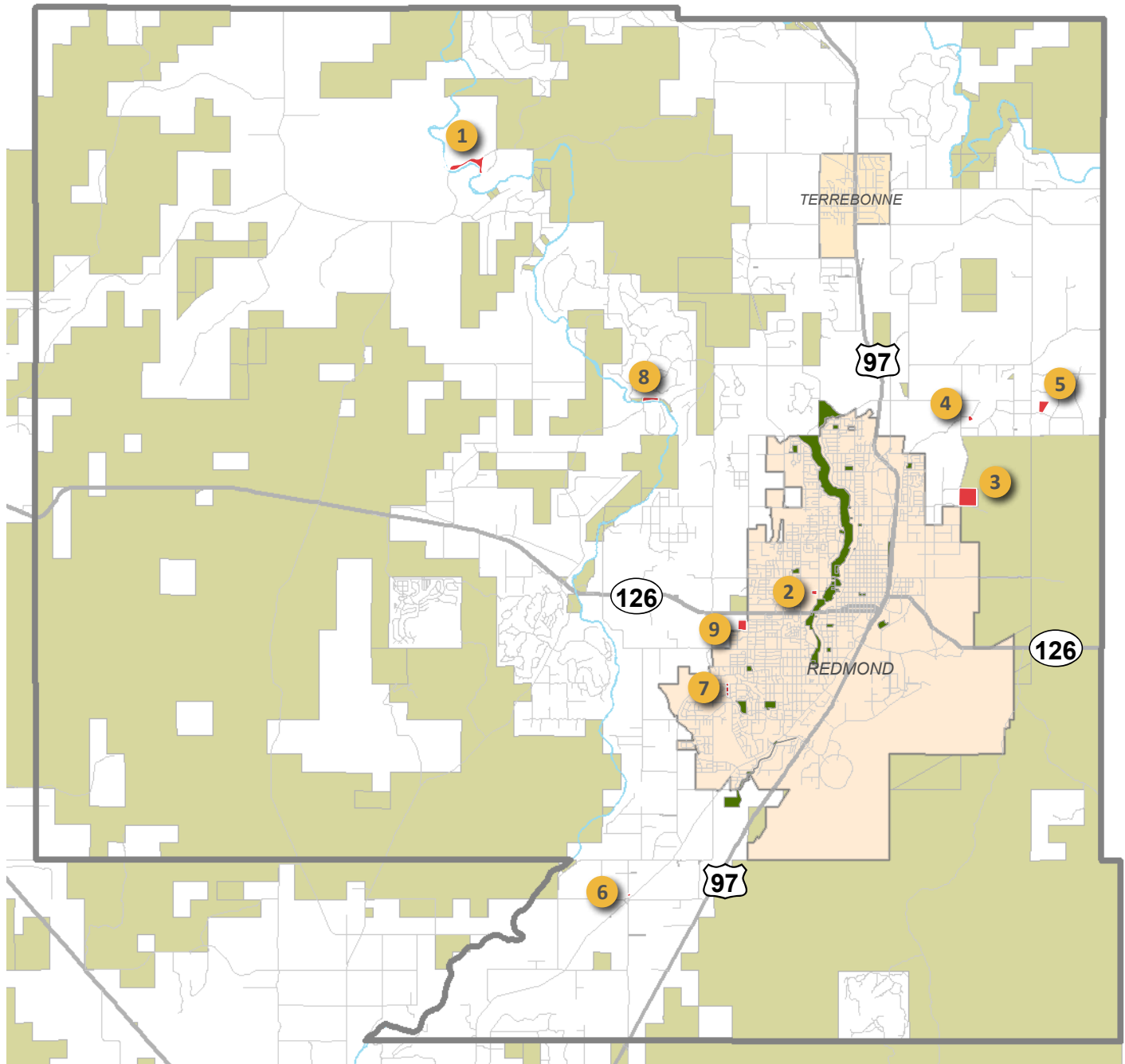
The park inventory identifies the recreational assets under the management of RAPRD. The District provides 103 acres of public parkland and recreation facilities distributed among nine parks, facilities and natural areas.

Figure 5. RAPRD Park System Inventory

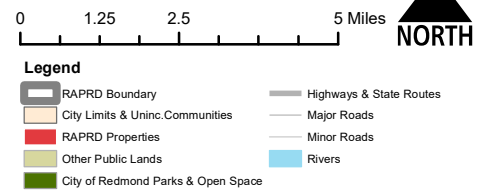
SITE NAME	ACRES	ADDRESS	TAXLOT
Borden Beck Wildlife Preserve	23.22	9950 NW Lower Bridge Way	1412000001800
Cascade Swim Center	2.59	465 SW Rimrock Dr	Ptn RSD site
High Desert Sports Complex	39.79	1859 NE Maple Ave	1513000000123
NE Walnut Drive - East (near NE 40th St)	10.78	39xx NE Walnut Dr (no site address)	141336C000800
NE Walnut Drive - West	2.52	1956 NE Walnut Dr	141335C000800
Pleasant Ridge Community Hall	1.02	7067 SW Canal Blvd	161201C000099
SW 39th St (Majestic Ridge)	0.91	SW 39th St (Majestic Ridge)	151319DB00100
SW 39th St (Majestic Ridge)	1.69	SW 39th St (Majestic Ridge)	151319DB04600
SW 39th St (Majestic Ridge)	1.07	SW 39th St (Majestic Ridge)	151319DB06300
Tetherow Crossing Park	9.80	5810 NW Tetherow Rd	141236A004500
The Hub Recreation Center	10.50	3515 SW 35th St	1513180003100
Total Acres		103.89	

The following map shows the location of existing parks and open space within the District.

The following sections provide an overview of site-specific inventory information and recommendations for public parklands managed by RAPRD and other nearby recreational opportunities.



Map ID#	Site Name	Map ID#	Site Name
1	Borden Beck Wildlife Preserve	6	Pleasant Ridge Community Hall
2	Cascade Swim Center	7	SW 39th St (Majestic Ridge)
3	High Desert Sports Complex	8	Tetherow Crossing Park
4	NE Walnut Drive - West	9	The Hub Recreation Center
5	NE Walnut Drive - East		



Map 1: Existing Parks & Open Space



Borden Beck Wildlife Preserve

Borden Beck Wildlife Preserve has hiking trails, picnic tables, wildlife viewing, fishing, swimming and more. This section of the Deschutes River is part of the National Wild and Scenic Waterways System.

Design Opportunities

- As future improvements become feasible, consider installing improved access through the addition of paved pathways.
- Improvements, such as small shelter, ADA access, benches and picnic tables, could support naturalist/environmental programming if support facilities were added.
- Install wayfinding signage.

Management Considerations

- None noted.

Nature Park

23.22 acres

Amenities

- Bike rack
- Deschutes River riverfront
- Dog waste bag dispenser
- Interpretive signs
- Natural area
- Osprey nesting platform & pole
- Parking
- Picnic table
- Portable toilet
- Signage
- Trash receptacle



Special Use Facility

2.59 acres

Amenities

- Basketball court
- Benches
- Dog waste bag dispenser
- Drinking fountain
- Fencing
- Flagpole
- Lighting (in parking lot)
- Multi-use trail (along street frontage)
- Open grass area
- Parking
- Picnic tables
- Sand volleyball courts
- Shade trees
- Swim Center
- Trash receptacles



Cascade Swim Center

The Cascade Swim Center is the only public pool in Redmond and opened in 1979. The site is leased from the Redmond School District, and the Center includes a 25-meter indoor pool, diving boards, seasonal canopied outdoor wading pool, 8-10 person spa, ADA showers, family dressing rooms, and locker rooms.

Design Opportunities

- The Swim Center and its recreational programming may be discontinued when the new Hub Aquatic and Recreation Center is completed. If the Swim Center becomes fully funded by District voters, several upgrades should be considered for its grounds. Converting the basketball courts to pickleball courts, adding a playground, small shelter and other park amenities could create a neighborhood park for nearby residents.

Management Considerations

- The picnic tables, volleyball courts and the basketball courts are not on ADA-accessible routes. If future improvement are warranted (based on funding), consider paved pathway connections to these elements.



High Desert Sports Complex

The High Desert Sports Complex includes three softball fields, one multi-purpose field, playground equipment, the Smith Rock BMX Race Track, and the Field of Dreams R.C. landing strip. RAPRD provides a trailhead at the Complex for access into the county-owned Radlands. The trail system offers 8-10 miles of biking/hiking trails and about nine miles of equestrian trails. The trailhead provides a kiosk with a trail map, dog waste bag dispenser, trash can and portable toilet. The trail system is maintained in partnership with the Central Oregon Trail Alliance.

Design Opportunities

- Consider how to reduce barriers to universal access by adding paved pathways to spectator areas.
- Consider acquiring additional property to the west for future expansion.

Management Considerations

- Fencing along the sports fields appears to have been damaged by mower activity. Once repaired, a mowing strip (without grass) could help prevent future damage.
- Renovate and upgrade sport fields. Consider synthetic turf and field lighting.
- Pave and stripe parking lot.

Community Park

39.79 acres

Amenities

- AMA Fields of Dreams R/C airstrip
- Basketball half-court
- Bleachers
- Concession/restroom building
- Dog waste bag dispensers
- Fencing
- Maintenance sheds
- Parking
- Picnic tables
- Playground
- Remote-control course
- Shade trees
- Smith Rock BMX race course
- Sports fields
- Park identification sign
- Trash receptacles



Nature Park

9.8 acres

Amenities

- Deschutes Paddle Trail
- Deschutes River waterfront
- Dog waste bag dispenser
- Historic house
- Interpretive signs
- Natural areas
- Park identification sign
- Parking (gravel)
- Picnic tables
- Portable toilet
- Shed
- Trash & recycling receptacles



Tetherow Crossing Park

The District is working on long term plans for the development of Tetherow Park, which include restoration of the house.

Design Opportunities

- Prepare site master plan to guide future site improvements.
- As future improvements become feasible, consideration should be given to where improved access could be provided through the addition of paved pathways. Some improvements could support naturalist/environmental programming if support facilities (small shelter, ADA access, benches & picnic tables) were added.
- Renovate the Tetherow House as a public facility. The restoration of the historic house could support some future environmental programming or perhaps caretaker housing.
- Install wayfinding signage.

Management Considerations

- None noted.



The Hub Aquatic & Recreation Center

Currently under construction, the new recreation center will include both a competitive pool and leisure pool, locker rooms, gymnasium, exercise facilities, group fitness rooms, special event spaces, offices and other administrative/support spaces.

Design Opportunities

- Construct Phase 2 improvements which may include sport courts, sport fields, playground and splash pad.

Management Considerations

- Plan for and incorporate renewal planning and investments for maintenance annually.

Special Use Facility

10.5 acres

Amenities (pending)

- 25 meter lap pool
- Leisure Pool
- Gymnasium
- Open Fitness
- Group Fitness classrooms
- Multi-purpose room

Neighborhood Park

10.78 acres

Amenities

- Undeveloped



Neighborhood Park

2.52 acres

Amenities

- Undeveloped



NE Walnut Drive – East

This is a small, undeveloped site near a residential area along NE Walnut Drive in unincorporated Deschutes County.

Design Opportunities

- Conduct a site master plan process to determine the best future use for this site.

Management Considerations

- None noted.

NE Walnut Drive – West

This is a small, undeveloped site near a residential area along NE Walnut Drive in unincorporated Deschutes County.

Design Opportunities

- Conduct a site master plan process to determine the best future use for this site.

Management Considerations

- None noted.

Pleasant Ridge Community Hall

The Pleasant Ridge Community Hall property was donated to the Redmond community in 1921. The hall is available for community activities and is available as a rental facility.

Design Opportunities

- Delineating parking spaces with painted lines could ensure more efficient use of parking area to accommodate vehicles, if more capacity is needed.

Management Considerations

- Update HVAC system and consider solar to help offset the power cost.

Special Use Facility

1.02 acres

Amenities

- Community building
- Paved parking area



Majestic Summit Park

This open space consists of three parcels along SW 39th Street and under a powerline corridor.

Design Opportunities

- Conduct a site master plan process to determine the best future use for this site.

Management Considerations

- These sites, defined by their perimeter sidewalks and roads, are beneath overhead utility lines that restrict potential future development and use of the three parcels.

Trails / Linear Parks

3.67 acres

Amenities

- Undeveloped



Other Recreation Providers

Bureau of Land Management

The Bureau of Land Management (BLM) manages extensive public lands in the American West with the mission to sustain the health, diversity, and productivity of public lands for the use and enjoyment of present and future generations. These uses may include energy production, rangeland management, resource harvesting and outdoor recreation. BLM's Prineville District is the largest District in Oregon with 1.65 million acres scattered over 13 million acres. The boundary generally follows county boundaries and stretches from the Columbia River in the north to the edge of the Great Basin in the south, and includes the Cascade crest in the west and the Blue Mountains in the east. It is roughly 180 miles across, both north-south and east-west. Several outdoor recreation opportunities on BLM land near or within RAPRD boundaries are described below.

- Maston Trail System is located on the east side of the Cascade Mountains with over 4,000 acres for mountain bikers and horseback riders and hikers west of Redmond within the RAPRD boundaries. Lava rock-lined routes can lead to breathtaking views of the Deschutes River. The Maston Area (through the Maston or Juniper Trailheads) allow for exploring the geology and landscape of Central Oregon through almost 50 miles of trail.
- Middle Deschutes Wild and Scenic River provides numerous sites for access to the River in addition to the Steelhead Falls Trail with its cliffs and visual displays of local geology. The trail to the Falls also allows for access to the River for picnicking, fishing or exploring.
- Cascade View Trail System is located on the northwest slopes of Cline Buttes. The trails originating from Cascade View Trailhead offer looping options or horseback riders may enjoy and out-and-back option to Barr Road. This non-motorized trail system includes 5.6 miles of horse and pedestrian trail and a separate 3.9 miles of single-track mountain bike trail also open to hiking. The area is a part of the larger Cline Buttes Recreation Area.
- Clines Buttes/Buckhorn Motorized Recreation Use Area, this OHV trail system covers more than 8,000 acres on the south side of State Route 126 and another 5,200 acres on the north side of the Mackenzie Highway. Numerous OHV designated motorized trails are available with non-motorized trails extending into adjacent BLM lands.

- Redmond Caves Recreation Site is close to the Redmond Airport on SW Airport Way in Redmond. This small public parcel contains five caves formed by the volcanic flows of molten lava from the Newberry Caldera. The caves are preserved in their natural state and can be explored with flashlights to observe the geology and past human use. No toilets or other amenities are available on the site.

U.S. Forest Service

Ochoco National Forest & Crooked River National Grassland, north and northeast of Redmond, these two National Forest Service managed lands encompass a variety of different landscapes. Three wilderness areas within Ochoco are Mill Creek Wilderness, Black Canyon Wilderness and Bridge Creek Wilderness. Extensive trail options and snow-parks offer access to unique environments. The Big Summit Wild Horse Territory is a 25,434-acre Congressionally-designated land for wild horses. The Crooked River National Grassland contains the Island National Natural landmark, the Rimrock Springs Wildlife Area (a wetland oasis favored by birds), Gray Butte with trails that tie-in to Smith Rock State Park and Bureau of Reclamation (BOR) land and Haystack Reservoir that supports year-round fishing and campgrounds.

The Deschutes National Forest covers nearly 1.6 million acres with a wide range of year-round recreation opportunities. Part of the Deschutes National Forest, the Mount Jefferson, Mount Washington, Mount Jefferson, Mount Theilsen and Three Sisters Wilderness areas provide trail access to iconic mountain peaks, high alpine meadows and lakes, and old growth forests. Newberry National Volcanic Monument is within the boundaries of Deschutes National Forest. Managed by the U.S. Forest Service, this monument provides a unique opportunity to view the Lava Lands of central Oregon. Scenic Byways and Wild Scenic Rivers pass through the National Forest recognizing the special characteristics of these public lands.

Oregon State Parks

Smith Rock State Park offers stunning views of rock outcroppings and the winding Crooked River with numerous hiking and mountain biking trails and renowned world class rock climbing routes. Camping is open from early spring to late fall with restrooms and showers provided. The day uses include fishing, trail use and picnicking. The sheer rocky cliffs are renowned for hosting cliff-nesting birds, such as prairie and peregrine falcons, golden eagles and swifts.

Peter Skene Ogden State Scenic Viewpoint at the Ogden wayside overlooks basalt cliffs and the Crooked River canyon. The scenic viewpoint provides picnicking and restroom facilities.

The Cove Palisades State Park encompasses both the Deschutes and Crooked Rivers as a year-round destination with camping, hiking trails, boating and swimming and includes the majority of Lake Billy Chinook. Facilities includes restrooms, showers, playground and a seasonal marina. The marina (open from April – October) rents boat moorages, boats and water toys, including water skis, tubes, life jackets and ropes. Houseboat rentals offer a luxurious overnight stay right on the water. The marina also includes a café and store that sells fuel and ice.

Cline Falls State Scenic Viewpoint a quiet day use area along the Deschutes River with picnicking, restrooms and access for fishing along the banks of the River.

Tumalo State Park lies along 2.4 miles of the Deschutes River providing for paddling, fishing and swimming. The park offers camping options, restrooms and showers, a playground, picnicking and access to the Deschutes River Trail. The Deschutes River Trail connects to the Riley Ranch Nature Reserve, provided by the Bend Park and Recreation District.

Deschutes County

Deschutes County does not have a parks department, but owns multiple properties designated as park lands. These lands were designated to protect resources such as water, wildlife or rivers. The only public parks the County maintains are a section of the County Fairgrounds and the Worrell Wayside in downtown Bend. Immediately east of Redmond and adjacent to the High Desert Sports Complex, the Radlands is owned by the County and includes over eight miles of trails that are popular with mountain bikers and equestrians.

Bend Park and Recreation District

The Bend Park and Recreation District (BPRD) maintains and operates more than 3,626 acres of developed and undeveloped parkland including 84 developed parks and natural areas and over 88 miles of trail. The District also offers over 1,000 recreation programs for all ages and abilities throughout the

area and at the Juniper Swim and Fitness Center, The Pavilion, The Bend Senior Center and the Larkspur Community Center.

Riley Ranch Nature Reserve, a day-use nature preserve northwest of Bend managed by BPRD, encompasses 184 acres with dramatic views of the Cascades Mountain Range and the Deschutes River canyon. Several miles of hiking trails wind above the canyon with connectivity to Tumalo State Park.

City of Redmond

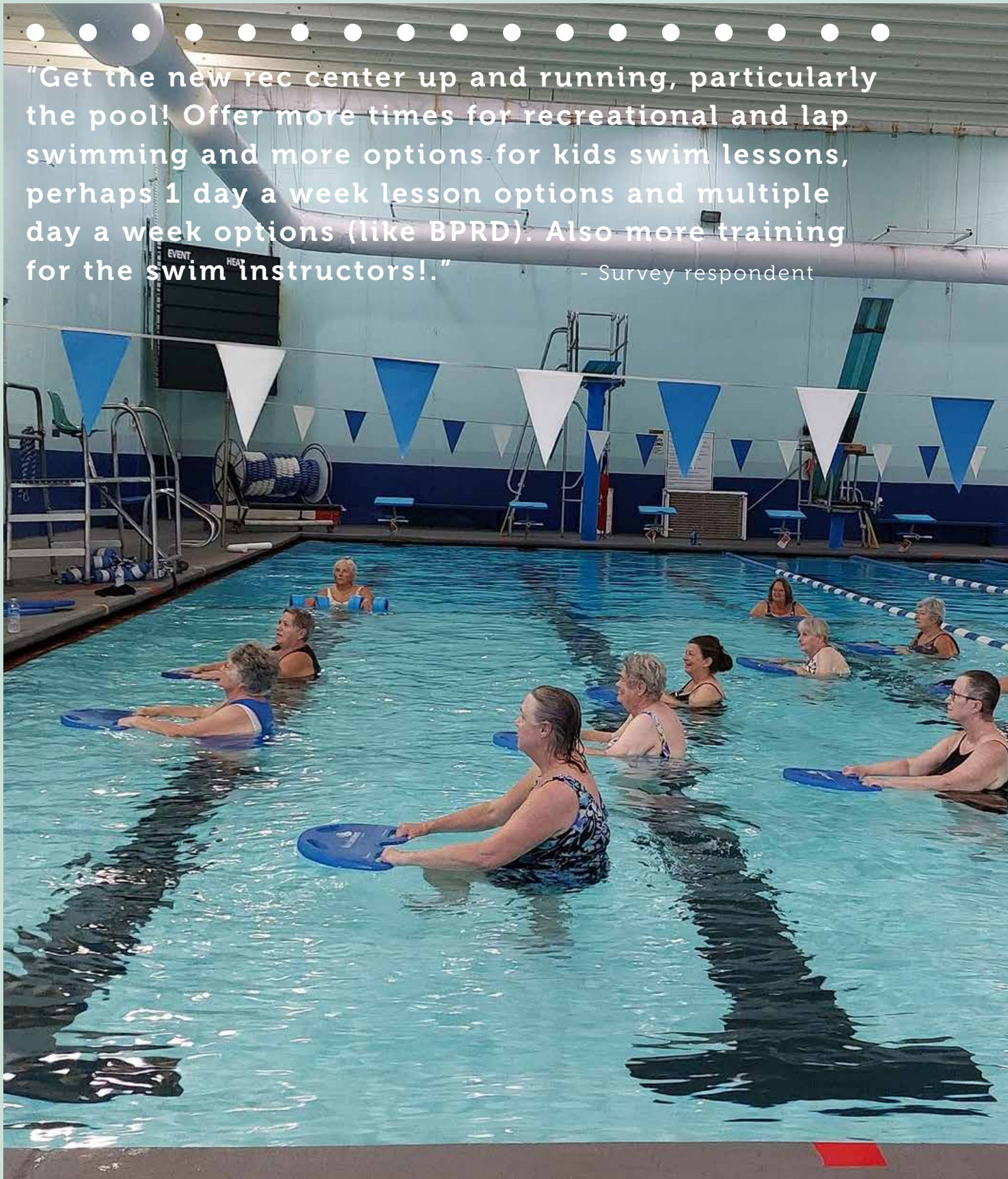
The City of Redmond maintains public parks, trails and open space, including 28 developed parks, 14.5 trail miles and over 206 acres of undeveloped open space. The city park system supports year-round recreation including walking and biking paths, playgrounds, a skate park, disc golf course, off-leash dog park.

Redmond School District

The Redmond School District supports some degree of community use of its facilities for education, recreation and services activities. Fees are assessed for community use, and priority for facility use is given to school programs. The District athletic fields are available at two high schools, two middle schools, two community schools and four elementary schools.

“Get the new rec center up and running, particularly the pool! Offer more times for recreational and lap swimming and more options for kids swim lessons, perhaps 1 day a week lesson options and multiple day a week options (like BPRD). Also more training for the swim instructors!.”

- Survey respondent



Chapter 4

RECREATION PROGRAMMING



The recreation facilities, offerings and available through RAPRD are a major community asset and support the physical, mental, and social health of community members.

Various recreation options are available through a range of public and private recreation, health and fitness providers and facilities. RAPRD currently provides programming through a mix of District-run programs and through partnerships and program contractors. At the present, RAPRD is preparing for expanded recreation services and the opening of The Hub Aquatics and Recreation in Redmond.

Recreation Trends

The following national and state data highlights some of the current trends in recreation and may frame future considerations in RAPRD's recreation offerings, activities and partnerships. Additional trend data are provided in Appendix D.

- Nearly all (93%) park and recreation agencies provide recreation programs and services. The top five most commonly offered programs include holiday or other special events (65%), educational programs (59%), group exercise (59%), fitness programs (58%), and day or summer camps (57%). ⁽¹⁾
- More than eight in ten agencies provide themed special events (90% of agencies), team sports (87%), social recreation events (88%), youth summer camps (83%), fitness enhancement classes (82%), and health and wellness education (80%). ⁽²⁾
- America's children are spending more time outdoors over the past

decade, and the COVID pandemic accelerated that trend. Overall, the percentage of children participating in outdoor recreation was high in 2021, at just over 70%. ⁽³⁾

- Over the past two years, participation rates are up across the board for America's youth, with strong growth in participation by girls (4.9% higher for girls ages 6 to 12, and 5.3% higher for girls 13 to 17). ⁽³⁾
- Yoga continued to have one of the largest gains in fitness activities. ⁽⁴⁾
- Activities with the highest 5-year increase in participation include indoor climbing (13%) and pickleball (12%). ⁽⁴⁾
- People who say their neighborhood has easy access to quality arts and cultural activities tend to be more satisfied, identify more with local lifestyle and culture, and invest more time and resources in their communities. ⁽⁵⁾

Recreation Management magazine's 2024 Report on the State of the Managed Recreation Industry summarizes information provided by a wide range of professionals working in the recreation, sports, and fitness industry. Regarding program options, respondents from community centers, park departments, and health clubs reported that they plan to add programs over the next few years. The ten most commonly planned program additions in 2024 were:

1. Environmental education programs (26.4%, up from 22.2% in 2023)
2. Educational programs (24.1%, down slightly from 24.8%)
3. Holiday events and other special events (23.8%, up from 18.1%)
4. Fitness programs (22.5%, up from 20.3%)
5. Mind-body balance programs (22.2%, down from 23.3%)
6. Adult sports teams (22.2%, up from 19.9%)
7. Teen programming (22.2%, down from 23.3%)
8. Programs for active older adults (22.2%, up from 19%)
9. Group exercise programs (20.6%, down from 22%)
10. Special needs programs (19.6%, up from 18.8%)

According to the 2024 Outdoor Participation Report, published by the Outdoor Foundation, just over half (57%) of Americans ages 6 and older participated in outdoor recreation at least once in 2023. The number of outdoor participants has grown as new and more casual participants began hiking, biking, camping, running and fishing.



Sources

- (1) 2020 NRPA Agency Performance Review
- (2) 2022 NRPA Agency Performance Review
- (3) 2022 Outdoor Participation Report
- (4) 2022 Sport & Fitness Industry Association Sports, Fitness, And Leisure Activities Topline Participation Report
- (5) Knight Foundation Community Ties survey Community-Ties-Final-pg.pdf (knightfoundation.org). Builds off Soul of Community Longitudinal Study (2008-2010) conducted by the Knight Foundation found key drivers of community attachment to be social offerings, openness, and aesthetics. <https://knightfoundation.org/sotc/overall-findings/>

Programming Trends

Recreation departments now often serve as a coordinating agency and a clearinghouse for multiple recreation organizations and providers, in an effort to bring a comprehensive scope of recreation programs to a community. This has also increased the number of partnerships that are in place to deliver a broader base of programs in a more cost-effective manner. There is a greater emphasis on a fee-for-service concept, especially for more specialized programming, and these services are supported by a formal fee policy.

Programming continues to emphasize the needs of youth and seniors, but also focuses more on adults and the whole family unit. Specific programming development trends include:

- Developing programs that are single day or no more than four sessions in length.
- Developing programs for youth during non-school days, plus holiday, spring break, and other extended breaks.
- Offering a variety of summer camps with different areas of interest.
- More Saturday programs and the introduction of some Sunday programming (especially in adult sports leagues).
- Senior programming that occurs in the evening or on the weekends to appeal to seniors who are still in the work force.
- Introducing programs that are oriented toward specific ethnic groups.
- Developing a baseline of programs that appeal to the family unit.
- Staggering the days and times of similar programs that are offered at multiple locations.
- Expanded senior programming to include a greater focus on the Baby Boomer generation, which often means programs and services that are available in the evenings and on weekends and those that have a more active orientation.



Youth after school programs would be amazing especially in the out of town areas where there are no affordable options for kids to participate in any activities.”

- Survey respondent

According to the National Sporting Goods Association, the top ten activities based on participation are highlighted in the following chart.

Figure 6. Top Recreation Activities by Overall Participation (millions)

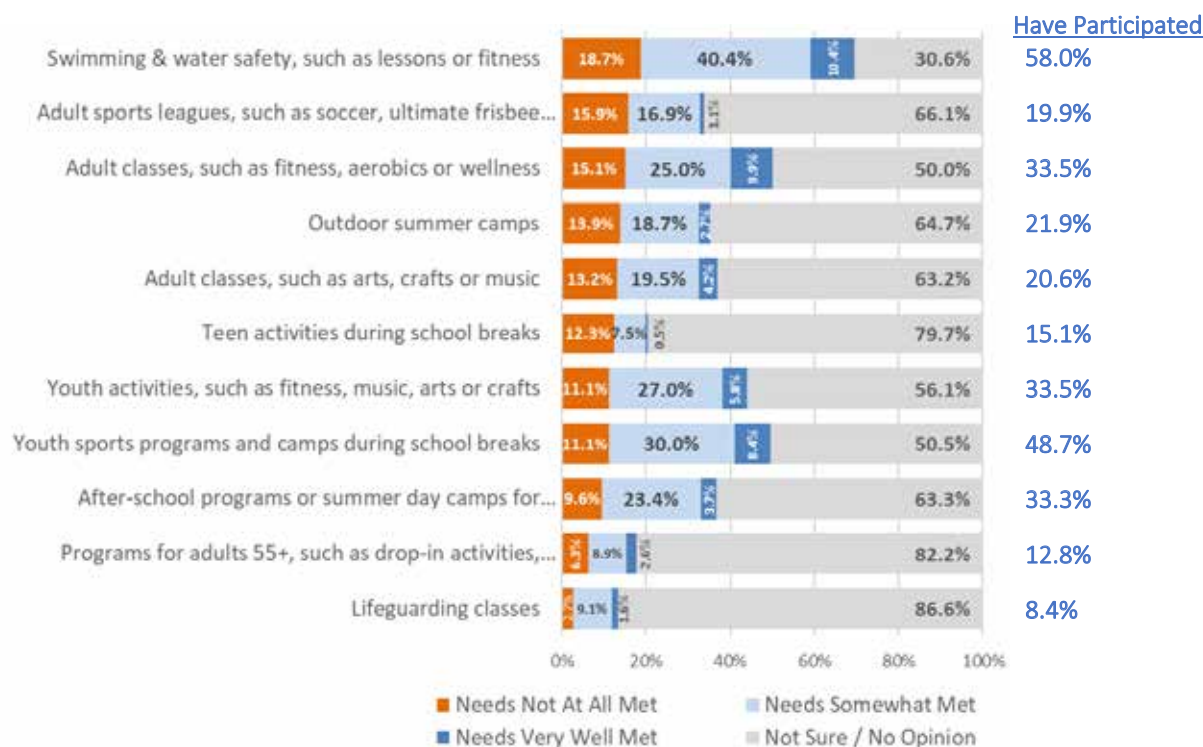


Community Feedback

The community survey provided insights into local program interests, preferences and priorities. Survey respondents were asked which recreation programs members of their household had participated in within the past two years. Swimming and water safety programs were the only program type where more than half of respondents' households (58%) participated in the recent past. Nearly half of households (49%) participated in youth sport programs. Approximately one-third of households participated in each of three other program areas: youth activities (34%), adult classes (34%), and after school programs (33%).

Using the same list, survey respondents were asked the degree to which their households' needs for each program offering were met. Overall, program needs across most programs types were somewhat or well met. In total numbers, respondents expressed the greatest need for swimming programs (19%), adult sports (16%), and adult classes. However, in comparing the responses of need not being met against need being somewhat or very well met, the relative need for teen activities during school breaks is the strongest of all program options, followed closely for adult sports. These two program types may represent strong options for expansion with RAPRD as a direct provider or via partnership with other providers.

Figure 7. Interest & Sentiment of Need for Various Program Options



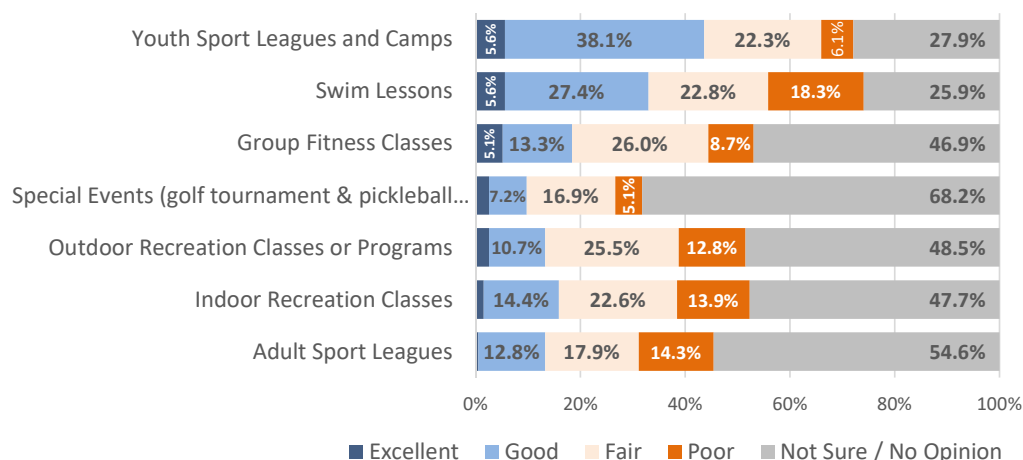
When it comes to recreational programs and activities, a plurality of respondents (44%) rated the availability of youth sport leagues and camps as either excellent or good. While one-third (33%) said the availability of swim lessons was either excellent or good, respondents more strongly rated the availability of this program area as either fair or poor by more than eight percentage points (41%). For each of the remaining five program types, respondents indicated the availability of programs as either fair or poor by at least a two-to-one margin over those who feel the availability is excellent or good.

“

Add more family swim times and open swim programs geared toward young families”

- Survey respondent

Figure 8. Sentiment of Availability of Various Program Options



The survey asked residents about their interest for a variety of potential recreation or educational experiences to expand or improve. Majorities of respondents indicated interest in special events (53%) and youth sport offerings (50%). Roughly one-third of respondents identified interest for several other program options, including swim lessons (38%), teen programs (38%), adult fitness (37%), arts (34%), adult sports (33%), and enrichment activities (31%). Write-in responses included beach or sand volleyball, adaptive or inclusive recreation, youth after school programs, dance and fitness programs.

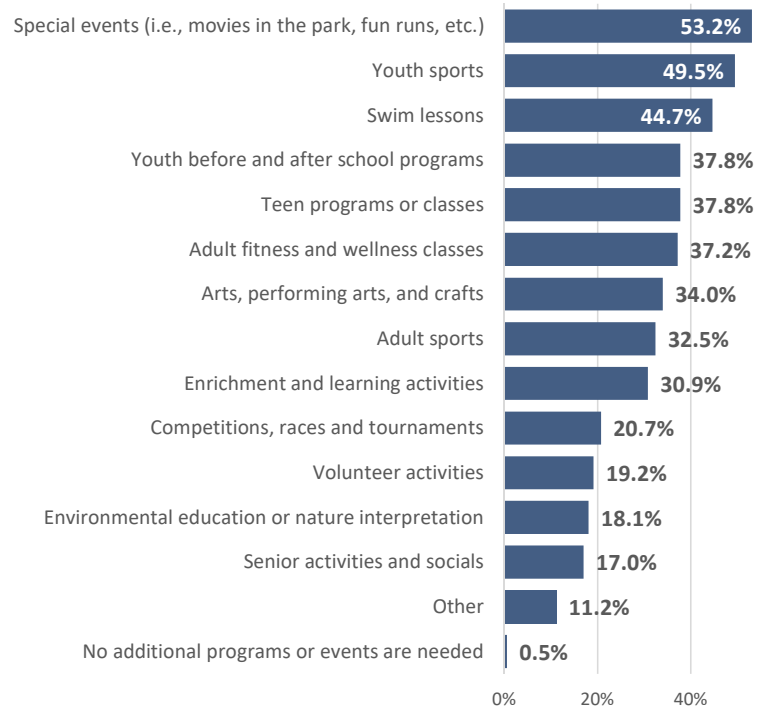
Respondents without children indicated stronger interest for special events and adult fitness and wellness classes. Those with children and those between 35 and 54 years of age showed stronger interest for youth and teen programs and swim lessons. Respondents over 65 years of age showed stronger interest for adult fitness and wellness classes and senior activities and socials.

Respondents were also asked why they do not participate in recreation, arts or sports programs offered by RAPRD. The most frequent responses are as follows:

- Not aware of program offerings (24%)
- Not having programs or activities of interest (20%)
- Programs held at inconvenient times (19%)
- Need for childcare to participate (17%)
- Not having time or being busy (16%)
- Classes being full (16%)

When it comes to recreation program costs, respondents expressed strong sentiments that RAPRD's programs are inexpensive or reasonably priced. Fewer than one-in-six respondents (15%) said youth programs and activities were expensive, and less than half as many respondents said programs were expensive for swim lessons (7%), adult or general interest classes (4%) or adult sport leagues (4%).

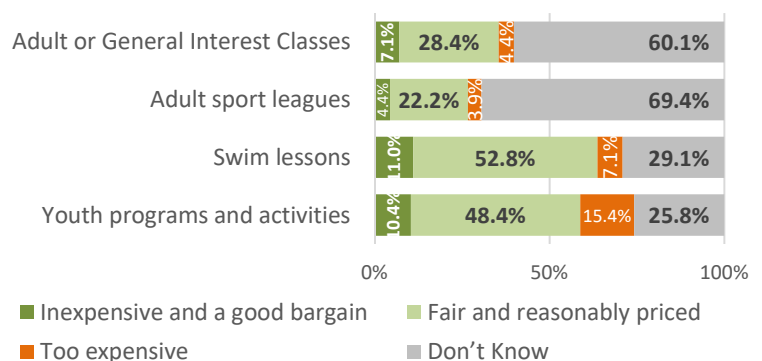
Figure 9. Recreation or Educational Experiences to Expand or Improve



86%

rate the affordability of RAPRD programs as either inexpensive or reasonably priced (overall)

Figure 10. Sentiment of Program Affordability

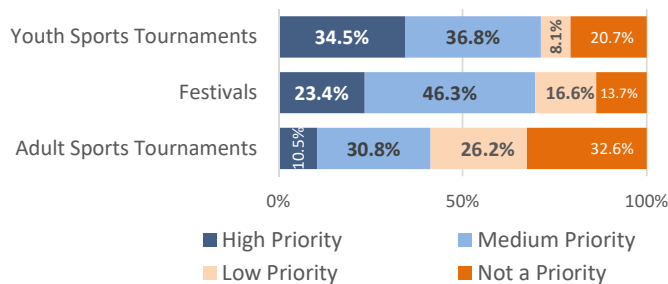


Nearly half of respondents (47%) indicated it is very important for RAPRD to focus on under-served populations, and three-quarters (74%) said it was either very or somewhat important for the District. The survey included an open-ended question that asked if there any geographic areas in the greater Redmond area (northeast Deschutes County) where RAPRD should consider increasing programming, activities and/or facilities. In all, 38 responses were provided (see appendix for full list) and can be summarized as the following:

- Maintain existing facilities before growing into other areas, fix irrigation and add lighting at sport fields.
- Provide more amenities, such as walking and biking trails, volleyball, picnic shelters.
- Provide options for Terrebonne, which is underserved with limited clubs and no affordable after school activities for kids.
- Provide more parks and playgrounds, especially in southwest and north Redmond.

As with recreation programs, the survey asked a question regarding community event priorities. A majority of respondents identified youth sport tournaments (71%) and festivals (70%) as either high or medium priorities, with over one-third of respondents stating that youth sport tournaments should be a high priority,

Figure 11. Priority Event Types



Recreation Facilities

RAPRD provides access to recreation programs and activities in its parks, City of Redmond parks, and in several buildings. The day-to-day management, ongoing maintenance, and long-term reinvestment in City facilities are crucial to the success of RAPRD's recreation programs. Additionally, efficient scheduling and use of the facilities ensures that cost recovery, inclusion, program vitality and other goals are met.

Cascade Swim Center

The Cascade Swim Center offers fitness, recreational and learn-to-swim programs for individuals of all ages. Facility amenities include a 25-meter indoor pool, diving boards, seasonal canopied outdoor wading pool, 8-10 person spa, ADA showers, family dressing rooms, and locker rooms. The Center offers lifeguard certification classes, swim lessons and runs an entry-level and competitive swim team. Swim team participation includes coaching on proper swim strokes and options to compete in swim meets. RAPRD also is part of the Silver & Fit, SilverSneakers and Renew Active membership programs for fitness classes, lap swim and water walking. The Center is also available for pool party rentals.

Pleasant Ridge Community Hall

Located south of the City of Redmond at 7067 SW Canal Boulevard, the Pleasant Ridge Community Hall is available for community activities and is used for fitness classes. The Hall also is available as a community event and rental facility.

The Hub Aquatic and Recreation Center

The new, 56,000 square foot recreation center sits on 10 acres at SW 35th Street and Lava Avenue in Redmond and will include both a competitive pool and leisure pool, locker rooms, gymnasium, exercise facilities, group fitness rooms, special event spaces, offices and other administrative/support spaces. The construction of the center is funded by a \$49 million bond approved by local voters in November 2022. The major elements of the first phase of construction for the center include the following:

- 8 lane, 25-meter competition pool & locker rooms
- Leisure pool with hot tub
- Water slide
- 1-meter diving boards
- Gymnasium with 1 high school sized court and 2 middle school sized cross courts
- On-grade running/walking track
- Fitness room with cardio, circuit, and weights
- Group fitness classrooms
- Multi-purpose and party rooms
- Teaching Kitchen
- Conference room

A future phase may include a variety of outdoor recreation elements, such as a multi-sport athletic field, pickleball courts, splash pad and playground.



FUTURE OUTDOOR AMENITIES

- 1 Shared Use Path & Path Lighting
- 2 Multi-sport Field
- 3 Shade Trellis
- 4 Outdoor Courtyard & Seating
- 5 Sun Deck & Screening
- 6 Restrooms
- 7 Playground with Splash Pad
- 8 Exercise Equipment
- 9 Pickleball Courts & Fence/Windscreen
- 10 Beginners Bike Skills Mini Course/Trails
- 11 Parking Lot North (40 Stalls)
- 12 Parking Lot South (200 Stalls)
- 13 Approximately 800 Meter Outer Loop Path Distance.



Renderings of Future Recreation Center (Credit: BARKER RINKER SEACAT ARCHITECTURE)

Recreation Programs

RAPRD offers a wide range of programming available to the community. These programs, activities, and events take place at several locations across the District including the Cascade Swim Center, athletic fields, local schools, and specialized providers. Almost all programs have fees that vary by program, program intensity, and the market. The registration process can be completed in person, online, and phone-in with the District utilizing MyRec to process recreation classes.

Program Participation

The following chart summarizes participation in recreation activities over the past two full years offered by RAPRD.

Figure 12. Overall Program Participation (2023-2024)

Program Area / Metric	2023	2024
Program Highlights		
Programs Offered	931	897
Programs Cancelled	151	149
Programs Full	360	293
Seasonal Participation		
Winter/Spring (Jan-April)	29.5%	29.0%
Summer (May-August)	39.4%	42.9%
Fall (September-December)	31.1%	28.1%
Other Program Metrics		
Total Participants (annual)	5,953	6,103
Percent City Residents	86.1%	85.2%
Total Registrants on Waitlist	1,372	863
Number of Classes with Waitlist	271	212
Percent of Classes with Waitlists	29.1%	23.6%

The District maintains an annual catalog of approximately 900 programs and classes with 6,000 annual participants. Approximately one-quarter of classes are full – many of which retain waiting lists. These in-demand programs consistently include programming around cooking, outdoor activities and nature camps, sports camps and clinics, swim lessons, and youth sports. Program registration is consistent between seasons with an uptick in registrations during the summer months.



Program Delivery

RAPRD currently uses multiple models to deliver programs to the community. The primary models can be described as follows:

- **Staff Produced.** These programs are offered by the District and are managed by staff, both full-time and part-time, and can take place on a seasonal or annual basis.
 - **Benefits:** The District has maximum control over the program, its content, and the instructors. They can also maximize revenue generation.
 - **Challenges:** The District is responsible for managing and maintaining the staff.
- **Third Party.** These programs are run by a third-party contractor. These instructors are paid on a contract basis and there is typically a revenue split between the contractor and the District.
 - **Benefits:** Using contract instructors/programmers allows the District to pivot as trends shift. It also means that the District does not have to hire additional part-time staff.
 - **Challenges:** The biggest challenge is managing the contract as to how the program is run and is a reflection on the District.
- **Co-Sponsor.** These programs are run by an outside group that is utilizing facility space from the District.
 - **Benefits:** The District is only maintaining the space, there is minimal staff time required, and it is transactional in nature.
 - **Challenges:** The programs taking place can be associated with the District which can cause challenges if not done properly.

It is important to note that the program delivery model does not impact whether a program is a core service.

Program Area Categories

The categories below represent the major areas of focus often provided by full-service parks and recreation agencies. It is unusual for an agency to directly offer programs in all of these areas, but there are usually either agreements with other providers for some of these activities or a referral to them.

Program Area Definitions (generalized):

- Sports – Team and individual sports including camps, clinics, and tournaments. Also includes adventure/non-traditional sports.
- Fitness – Group fitness classes, personal training, education, and nutrition.
- Cultural Arts – Performing arts classes, visual arts classes, literary arts, music/video production and arts events.
- Aquatics – Swim lessons, aqua exercise classes, swim team, and other programs.
- Education – Language programs, tutoring, science (STEM) classes, computer, and financial planning. Also included is CPR/AED/First Aid.
- Specialty / General Interest – Personal development classes and activities.
- Adaptive / Special Needs – Inclusive and adaptive programs for the physically and mentally impaired.
- Special Events – City wide special events that are conducted throughout the year.
- Outdoor Education – Environmental education, hiking, camping, kayaking, fishing, and other activities.
- Individual / Self-Directed – This includes the opportunities for individuals to recreate on their own. This can include activities such as drop-ins, open gym, use of weight/cardio space, and lap/recreational swimming. Although not an organized program, time and space must be allocated for this purpose.
- Senior / Human Services – This can include senior nutrition and meal programs, social service support, job training, life skills training, childcare, and other activities such as health screenings.

Figure 13 identifies current RAPRD recreation programs classified by the major areas of focus. Program lists are based on a review of program offerings between 2023 and 2025.

Figure 13. Existing RAPRD Programs by Classification

Area	Primary Focus	Programs
Sports	Youth	Soccer, Basketball, Golf Clinic, Tennis Clinic, Various Sport-specific Camps, Tumbling, Muay Thai, Judo, Jiu-Jitsu, Bouldering
	Teen+	Adult Softball League, Dodgeball League, Men's City League Basketball, Premier Pickleball Lessons, Smith Rock BMX Skills Clinic, Bouldering
Fitness	Preschool	Kids Yoga
	Youth+	Powercut Plus, Cardio Kickboxing, Zumba, Zumba Toning, Fitness 4 Life, Silversneakers Circuit, Prenatal Yoga, PIYO, Beginner & Advanced Kendo
Arts & Culture	Youth - Teen	Marble Paint on Silk Scarf, Kids Magical Fairy Garden, Art Explorers, Holiday Ornaments Workshop, Watercolor, RPA Summer Theater Camp, Beginner Crochet, Faux Succulent Garden
Aquatics	Youth	Swim Lessons, Swim Team, Parent/child swim, Open swim
	Teen+	Swim Lessons, Lap Swim, Aquarobics / Water Fitness, Aquatic Boot Camp, Aqua Zumba, Aquatic Wellness
Education	Teen+	Child & Babysitter Safety, First Aid/CPR, Lifeguarding
Specialty / General Interest	Adult	Wildness First Aid Essentials, Scuba Diving, Photo 1 Digital SLR, Learn to Use Lightroom, Adult Golf Clinic, Horseback Riding
Adaptive / Special Needs	All ages	Adaptive Swim Lessons, plus overall adaptive/inclusive mission
Special Events	Teen+	RAPRD Golf Classic, Water Polo Jamboree
Outdoor Education	Youth - Teen	Intro to Wilderness Survival, Intermediate Wilderness Survival, Fun with Archaeology, Rock Art, Fly Fishing Camp
Self-Directed	All ages	Drop-In Basketball, Drop-in Dodgeball, Open Swim, Lap Swim
Senior / Human Services	Adult	

Programs Available by Age Groups

Below is listed the basic program categories that are available for different age groups.

Figure 12. Segmentation of RAPRD Programs by Age Group

Program Category	Preschool	Youth	Teen	Adult
Sports	●	●	●	●
Fitness		●	●	●
Arts & Culture	●	●	●	●
Aquatics	●	●	●	●
Education		●	●	●
Specialty / General Interest		●	●	●
Adaptive / Special Needs	●	●	●	●
Special Events			●	●
Outdoor Education		●	●	
Self-Directed		●	●	●
Senior / Human Services				

- Aquatics – RAPRD is the primary provider of aquatic facilities and activities for the greater Redmond community. Aquatic programs include youth and adult swim lessons, recreation swimming, swim teams, water exercise classes, therapeutic programs, adult fitness, and reserved pool time for competitive swim teams and other community activities.
- Sports – The District also is the primary provider of youth and adult recreation sports programs in Redmond. RAPRD offers programming for a variety of traditional and non-traditional sports, both indoor and outdoor. The District also offers youth sport camps and skill development programs each year. Adult sport leagues include softball, basketball and dodgeball.
- Fitness & Wellness – RAPRD provides group exercise classes including cardio fitness, strength and conditioning, mind and body sessions and water exercise. Classes are offered for all ages and levels.
- Arts & Culture – A variety of art programs are available, with a significant focus on youth programs. These include painting, crafts, music, dance, theater, among others.
- Specialty / General Interest – A small number of programs are provided of general interest, such as scuba diving, photography, wilderness first aid, STEM, gaming/coding, cooking, among others.
- Outdoor & Nature Experiences – RAPRD offers opportunities for, primarily, youth to explore and engage with the outdoors. Youth programs include fly fishing, archaeology and wilderness survival, along with a variety of skill-based classes such as BMX and horseback riding. RAPRD had partnered with the City of Redmond and has managed the point-of-sale operations for the downtown seasonal ice skating

rink. Due to significant mechanical failures of the rink at Centennial Park, the ice rink was permanently closed at the beginning of the 2024/2025 season. Options are being explored for building a new, year-round ice rink for the community.

- Self-Directed – District parks provide opportunities for both active and passive recreation. While not fee based or staff led, RAPRD's parks provide open space to view nature, trails for walking, running or cycling, and options for volleyball and basketball, among other activities.

Program Partners

The District relies on several third-party providers and co-sponsors for many of its recreation services. This includes long-standing partnerships with the City of Redmond and the Redmond School District for use and access to parks, fields and facilities. There are youth sport organizations and significant other providers of a variety of recreation programs and services within the region, including dance studios, martial arts studios, fitness centers, and specialty facilities such as pickleball facilities and gymnastics studios.

Figure 13. Recreation Program Partners & Providers

Central Christian School	Oregon Department of Fish & Wildlife
Central Lacrosse Foundation	Premier Pickleball
City of Redmond	Redmond Little League
Connection Rio Jiu-Jitsu	Redmond Panther Football (RSD)
Diane's Riding Place	Redmond Proficiency Academy
Jug Rock Gym	Redmond Ridgeview Raven Football (RSD)
Juniper Golf Course	Redmond School District
Lux Hydro Art Workshop	Redmond Senior Center
Northwind Art Studio	Skyhawks

Program Classifications

The following are the current and projected programming classifications for RAPRD. It is important to realize that while certain program areas may be a focus for growth in programs and services, the District's role in providing the actual service may be different as indicated below.

Classification Definitions

- Core Programs are those RAPRD has primary responsibility for providing programs for the community.
- Secondary Programs are those that may or may not be provided by RAPRD, and they are a lower priority to provide for the community. These may be offered by other organizations.
- Support Programs are programs that are not a priority for RAPRD to be providing directly to the community. The District may provide information and/or promote the activities but they are administered by other organizations.

Figure 14 identifies and summarizes general classifications of programs by degree of emphasis as core programs, secondary programs and support program areas for RAPRD. This determination is also based on facility capacity and the staffing dedicated to supporting the programs.

Figure 14. Future Program Types by Focus Area

Core Programs	Secondary Programs	Support Programs
Adult Sports	Adaptive / Special Needs	Senior / Human Services
Aquatics	Education	Special Events
Arts & Culture	General Interest	
Fitness	Outdoor Education	
Youth Sports	Self-Directed	

Although the majority of the program areas currently are covered, additional recreation programs have been requested of the District. With limited staffing and available program space, the focus areas for



More Programs for kids! Activities, camps, classes, (Archery, Gardening, Music Classes Tennis, Golf, Swim Lessons at different times (warmer pool!))"

- Survey respondent



Enrichment, nature, volunteer and art/craft activities for teens, age 12-16-ish. Programs that encourage them to collaborate, experience different cultures and be part of the community. After school/evenings and during holiday/summer breaks."

- Survey respondent

programming have been aquatics, sports, arts, and enrichment classes, with the majority of those programs provided by staff or co-sponsors.

With the new recreation center, the District should consider how to expand certain programs to meet the community need. Survey respondents indicated an interest in more options for volleyball, pickleball and basketball – all of which can be programmed in the gymnasium of the new center. Some respondents suggested the need for adult sports and activities with more accessible scheduling, additional youth/children summer and school holiday camps, expanded fitness programming, and expanded scheduling to accommodate earlier/later participation.

Also, the District should explore additional aquatics programming focusing on water rescue (i.e., in partnership with fire departments or other first responders) and kayak/roll clinics. Other specialized recreation programs for youth, teens and adults could include wilderness activities, cooking, art and painting classes, plus additional adult group activities and excursions such as hiking, snow shoeing, cross country skiing, and bouldering.

While the District currently offers programs and activities for Outdoor Recreation and Teens, additional resources should be allocated to these program areas. Outdoor Recreation was identified in the survey as one of the programs with the greatest need, and some potential program options could include orienteering, archery, stargazing, and outdoor photography. To expand these programs, additional equipment and staffing will be required. The relative need for teen activities during school breaks was the strongest of all program options from the survey, followed closely for adult sports, and the lack of providers and programs within this area

leads to the recommendation for the District to also increase its emphasis in this area. The intent of teen programs should be to reduce idleness and prepare them for the future. Traditional programs such as sports, art and dance appeal to a large portion of teens; additional programming opportunities should be provided on leadership and skill development. This may require additional staffing for outreach and meeting teens where they are, such as schools. Figure 15 summarizes the proposed shift in recreation program areas of emphasis.

Also as the population continues to age, program mix should continue to be regularly assessed to ensure both active and inactive adults at 55+ have program opportunities. As these demographics change, the relative importance of each program area may evolve as well.

Special Events

Opportunities to connect are clearly important to residents in the Redmond area. Survey responses showed strong interest for additional community events. While popular, the District is not a primary provider of special events and hosts only a few events: the RAPRD Golf Classic and the Water Polo Jamboree. The City of Redmond, Chamber of Commerce and other organizations have led in this capacity, and the District should continue to support events as a partner and promoter. Also, when the new the community center is completed, it can provide another venue to support events, cultural gatherings and other community celebrations.

Figure 15. Proposed Program Area Emphasis by Type

Core Programs	Secondary Programs	Support Programs
Adult Sports	Adaptive / Special Needs	Senior / Human Services
Aquatics	Education	Special Events
Arts & Culture	General Interest	
Fitness *		
Outdoor Education *		
Self-Directed *		
Youth Sports		

* indicates expanded role or programming



Adult sports and activities for those who aren't yet retired (i.e. more accessible scheduling)."

- Survey respondent

Programming Considerations

The District's current programming philosophy is to serve as the primary provider of aquatics and general recreation programming for the greater Redmond community and utilize other organizations' assets (e.g., fields, courts, parks, gymnasiums) to support program delivery. The District has taken a strong role in coordinating with the City of Redmond, Redmond School District and other recreation providers to advance local recreation offerings. Going forward, the District will need to determine the areas of focus for future recreation programming efforts based on the level of financial and resource commitment that it wants to make to recreation programs and services.

Programming Philosophy

The District should review and refresh its overall basic programming philosophy to guide programming decisions, especially as the new recreation center becomes operational and the District has participant data from the new facility to drive a refinement of programming objectives and targets. This should be a simple, straight forward document that includes the following objectives:

- Serve as the primary provider of most recreation programs and services that are available in the community (informed by Core program areas), but coordinate these efforts to ensure there are opportunities for additional recreation services for all age groups and abilities.
- Maintain, expand and develop partnerships with other providers to bring a full spectrum of recreation programs and services to the community.
- For recreation programs and services that occur at RAPRD facilities, develop an approach that relies on:
- RAPRD staffed programs in key program areas.
- Contract provided programs where revenues are shared.
- Rental of space to other providers for their programs, as appropriate.
- Ensure that recreation program and service opportunities (regardless of who provides them) are available to all ages, incomes, abilities, gender, and ethnic groups in an equitable and inclusive manner.
- Ensure that recreation program and service opportunities are available in areas of interest that are identified as a need in the community.
- Continue to explore options to provide recreation opportunities geographically across the district boundaries.

This should be a simple one-to-two-page document that clearly articulates the programming philosophy.

Program Trends & Metrics

RAPRD should track program trends on a regional and national basis to ensure that program offerings are current and reflect the opportunities that are available. There are no existing program metrics that detail the number of people being served by in-house programs or ones offered by contract providers. Basic performance measures will need to be enhanced in order to track recreation programming effectiveness. This includes the following for both District programs, as well as those that are contracted:

- Rates of fill for programs and activities (capacity vs. actual numbers).
- Participation numbers and comparisons to past years/seasons.
- Rate of program cancellations.
- Financial performance including cost per participant.
- Evaluations from participants.

Overall Program & Life Cycle Planning

To assist with future program planning, staff periodically should request and review participant data from providers to stay abreast of class and program utilization and consider the available program mix. Also, staff should periodically review data from the following sources to determine community needs for programs and services:

- Historical registration trends/success of current programs and services
- Surveys and questionnaires
- Oregon Statewide Comprehensive Outdoor Recreation Plan
- Suggestions provided by current or prospective instructors and current employees

Additional, expanded or new program options may be limited today by indoor and outdoor facility capacity, staffing, and available instructors. However, with the planned construction of the new recreation center, the District will be poised to expand recreation program offerings. Doing so will require advance program planning to determine the range of potential programs, scheduling, and the needs for full-time and temporary staff for programming and facility operations. As part of the Recreation Center Feasibility Report, RAPRD created an

operations proforma, which identified preliminary staffing and operations needs for the new center. Also, comments from public outreach indicate a latent demand for additional program options for teen activities, adult sports, and aquatics programs (lap swim, aerobics class, etc.). Considerations about existing and planned programs should gauge performance and priority offerings based on a mix of criteria that include:

- Community interest or deficiencies
- Potential for increased participation
- Fill rates for programs (registrants compared to program capacity)
- Rate of program cancellations
- Availability of qualified and knowledgeable staff or contractors to provide consistency and reliability for program delivery
- Financial performance of individual programs (operating expenses vs. revenues)
- Program life cycle assessment to balance the suite of new, mature, and declining programs
- Revenue potential, affordability, and accessibility
- Cost of service policy metrics

With these criteria, staff should evaluate programs on an annual basis to determine the overall program mix. If participation levels are still growing, then continue to provide the program. When participation growth is slow to no growth, or competition increases from other providers, staff should look at modifying the program to re-energize their customers to participate. When program participation is consistently declining, staff should terminate the program and replace it with a new program based on the public's priority ranking, in activity areas that are trending, while taking into consideration the anticipated percentage of local participation, facility or staff demands and pricing potential.

Based on the programming philosophy, an updated program plan should define the general direction of recreation programming for the next five+ years. This also should be a simple document that includes the following elements to determine which programs will be primarily offered by District staff:

- Priorities for general programming based on community input (primarily the survey) should include:
 - Aquatics
 - Youth sports
 - Teen activities
 - Adult Sports
 - Outdoor Recreation

- Regarding participation in sports or athletic activities, priorities include:
 - Basketball
 - Volleyball
 - Softball
 - Pickleball
 - Swimming
 - Soccer
 - Self-directed activities
 - Walking, hiking and jogging
- For leisure or cultural activities, priorities include:
 - Art, dance, music and cultural classes
 - Creative classes and workshops
 - Enrichment and learning activities
 - Supporting special events
- Define the roles of RAPRD, such that the District does not need to be the actual source of all these activities, but working with other providers through partnerships or referrals will be important to providing a broad range of recreation program opportunities to the community.
- Ensure that recreation programs are available for specific demographic groups including:
 - Youth – Programs that serve a variety of interest areas beyond sports, including arts, enrichment, after-school and summer camps.
 - Teens – Activities designed specifically for teens that are both organized and drop-in in nature.
 - Adaptive/Inclusion – Provide programs to meet the needs of specific groups of participants with disabilities, as well as ensuring programs provide opportunity to allow full participation with adaptations and support if necessary.
 - Intergenerational/Multigenerational – Offering programs and services that have an appeal to multiple generations or across generations.
 - Ethnic/Culturally Based – There should be an effort to consider programs and services that are appropriate for the cultural orientation of the Redmond area.
 - Working with the Redmond Senior Center, determine the future role of RAPRD in providing older adult programming or support services that are complementary to their organization.
 - For other organizations and recreation providers in the area, clearly identify areas of programmatic responsibility to ensure that there is not overlap in resource allocation.



Have people opt in for texts about the programs or facilities they want.”

- Survey respondent

Fee Policy

Updating a comprehensive fee policy to guide fee setting for recreation programs and services will be essential. This should define the philosophy behind fee setting (higher rate of cost recovery and/or maintaining existing levels of recovery), the need to have different levels of cost recovery, the criteria for determining specific fees, and how fees are evaluated. This effort could be completed by staff or through a contracted consultant.

Part of the consideration in the development of the Fee Policy is the ability to pay for parks and recreation services. Redmond has a lower median household income (\$72,798) than Deschutes County and the State of Oregon (\$82,042 and \$76,732, respectively). Income level is important when it comes to price point for programs and services, and subsequently the cost recovery level of a facility. Although the community survey indicated that the District's program fees were generally affordable, RAPRD should be mindful of lower than average income levels when pricing out program offerings, while taking into account lower income residents who fall outside the averages.



Marketing & Communications

Marketing efforts for the District should elevate and expand promotions for programs, activities and facilities to drive engagement to increase participation, reach new demographics, and increase revenue. The primary method is through the seasonal program guide, social media, and the website. Maintaining a strong programming emphasis requires a marketing plan to support these efforts. This should be a brief, but pointed, plan that emphasizes marketing priorities, the mechanisms, and tools for marketing, as well as who is responsible for each of the marketing tasks.

Feedback from the community survey suggested some limited awareness of the recreation options and amenities available to Redmond area residents. RAPRD should continue to take a strong role in coordinating and promoting recreation services to improve awareness and inclusion for residents. The District's website, Facebook, Instagram and direct mail were noted as the four main ways survey respondents would prefer to learn about RAPRD's parks, programs and activities. Stronger marketing efforts will be needed to inform and promote the recreation programs that are available and should continue to focus on the following areas:

- Website enhancement to better promote programs and services in addition to the periodic program guide, including searchable program offerings and services offered by other providers;
- Social media (including emerging platforms such as Bluesky), email, flyers, and signage promotions of program registration options;
- Continued cross marketing and/or promotional opportunities with partner organizations, such as the City of Redmond, school district and others; and
- Using appropriate communication channels to effectively market to various demographic segments.

“

Promote. I'd say the biggest thing is I don't know things are happening. I live in Redmond but don't work in Redmond or have kids. I'd love to join an adult sports league but a lot of time I miss registration or I don't have enough people for a team and don't get communication on being a "free agent" so I end up going to Bend."

- Survey respondent

Chapter 5

PARKS & OPEN SPACE

ASSESSING COMMUNITY NEEDS FOR PARK AND OPEN SPACE SYSTEM ENHANCEMENTS

The park system planning process assesses recreational needs and priorities for park facilities, active use areas, natural areas and trails within the District. The park assessment includes a discussion of specific local needs with consideration given to RAPRD's park and open space system. Public input and information on park inventory conditions also were heavily relied upon in the planning process.

Park & Outdoor Recreation Trends

National Trends

A review of several recognized park and recreation resources provide a background on national and Oregon state trends, market demands, and agency comparisons. These outdoor recreation trends, combined with community interests in parks, trails and open space and an assessment of current conditions, help identify and shape recommendations for park system improvements. Examining current outdoor recreation trends can help inform potential park and facility improvements and opportunities that may enhance the community and create a more vibrant parks system as it moves into the future.

The following national and Oregon state data highlights some of the current park usage trends and may frame future considerations for RAPRD's park system. Additional trend data and summaries are provided in Appendix D.

- 90% of U.S. adults believe that parks and recreation is an important service provided by their local governments. ⁽¹⁾
- 84% of U.S. adults seek high-quality parks and recreation when choosing a place to live. ⁽¹⁾





- Running, jogging, and trail running are the most popular outdoor activities across the nation, based on levels of participation, followed by hiking, fishing, biking, and camping. ⁽²⁾
- A significantly higher percentage of seniors (ages 55+) are participating in outdoor recreation. In 2022, the senior participation rate hit a record high of 35% and is rising. ⁽²⁾
- Participation nearly doubled for pickleball in 2022, increasing by 86% year-over-year. In 2022 for the first time in over seven years, every racquet sport increased its total participation number compared to the previous year. ⁽³⁾
- Wildlife viewing and paddle sport participation increased statewide by 28% since 2017. ⁽⁴⁾
- Nationally, outdoor recreation economic activity increased 19% from 2020 to 2022, while the overall U.S. economy only saw a 5.9% increase. ⁽⁵⁾

According to the Sports and Fitness Industry Association, participation nearly doubled for pickleball in 2022, increasing by 85% year-over-year. In 2022 for the first time in over seven years, every racquet sport increased its total participation number compared to the previous year. In terms of team sports, the overall participation rate approached, but did not exceed, the 2019 rate. Basketball, outdoor soccer, and flag football all posted three-year increases of over 4.5%, with basketball leading the way with a 13% increase since 2019. Lifestyle activities generally remained very popular. Golf and tennis have grown more than 20% since 2019, and yoga grew more than 10% in that same time period. Trail running and day hiking participation grew for the fifth straight year.

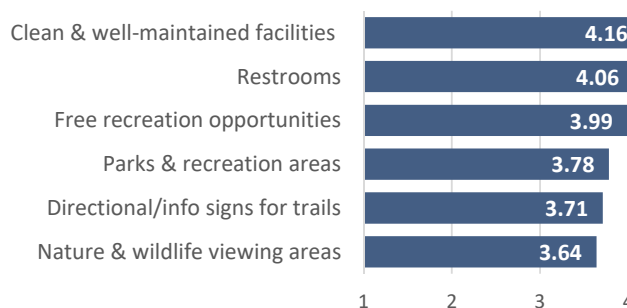
Sources

- (1) 2022 American Engagement with Parks Report, National Recreation and Park Association
- (2) 2023 Outdoor Participation Trends Report, Outdoor Foundation
- (3) 2023 Sports, Fitness, and Leisure Activities Topline Participation Report, Sports and Fitness Industry Association
- (4) 2022 Assessment of Resident Demand, Washington State 2023 Recreation & Conservation Plan (draft)
- (5) 2022 Outdoor Recreation Satellite Account data, U.S. Bureau of Economic Analysis

State Recreation Trends

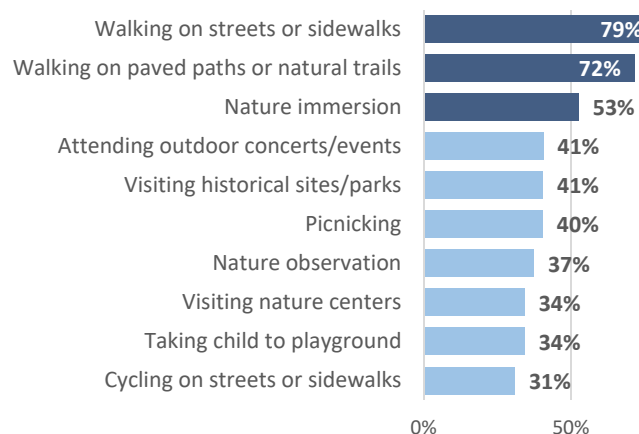
The 2025-2029 Statewide Comprehensive Outdoor Recreation Plan (SCORP), entitled “Balance and Engagement: Sustaining the Benefits for all Oregonians”, constitutes Oregon’s basic five-year plan for outdoor recreation. As part of developing the SCORP, the Oregon Parks and Recreation Department (OPRD) conducted a statewide survey of Oregon residents regarding their 2022 outdoor recreation participation in Oregon, as well as their opinions about park and recreation management. The resident survey measured the top ten outdoor recreation activities for Oregon residents that occur within their community. Walking rated the most participation whether on local streets and sidewalks or along paved paths or natural trails.

Figure 16. Top 10 Activities for Oregon Residents



Further survey questions explored where residents felt future investments were needed in their community outdoor recreation areas. Their highest two priorities covered clean and well-maintained facilities and provision of restrooms.

Figure 17. Priorities for Future Investments



In addition to the resident survey, land managers and public recreation providers in Oregon were also surveyed regarding their needs, challenges and priorities for recreation management in their jurisdiction. The most challenging management

issues for local outdoor recreation providers (within urban growth boundaries) were identified.

- Reducing illegal activities
- Creating new park and recreation facilities
- Maintaining existing local parks and facilities
- Addressing ADA and other accessibility issues
- Providing safe walking and biking routes to parks and trails

The results illustrate that providers face large challenges when increasing opportunities and access to outdoor recreation through resident-supported actions like creating new park and recreation facilities and providing safe walking and biking routes to parks and trails. These larger challenges require more significant investments and longer term planning.

Research also included the total net economic value for recreation participation in Oregon from their participation in 76 outdoor recreation activities in 2022 for a total of 1.27 billion user occasions. The total net economic value for a recreation activity is the value per activity day times the number of activity days. Filtering the top ten contributors for outdoor recreation activities and their associated economic value reveals walking and enjoying nature as the top generators followed by bicycling, running/jogging, field sports, and playground and dog park users.

Local Interests & Feedback

Beyond the broader perspectives of national and state recreation trends, local needs were explored through a community survey, an open house meeting, and prior feedback from the City of Redmond Parks Master Plan process for information on priorities, interests, and future needs for RAPRD's park and recreation system.

Community Survey

The community survey confirmed that RAPRD residents strongly value their local parks, recreation options and open space opportunities. Virtually all respondents (98%) feel that local parks and recreation opportunities are important or essential to the quality of life in the Redmond area. Seventy-seven percent of respondents overall feel that

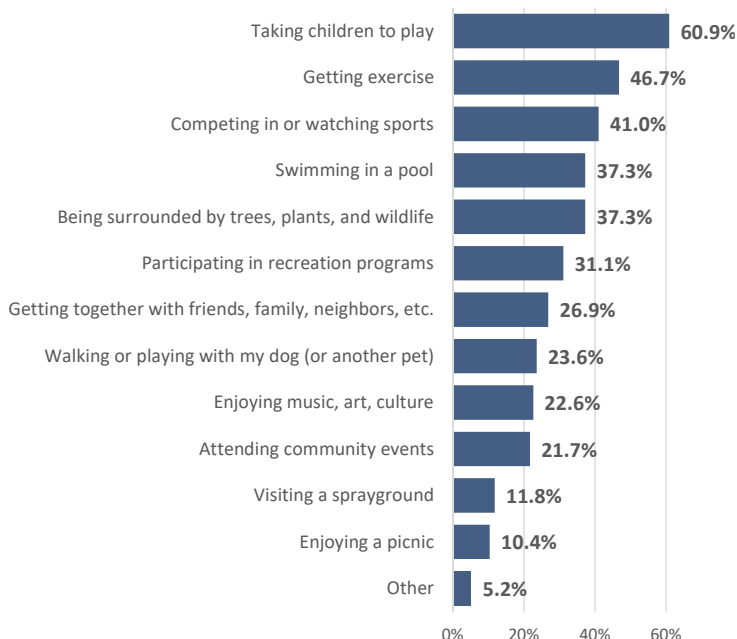
they are essential; while an additional 21% believe that they are important to quality of life, but not essential.

Key Findings:

- The majority of residents (71%) indicated they visit RAPRD parks and facilities at least once a month, and 36% visit at least weekly. Survey respondents under age 55 and those with two or more children indicated more frequent visitation to RAPRD facilities with at least multiple month visits.
- Survey respondents have mixed opinions about the condition of RAPRD facilities. Less than a majority (40%) rate the condition of the High Desert Sports Complex as either excellent or good, and only 13% of respondents give the same ratings to the Cascade Swim Center.
- Respondents listing a Redmond to Deschutes River corridor as the top priority (58%) in a grouping of four potential trail corridors.

Respondents visit local parks and recreation facilities for a variety of reasons, but the most popular reason is to take children to play (61%). Between one-third and half of respondents visit parks for exercise (47%), sports (41%), swimming (37%) or being in a natural setting (37%). Nine write-in responses were noted for those who selected 'other' as an option, and seven of the nine responses were for sand or beach volleyball. Survey respondents without children in the household identified getting exercise and enjoying art, music or culture as more compelling reasons to visit parks. Respondents over 55 years of age also visited to enjoy art, music or culture more than other age groups.

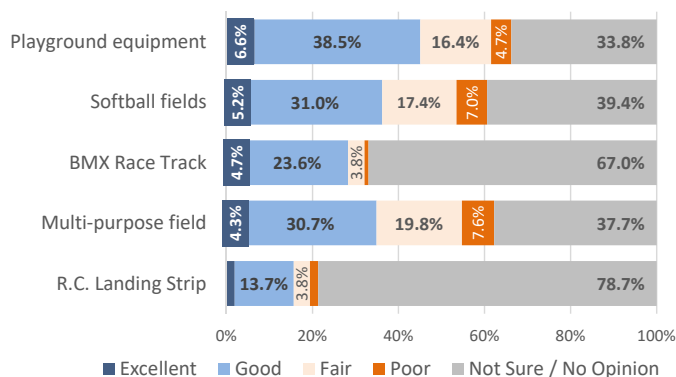
Figure 18. Reasons for Visiting RAPRD Park & Recreation Facilities



Survey respondents have mixed opinions about the condition of RAPRD facilities. A slight plurality (40%) rate the condition of the High Desert Sports Complex as either excellent or good, and only 13% of respondents give the same ratings to the Cascade Swim Center. Nearly three-quarters of respondents (72%) noted the Cascade Swim Center as in either fair or poor condition. Large majorities of respondents had no opinion for the conditions of the Borden Beck Wildlife Preserve, Tetherow Crossing and the Pleasant Ridge Community Hall; however, majorities of respondents noted the condition of the Borden Beck Wildlife Preserve and Tetherow Crossing as excellent or good for those who indicated ratings.

Respondents also were asked to rate the condition of the primary amenities at the High Desert Sports Complex. Acknowledging that approximately one-third of respondents do not know or have no opinion about the Sports Complex, those that are familiar with the park generally view the amenities in good condition. For respondents who indicated a rating other than not sure or no opinion, majorities of respondents rated the conditions of park amenities as either excellent or good. By more than a two-to-one margin, respondents rated the condition of the following as either excellent or good compared to fair or poor: playground equipment (45%), BMX track (28%) and R.C. landing strip (16%). Respondent ratings were more even for the conditions of softball fields and multi-purpose field between those who feel the fields are excellent and good or those who feel the fields are fair and poor

Figure 19. Adequacy of Existing Amenities



The survey asked residents a question regarding their sense of importance for a variety of amenities and facilities for future investment in the park system. A significant majority of respondents (61%) identified expanding or improving indoor facilities as important. Strong interest also was noted for improving sport fields and courts (46%), repairing worn amenities (43%), and offering or promoting more classes (40%), see Figure 18.

Approximately one-third of respondents identified as important building more trails (35%), hosting community events (32%), and adding a greater variety of features to parks (31%). Only one-quarter of respondents noted that adding new parks was important for RAPRD.

Figure 20. Importance of Future Investment Options

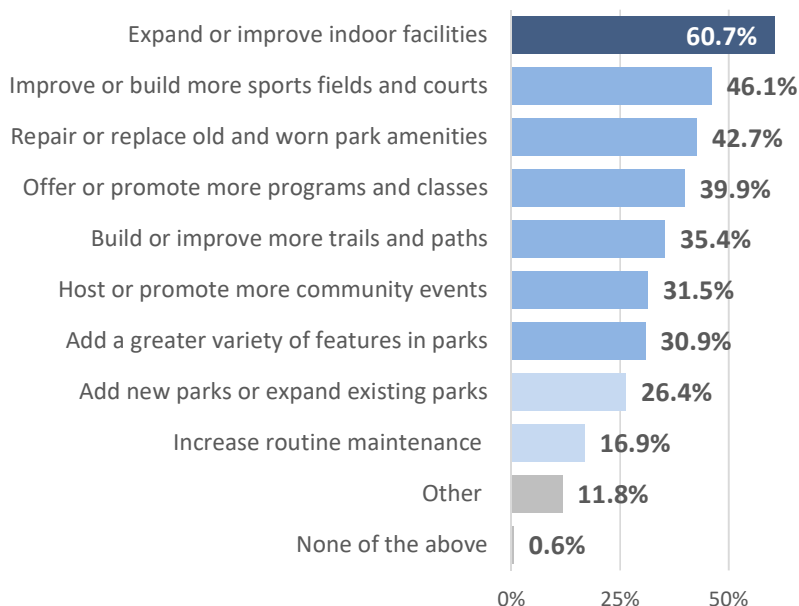
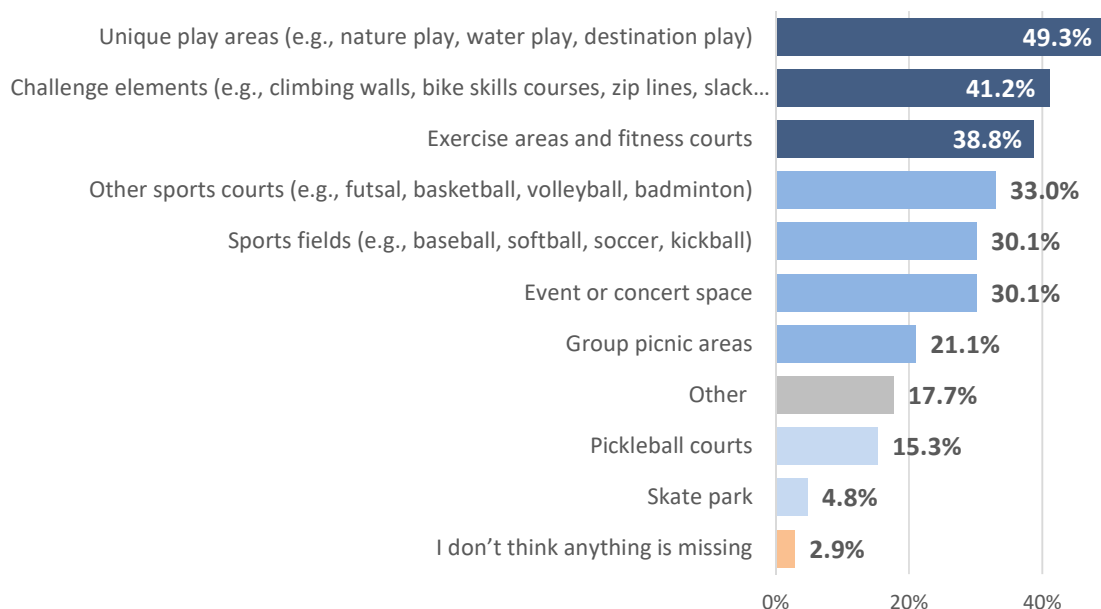


Figure 21. Importance of Future Investment Options



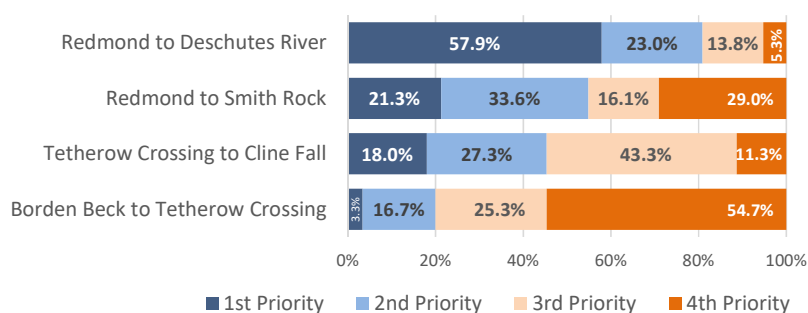
A different question asked respondents to select the types facilities they would like to see more of in RAPRD parks. For this question, rather than using ranking or a scale for selection, respondents were allowed to select up to three options, and the focus was geared toward outdoor recreation elements suitable for parks. Nearly a majority of respondents identified interest in seeing more unique play areas in RAPRD parks. Also, fitness and active recreation elements were identified with strong interest by roughly 30% and 40% of responses. This includes climbing elements (41%), exercise areas (39%), sport courts (33%), sport fields (30%), and event space (30%). Other specialized amenities rated less favorably, such as pickleball (15%) and a skate park (5%). Write-in responses for 'other' included sand and beach volleyball, bocce, trails, water play (splash pad), and nature play.

A series of three questions asked respondents to identify and rank their interest in various trail opportunities and connections that could be considered in the future. When asked about the potential to explore providing a trail corridor along the Deschutes River, a majority of respondents were very interested (59%), and a strong majority (87%) were either very or somewhat interested.

A second question asked respondents to consider specific corridors for non-motorized trails. While majorities of respondents identified each of the four listed corridors as either very or somewhat important, a trail corridor connecting Redmond to the Deschutes River had the strongest support, with 78% of respondents identifying this corridor as either very or somewhat important.

In an effort to identify potential priorities for the four trail corridors from the previous question, respondents were asked to use the same list of four corridors and rank their preferred priority for each. Respondents overwhelmingly reiterated the priority of a Redmond to Deschutes River corridor, with a majority (58%) listing it as the top priority. A connection between Redmond and Smith Rock ranked second, and a connection from Tetherow Crossing to Cline Falls ranked third.

Figure 22. Priority of Certain Trail Corridor Development Options



Trends in Playgrounds

Redmond area residents strongly value their parks and recreation facilities and park playgrounds are an important element in outdoor recreation. Reported in Landscape Architect magazine, the top five playground industry trends for 2021 were compiled from data and feedback from parks professionals, landscape architects, and educators.

1. **Inclusive Playgrounds**, increasingly popular over the last few years, have been evolving beyond meeting basic ADA guidelines. Designers are seeking to expand accessible playground equipment, consider multi-generational play, and leverage inclusive play to help overcome societal barriers.
2. **Rope-based Playgrounds**, climbers and playground nets provide a technique for working around natural environments and unusual topography. Their flexibility in placement offers more options for connecting with the landscape rather than working around difficult topography.
3. **Outdoor Fitness** has increased importance during the COVID-19 pandemic as many gyms and indoor fitness centers closed and forced more people to seek outdoor options. Outdoor fitness spaces are being increasingly integrated into park and trail designs to encourage health and physical fitness for all ages.
4. **Outdoor Learning** has been implemented during the pandemic to replace or supplement indoor classrooms. Outdoor classrooms can encourage activity in children to counteract the reduction in recess time due to hybrid class schedules and remote learning. Seating, tables, shelters, hand sanitizer stations and other outdoor products are helping create outdoor classrooms.
5. **Human-powered Play** engages users to provide physical energy to “power-up” the activity, such as turning a handle, pressing foot pedals, rotating wheels. These products often relate to sensory experiences like lights and music, story-telling, or social games.

Spurred on by the social distancing of the pandemic, these five trends in playground design and development point to more human-to-human interactions that reinforce the value of social connections, even in a physically distanced environment.



Respondents were asked to describe one thing that they would like to see RAPRD do to improve parks, facilities, and/or recreation programs. While respondents provided nearly 120 specific comments and ideas, a few themes emerged:

- The highest frequency comments related to opening the new facility, making improvements at the High Desert Sports Complex (e.g., additional parking, field improvements), trails, communication, volleyball courts, and ongoing maintenance.
- Respondents expressed interest in seeing the new recreation center completed and capacity for additional programming.
- Respondents would like to see continued investment in maintenance and staffing of existing facilities, with some comments stressing the need to focus on taking care of what you already have before expanding into new program areas.
- Several respondents offered interest in focusing on youth and teen activities and amenities, expanded adult sports and options for 'free agent' coordination, and programs for those with special needs.

Open House

During the May 2025 open house, participants commented on potential projects and shared ideas by writing on sticky notes and using dots to identify priority amenities and improvements. The following represent the highlights from the open house related to parks, trails and outdoor recreation.

Investment amenities of interest (dot exercise):

- 9 - Outdoor splash pad/water spray park
- 7 - Trails to/along the Deschutes River
- 5 - Sport complex upgrades
- 3 - Sand/beach volleyball
- 3 - Dog park with amenities (path, shelter, etc.)
- 3 - Exercise stations
- 2 - Pickleball courts
- 1 - Additional sport courts

Other Comments:

- Consider a dog agility course and dog-friendly trails
- Provide better communication regarding who manages which property
- Collaborate with the City, Deschutes County, State Parks, etc. on future efforts

Recent City of Redmond Engagement

In 2024, the City of Redmond initiated an update to its Parks Master Plan, which included substantial community engagement and outreach. Highlights from that process can add additional light to the broader recreational needs for the Redmond community and are noted below.

Survey

- Respondents identified acquiring large pieces of land for larger community parks and expanding trail opportunities as top priorities.
- More than three quarters of respondents placed a high or top priority on seeing more hiking trails in natural open spaces and walking trails in parks.
- Respondents identified a need for safer, more interconnected walking and biking routes, including paved and unpaved trails, for walking, running, hiking, cycling, and mountain biking.
- Respondents emphasized a desire for more inclusive and varied recreational options for all age groups. There is a strong demand for activities geared towards teenagers, suggesting facilities such as a skate park, climbing wall, and courts for various sports to provide safe and active hangout spaces.
- Comments also highlight the need for shaded areas and shelters to make parks more comfortable for gatherings and events in all weather conditions.

Other Outreach

The City of Redmond hosted two open house meetings, three focus group discussions, and in-person tabling events to gather community feedback and identify suggestions for park system enhancements. The following highlights the suggestions that were offered:

- Acquire more land for active use park needs (i.e., sports fields & courts, spray pads, etc.) and more natural areas.
- Developing new parks, such as the Pershall property, additional neighborhood parks, and more dog parks.
- Conduct more restoration to natural spaces, and utilize volunteers for additional planting and stewardship efforts.
- Increase connectivity between parks and to Dry Canyon, especially for improved east/west connections and more, better and accessible access into Dry Canyon.
- Improve education and information about bike etiquette, and aim to reduce concerns about e-bike conflicts with other trail users.
- Add and improve amenities, such as adding benches, shade, and restrooms.

Park Conditions Assessment

The overall condition of park infrastructure and amenities is one measure of park adequacy and assurance of public safety. Proper stewardship of park infrastructure requires developing a long-term maintenance and capital plan to ensure the safety of park users that aligns with community needs and allocates limited funding resources properly. General park infrastructure include walkways, parking lots, restrooms, drainage and irrigation, lighting systems and vegetation. Amenities include picnic shelters, play equipment, site furnishings, sports courts, sports fields and other recreational assets. Deferred maintenance over a long time period can result in unusable amenities when perceived as unsafe or undesirable by park patrons. Compliance with the Americans with Disabilities Act (ADA) guidelines also provide a measure of acceptable condition.

The current conditions of the RAPRD park system were assessed to identify existing site maintenance issues and opportunities for future capital improvements. In late August 2024, the consulting landscape architect conducted site visits to all the park, open space and facilities owned and/or managed by the District. These site visits provided visual observations of current conditions throughout the park system. The park assessment includes a discussion of specific local needs with consideration given to existing District park infrastructure. Assessments are documented for each individual park facility, features and amenities are rated based on visible condition (good, fair or poor) and a matrix of all sites with their ratings is created to help visualize system-wide considerations.

The assessment included walkways, parking lots, park furniture, vegetation, and other amenities. The following conditions assessment matrix (Figure 23) summarizes the results of these assessments. These inform developing project prioritization strategies for park improvements, identifying funding strategies, and updating the ten-year Park Capital Improvement Plan. Park amenity conditions were also averaged across park elements to indicate which types of elements are in greater need for significant upgrades, renovations or overall improvements.

The matrix on the following page indicates the types of amenities within each park facility, and park infrastructure and amenities are rated based on the following scale:

-  **1 – Good Condition:** Generally, amenities in ‘good’ condition offer full functionality and do not need repairs. Good facilities have playable sports surfaces and equipment, working fixtures, and fully intact safety features (railings, fences, etc.). Good facilities may have minor cosmetic defects and encourage area residents to use the park.
-  **2 – Fair:** In general, amenities in ‘fair’ condition are mainly functional, but need minor or moderate repairs. Fair facilities have play surfaces, equipment, fixtures, and safety features that are operational and allow play, but have deficiencies or periods where they are unusable. Fair facilities remain essential amenities for the community but may slightly discourage the use of the park by residents given the current condition.
-  **3 – Poor:** In general, amenities in ‘poor’ condition are largely or completely unusable. They need significant repairs to be functional. Some examples include athletic fields that are too uneven for ball games, irreparably broken features, buildings that need structural retrofitting, etc. Poor facilities discourage residents from using the park and may present safety issues if left open or operational.

Good conditions should be the goal for the management and stewardship of park facilities. Where infrastructure or amenities are rated as ‘fair,’ strategies should be developed for repair or restoration. Park features, structures, amenities, or landscapes rated as ‘poor’ should receive immediate attention and be prioritized for near-term maintenance, capital repairs, or a new capital project. Facilities in poor condition should also be evaluated and taken out of operation if they are deemed unsafe.

Figure 23. Park Site Conditions Assessment Matrix

Site Name	Acres	Park Site Average	Recreation Amenities								Site Amenities				Park Structures				Vegetation				ADA	
			Aquatic Facility	Playgrounds	Sports Courts	Baseball / Softball Fields	Pathways / Trails	Waterfront	BMX Track	Other Rec Amenity	Site Furnishings	Lighting (Y/N)	Signage	Parking Areas	Restrooms	Picnic Shelters	Kiosks	Shore Launch	Concession Building	Natural Turfgrass	Park Trees	Landscaped Beds	Natural Areas	ADA Compliance
PARKS & FACILITIES																								
Cascade Swim Center	2.59	1.5	2	-	2	-	1	-	-	-	2	Y	1	1	-	-	-	-	1	2	-	-	2	
High Desert Sports Complex	39.79	1.5	-	1	2	2	2	-	1	1	2	-	2	2	1	1	-	-	2	1	1	-	-	2
Borden Beck Wildlife Preserve	23.22	1.9	-	-	-	-	-	2	-	-	2	N	1	2	2	-	-	-	-	-	-	1	3	
Pleasant Ridge Community Hall	1.02	1.7	-	-	-	-	-	-	-	-	-	Y	1	2	-	-	-	-	-	-	-	-	2	
The Hub Recreation Center	10.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tetherow Crossing Park	9.80	1.9	-	-	-	-	-	2	-	-	2	N	1	2	2	-	-	-	-	-	-	1	3	
NE Walnut Drive - East	2.52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
NE Walnut Drive - West	10.78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SW 39th St (3 lots -Majestic Ridge)	3.67	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Average:		1.7	2.0	1.0	2.0	2.0	1.5	2.0	1.0	1.0	2.0	-	1.2	1.8	1.7	1.0	-	-	2.0	1.0	1.5	-	1.0	2.4

Park Conditions Summary

Beyond the individual park facilities, the following summaries offer highlights from park conditions observations as well as some suggestions for improvement and upgrade considerations. More detailed notes are provided within each park summary noted in the previous chapter.

Infrastructure

Park Structures

The park conditions assessment does not include architectural or engineering evaluations of existing park buildings. However, general observations may include signs of aging, barriers to access, and appearance. As part of an overall asset management program, park buildings (restrooms, concessions and picnic shelters) could be tracked by age and repairs, in addition to regular inspections and monitoring to help plan for eventual replacement in capital improvement planning.

Parking

Parking areas provide valuable first impressions for park visitors. A well-defined parking area can offer clear access and communicate the distinction between travel lanes and parking stalls. The gravel parking areas associated with the High Desert Sports Complex have a crushed stone surface with delineation provided by old telephone poles. Paving and delineating parking spaces with painted lines could ensure more efficient use of parking area to accommodate vehicles.

Parking areas for the two natural areas, Tetherow Crossing and Borden Beck, could remain as crushed rock surfacing to allow some permeability. The addition of wheel stops, spaced as parking stalls, could direct drivers to 'spaces' for aligning their parked vehicles.

Pathways, Trails & Pavement

In many outdoor park situations, paved pathways provide universal access to recreation amenities to ensure ADA compliance and all-weather walking surfaces. Older park facilities often lack connections

between sports courts, sports fields, playgrounds and other amenities. As improvements are planned for the High Desert Sports Complex, as well as the Tetherow Crossing and Borden Beck Natural Areas, consideration should be given to where improved access should be provided through the addition of paved pathways. Also, the High Desert Sports Complex serves as a trailhead for access into the county-owned Radlands, which offers 8-10 miles of biking/hiking trails and about 9 miles of equestrian trails. The trailhead provides a kiosk with a trail map, dog waste bag dispenser, trash can and portable toilet.

Amenities

Site Furnishings

Benches, picnic tables, covered picnic shelters, drinking fountains, bike racks, and trash and recycling receptacles are common site furnishings provided in public parks. In RAPRD's park system, these site furnishings are limited and somewhat diverse. Furnishings were not always ADA-compliant or on accessible routes.

For future park improvements and prior to implementing new master plans for undeveloped parks, it would be beneficial to have a standard design, style and color for benches, picnic tables, etc. Future park improvements could standardized to create unity and simplify future replacements and additions.

Benches that provide universal access should be located on accessible routes, provide backs and armrests and offer an extra space to the side of the bench as a 'companion seating' space. Picnic tables on accessible routes should have seating spaces that allow room for a wheelchair to pull forward comfortably to join their group at the table. Drinking fountains should be provided on accessible routes with easy-to-reach buttons and spouts. Trash receptacles and dog waste bag dispensers should be along accessible routes within easy reach of an individual in a wheelchair or using a cane or walker. Across the park system, the degree of accessibility varies, especially where tables and benches are out in grass lawn areas and not on accessible routes. The general recommendation for provision of site furnishings is to provide at least 50% of benches, tables, etc. that are fully ADA-compliant.

Play Equipment

The play equipment at the High Desert Sports Complex was installed several years ago, and some parts are showing signs of wear. The need for playground replacements should be based on existing conditions, as well as predicted by charting past installation dates and planning for complete replacements when the assets have reached their expected lifespan. Regular monitoring by certified playground equipment inspectors should help to indicate if and when specific play equipment should be scheduled for replacement.

Access to playground areas was not completely barrier-free. Several play areas contained timbers or edging that created ADA barriers from park pathway pavement to the lower safety surfacing of the playground. The drop-off edges varied, exceeding the maximum 1/2-inch tolerance.

Play Safety Surfacing

Some areas of the playground at High Desert Sports Complex appeared to have compromised wood fiber surfacing. Where surface drainage runs into a play area, sediments can build up and limit the resilience of the wood fiber buoyancy. Organic debris from nearby trees can build up and fill the voids in the wood fiber depth. Regular inspections should be conducted to ensure the play safety surfacing meets the ASTM standards for the provision of fall safety.

Sport Fields & Courts

Ballfields always require higher levels of turf management than general use grass lawn areas. The sports fields at High Desert Sports Complex appeared in good condition. Overuse during wet, fall conditions by soccer programming can create a challenge to maintaining good turf conditions for ballfield use in the spring.

The basketball court at the Cascade Swim Center is in poor condition with significant cracking on the paved surface to inhibit effective play. The basketball court at the High Desert Sports Complex lacks an accessible route. The sand volleyball courts at the Cascade Swim Center appeared in payable condition despite lacking an ADA-accessible route to the courts.

At the High Desert Sports Complex fields, the bleachers did not have safety railings. The International Building Code (IBC) requires safety rails on any bleacher seating with two or more tiers. These bleachers should be retrofitted with safety railings.

Landscape / Environment

Natural Areas

RAPRD's two natural areas along the Deschutes River provide important access to the water. Currently, there is not a 'developed' access route to the riverfront for recreational use at either Tetherow or Borden Beck. Many user-defined pathways weave through cattails and other riparian vegetation to gain access to the river's edge. To manage this rogue path-making activity, RAPRD could determine the best locations for sanctioned riverfront access and develop appropriate pathways and amenities to guide public use along the riverfront.

A stewardship plan could carefully define and delineate areas for public access, restoration and preservation and establish standards of care and management practices for both staff and volunteers.

Natural Turfgrass

Turf grass management appears to be managed adequately to maintain sport fields and open mown grass areas within parks. Grass playing fields for organized sports require a higher level of maintenance and expected quality to ensure safe and continual team play during the baseball, softball, soccer and lacrosse seasons. Typically, these athletic fields with natural grass must be fertilized and mown more often than typical open grass areas in public parks.

Park standards can be established that specifically identify the tolerance for weed growth within natural grass sports fields and the approved methods for weed control in the public arena. Timing and notification methods should also be incorporated into adopted park standards to ensure safe application and public use.

ADA Compliance

As with many older parks, some architectural barriers were present in the park system. Updating and providing ADA accessibility and compliance with federal guidelines should be part of a regular capital repair schedule to ensure the reasonable access on older pavements, parking, playgrounds, picnic amenities, restrooms and recreational elements. The RAPRD park system has a few ADA compliance issues with non-ADA complaint benches and picnic tables lacking accessible routes.

Standards for park furnishing such as benches, picnic tables, drinking fountains, bike racks, trash

receptacles and other common amenities used throughout the park system can be instrumental in assuring consistent ADA compliance and streamlined maintenance and repairs. RAPRD will want to develop an ADA Compliance Checklist to identify and prioritize these deficiencies and develop a methodology for bringing all their facilities into compliance.

Other Site Management Considerations

Natural Area Stewardship

Open space and preserved natural areas play critical roles in supporting healthy, well-functioning ecosystems. Many benefits are provided by protected open space, including maintaining air and water quality, mitigating impacts of climate change, capturing stormwater runoff, and providing recreational and scenic opportunities to connect with nature that promote physical and mental well-being.

The greater Redmond community is fortunate to have access to significant natural areas across the district. Approximately half of the land with RAPRD's boundary is public land, including federal, state, county and city lands – much of which is available for outdoor recreation. These open space lands are managed to preserve, conserve and maintain the health of public lands, native vegetation, and wildlife habitat, while also accommodating recreational uses. Open space properties are primarily left in their natural form, and they may include trails, wildlife viewing, or interpretive signs, along with modest support amenities such as parking or restrooms (as appropriate and feasible).

The future of parks as enabling local natural resource stewardship continues to gain traction. As the NRPA states, "Parks and public lands serve an essential role in preserving natural resources and wildlife habitats, protecting clean water and clean air, and providing open space for current and future generations." The following trends can be proactively integrated into future site management.

"Rewilding": Rewilding is an ecological strategy that helps rebuild wildlife populations by restoring wildlife habitats that goes beyond planting native plant species in park landscapes. Rewilding, with

tactics such as “pollinator” gardens, urges a new kind of ethic to conserve and protect nature, while reducing the local developed ecological footprint. Parks can host significant rewilding areas within their boundaries by supporting and maintaining more natural plant communities without losing outdoor recreational values and function.

Native Wildlife: Recent studies in conservation news have revealed an ongoing global biodiversity crisis. This has occurred in tandem with news about the climate change emergency that threatens biodiversity and an increased rate of species extinction. Parks play an important role in preserving and restoring native plant species and native wildlife communities by intentionally focusing on planting and replanting landscapes with native plant species that provide critical roles as habitat and food sources in the local ecosystem and its biodiversity.

Climate Resiliency: Large canopy trees, native landscapes, green infrastructure, and other applications of ecological landscape tactics can contribute to mitigating, to some degree, the negative impacts of climate changes. Parks play a role in advancing climate resiliency if planned and planted to accommodate for the future with limited disruption to the park system’s functions.

Park Enhancements & Upgrades

High Desert Sports Complex

The District’s largest park, High Desert Sports Complex, also includes the widest variety of recreation elements for any single site within the District’s management. Future investments to this park will be critical to improve the user’s experience and expand both the capacity and utilization of the park.

As noted in the City of Redmond’s draft Parks Master Plan, existing and popular sport programs in the Redmond area outstrip the capacity of current fields. While the layout and quantity of the fields at the High Desert Sports Complex is good and supports local field demand, the condition and year-round usability of the fields are less than optimal. Feedback from the open house and community survey indicate a public interest for field upgrades for better playability and player safety, as well as general site improvements such as organized, paved

parking. Upgrades to this complex should be the next priority for the District after the completion of phase-I of the new recreation center and should include the following:

- Sport field renovations to include re-grading, re-seeding, lighting, irrigation improvements and synthetic turf installation
- Parking lot upgrades (paving, striping) and expansion if feasible
- New bleachers, benches and picnic tables
- ADA-compliance upgrades for improved accessibility to outdoor recreation elements (fields, benches, tables, etc.)
- Park identification sign

For many years, the greater Redmond community has benefited from a cooperative relationship between the City, RAPRD, and the Redmond School District. This partnership has been a critical component of meeting field sport needs within Redmond. Going forward, the District should continue to work closely with the City of Redmond and the Redmond School District to actively explore opportunities for greater joint use and development of facilities. Agreements between these agencies should identify opportunities and define responsibilities regarding field planning, acquisition, development, improvement, maintenance and operations; as well as clarify scheduling, decision-making and revenue sharing objectives.

Potential Site Design Concepts

The following concept sketches were prepared with the intent only to represent potential amenities to consider – consistent with the size and programming capacity of each site and do not represent specific recommendations. The District will conduct additional public outreach to prepare community-based site master plans for each property to determine the ultimate mix of amenities and site development to align the designs with the public’s needs. Once master plans have been adopted, phased park development should be planned as part of the capital facilities program.



PLEASE improve the sports complex facility grounds! Kids are playing soccer on pitted, lumpy, rocky fields. The grass is either nonexistent or in terrible shape. The fields are in desperate need of better care.”

- Survey respondent

Tetherow Crossing

Tetherow Crossing is the site of the oldest standing house in Deschutes County and the site of an early pioneer cable ferry crossing. An important public parkland with access to the Deschutes River, Tetherow Crossing is situated along the Deschutes Paddle Trail in the segment between Borden Beck and Twin Bridges. The Upper Deschutes River is both a National Wild & Scenic River, as well as an Oregon Scenic Waterway. Generally, this section of the Deschutes River can be paddled from October through April. Flows are lower in the summer months when waters are more hospitable for wading and swimming.

In 2018, the District commissioned an architectural and design process to renovate and upgrade the historic Tetherow homestead for use as a public facility. Considerations for the future of the historic house, its renovation and potential adaptive re-use are part of the park design concepts that follow. The primary goals for developing this park include improving access, formalizing pathways, providing better picnicking and group accommodations, upgrading for a restroom, and accelerating natural restoration.

The potential to enhance the outdoor recreational opportunities at Tetherow Crossing, in conjunction with continued habitat restoration along the

Deschutes River, informed three different approaches for future improvements. The three concepts are similar in that they all provide defined and delineated access to the riverfront and offer a picnic pavilion with restrooms. These basic amenities can support environmental programming for groups or family and individual park visitation. Additionally, a proposed 'official' trail alignment through the upland would help manage user-generated pathways that may disrupt restoration efforts. A new interpretive kiosk and picnic tables support park use, while the reduced mown lawn area allows for more native habitat to support wildlife and wildlife viewing. Each concept has a difference amount of restoration areas and different delineations for reduced mown lawn areas.

The three concepts differ in their approach to possible treatment of the river's edge and how improved shore access could support water-based activities. One concept (A) offers both a fishing platform (for ADA accessibility and/or young fish folk); another concept (B) provides a shore launch amenity that allows watercraft use or simply stable walk-in access; the third approach (C) is more minimal with some reinforcement to the river edge to allow foot access without triggering bank erosion.

Figure 24. Tetherow Concept A



- Historic house restoration
- Pathways to riverfront
- Riverfront access: fishing platform & shore launch
- Pavillion w/ restrooms
- Trail thru upland
- New interpretive kiosk
- Picnic tables
- Reduced lawn area (some)
- Riparian habitat expansion

Figure 25. Tetherow Concept B



- Historic house restoration
- Pathway to riverfront
- Riverfront access: shore launch
- Pavillion w/ restrooms
- Trail thru upland
- New interpretive kiosk
- Picnic tables
- Reduced lawn area (more)
- Riparian habitat expansion

Figure 26. Tetherow Concept C



- Historic house removal
- Pathway to riverfront
- Riverfront access: 'armored' beach
- Pavillion w/ restrooms
- Trail thru upland
- New interpretive kiosk
- Picnic tables
- Reduced lawn area (most)
- Riparian habitat expansion

NE Walnut Avenue – West

This is a small, 2.5 acre, undeveloped site in the Lake Park Estates subdivision along NE Walnut Drive in unincorporated Deschutes County. The site could be improved as a neighborhood park to serve residents of this area northeast of Redmond; however access improvements for the general public and perceived impacts to adjacent neighbors might cloud the future development potential of this site. Two concept sketches provide different approaches for the site.

Passive Concept

A somewhat passive approach to conceptual park improvements could include parking, a small picnic shelter, picnic tables, a playground, a skate spot, a loop trail and restroom. The property would also be enhanced with native tree plantings, wetland enhancements and native habitat improvements.

Modest Sport Concept

A more active approach to creating a public park could include parking, a small picnic shelter, picnic tables, a playground, a skate spot, a loop trail, restroom, sport court, exercise stations and benches. To further improve the value of the park, the addition of native tree plantings, wetland enhancements, native habitat would enhance the park environment for visitors.

Figure 27. NE Walnut Avenue (West) Passive Concept

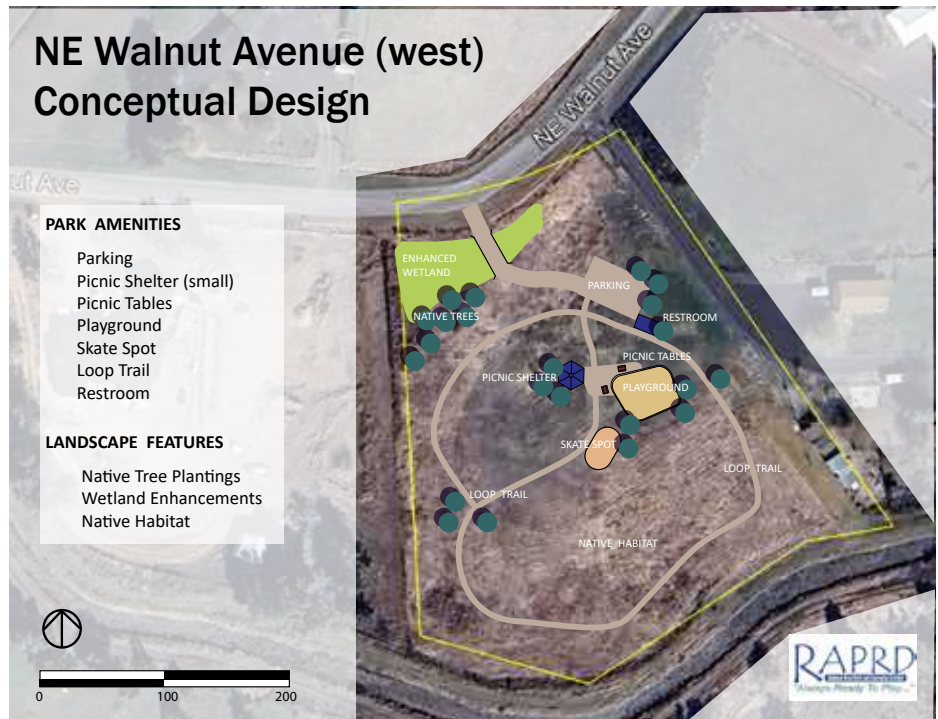


Figure 28. NE Walnut Avenue (West) Modest Sport Concept



NE Walnut Avenue – East

The District owns a second, larger (10.7 acres) parcel in the Lake Park Estates subdivision along NE Walnut Drive. A single concept sketch for this drier site could provide for a moderate, high desert neighborhood park with parking, a small picnic shelter, picnic tables, a playground, a skate spot, loop trail and vault toilet. The property would also be enhanced with native tree plantings and native habitat improvements.

Other Enhancements

Borden Beck Wildlife Preserve

Modest improvements to the Preserve should be considered to include parking and entry upgrades for ADA compliance, a small picnic shelter with pathway, picnic tables, benches and improved riverfront access. These improvements could support on-going and future naturalist/environmental programming.

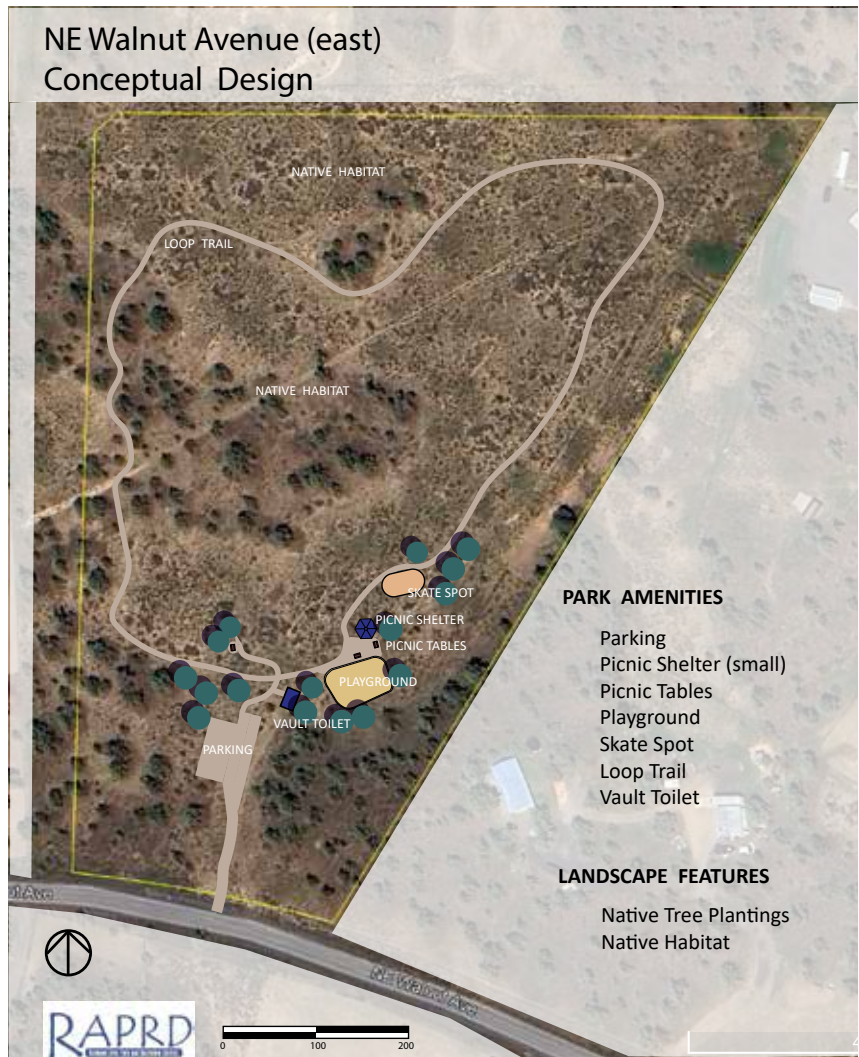
SW 39th Street (Majestic Ridge)

The use of the District's three parcels along SW 39th Street should be re-evaluated for low-impact recreation. One potential option could include the installation of community gardens, and this would necessitate vehicular access, parking and water service to support the use. Another option is to consider leasing or deeding some of the land to the City for development as an off-leash dog park to serve southwest Redmond. Also, any improvements that are considered need BPA approval due to their easement.

Pleasant Ridge Community Hall

Although this is a minor facility and event space, site improvements could include delineating parking spaces with painted lines to ensure a more efficient use of the parking area, if more capacity is needed. Periodic upgrades and refurbishment of the interior and exterior of the building should be considered

Figure 29. NE Walnut Avenue (East) Concept



over time to keep the building looking fresh and potentially improve its utilization.

Terrebonne

To better serve District residents north of Redmond, RAPRD should consider acquiring and developing a neighborhood park in Terrebonne. Newer residential development has not included new public parks, and the Terrebonne Community School is the only recreation facility in the hamlet, which include the school playground and an under-sized sport field. A future park for this area could be two to four acres in size to accommodate a suite of traditional neighborhood park elements, such as an all-ages playground, bouldering features, group picnic shelter, sport courts and open lawn areas.

Recreational Trails

Trails and paths provide people with valuable links between neighborhoods, parks, schools and other destinations. Expanding trail system connections was identified as one of the priorities during the community engagement process, and, in the community survey, a trail corridor connecting Redmond to the Deschutes River had the strongest support, with 78% of respondents identifying this corridor as either very or somewhat important. Continued investments in and coordination for trails will be essential to maintaining a healthy and livable community by enhancing walking and biking opportunities and promoting alternatives to vehicle use.

Trail Trends

Walking and hiking remain the most popular recreational activities both nationally and regionally. Over the past decade, national recreation studies have consistently ranked walking and hiking as the top forms of outdoor recreation (see Appendix D for summaries of recreation trends). The 2019 COVID pandemic significantly impacted outdoor recreation, with trail use surging as many people turned to walking and bicycling for their daily exercise. This shift led to increased usage and crowded trailhead parking, challenging local and regional park agencies.

According to the 2023 Outdoor Participation Trends report by the Outdoor Foundation, hiking is the most popular outdoor activity, with 881,000 new hikers in 2022. Hiking is considered a “gateway activity” that encourages participation in other outdoor recreation activities. Running boasts the highest average outings per runner (54 per year), and biking saw an annual growth of 22.9%, with 54.7 million cyclists across all categories (road, BMX, mountain). Notably, participation among seniors (65 and older) in outdoor activities grew by 16.8% between 2019 and 2021. Trails are essential infrastructure for these and other outdoor activities.

The annual study from the National Recreation and Parks Association of how Americans use their parks determined that people who live near parks and recreation facilities are more likely to arrive at that park by walking, biking or running, with walking being the most common method of transport.

Additionally, with the rapid increase in electric-assist mobility devices and the potential for user conflicts due to increased speeds, RAPRD should stay

informed on best management practices to ensure safety for all trail users and promote trail etiquette on any future multi-use or shared-use pathways or trails.

Trail Types

Recreational trail classification system are usually designed around a tiered network comprising three primary trail categories: Multi-use pathways, Connector, and Park/Local Trails. Each category serves a distinct purpose and caters to varying levels of use, which dictates the trail width, material, and recommended support facilities. While RAPRD properties do not yet have enough distinct trail types to warrant a classification system, the following categories may be useful in determining the scale of future trail projects and for coordination with other regional agencies for long-range trail planning.

Multi-Use Pathways

Multi-use pathways are paved and separated from streets and are designed for both walking and bicycling. These routes form the backbone of a trail network, providing long-distance routes that connect significant community destinations. These trails are designed for high-intensity use and to accommodate various activities, including walking, running, cycling, and commuters. Where space allows, corridors with high usage may be developed with redundant paths to separate people walking from people biking. The paths for people walking or running may be unpaved depending on the intended use.

- **Wider Paths:** Regional trails often have 12 feet or more widths to support multiple users simultaneously.
- **Durable Surfaces:** Paved surfaces to withstand heavy traffic and accommodate all-weather use. Boardwalks, elevated spans, or other appropriate surfacing to traverse sensitive areas.
- **Support Facilities:** Ample amenities such as restrooms, water stations, seating areas, and informative signage to enhance user experience and safety.

Connector Trails

Connector trails serve as vital links between multi-use pathways, parks, neighborhoods, and other points of interest. These trails support moderate to high usage and are crucial for creating a cohesive network. Key characteristics include:

- **Moderate Width:** Typically, 8-12 feet to balance usability and environmental impact.
- **Varied Surfaces:** Depending on the surrounding

environment and anticipated use, surfaces may range from paved to compacted gravel. Stable surfaces accommodate strollers/wheeled access even if not fully ADA compliant. Boardwalks, elevated spans, or other appropriate surfacing to traverse sensitive areas.

- **Basic Facilities:** Essential amenities include benches, directional signs, and occasional restrooms or water fountains.

Park Trails

Park trails are designed for more localized, lower-intensity use within parks and community areas. These trails prioritize accessibility and recreational enjoyment for residents and visitors, featuring:

- **Narrower Paths:** Usually 4-8 feet wide, sufficient for walkers, runners, and casual cyclists.
- **Soft or Natural Surfaces:** Including dirt, mulch, or grass to blend seamlessly with the natural surroundings.
- **Minimal Facilities:** Focus on maintaining the natural environment, with limited but essential amenities such as benches and waste disposal stations.

The integration of these trail categories will ensure a comprehensive and interconnected trail network that accommodates various recreational needs and enhances the overall accessibility of the District's outdoor spaces. This tiered approach also supports a wide range of activities and promotes sustainable use and sensitivity to natural resources. The strategic development and maintenance of additional trails are essential for fostering community health, recreation, and environmental stewardship.

Trail Planning

Regional Coordination & Facilitation

Achieving future recreational trail connections will require coordination between multiple partners and with transportation improvements and land development. The City of Redmond, Deschutes County and state agencies have been involved and continue to lead in the long-term planning for improved and expanded bikeways and trails serving the greater Redmond area. Although RAPRD is a minor land holder regarding District properties to contain substantial on-site trails, the District manages numerous sites that are significant destinations along trail corridors and for future trail system planning.

As such, this Plan recommends that RAPRD should engage as a facilitator and advocate for Redmond area trail corridor planning, which could include supporting the acquisition of trail easements or access rights. The District should continue to coordinate with the City, County, State, irrigation districts, and area partners to consider and future opportunities for regional trail connections linking across Redmond to RAPRD facilities and to other communities or destinations (e.g., Terrebonne, Smith Rock, Cline Falls).

The following summarizes some of the ongoing trail corridor planning projects serving the Redmond area. Map 2 on the following page illustrates potential trail corridors for consideration as a reference point, which will require additional site-level assessments and more detailed planning.

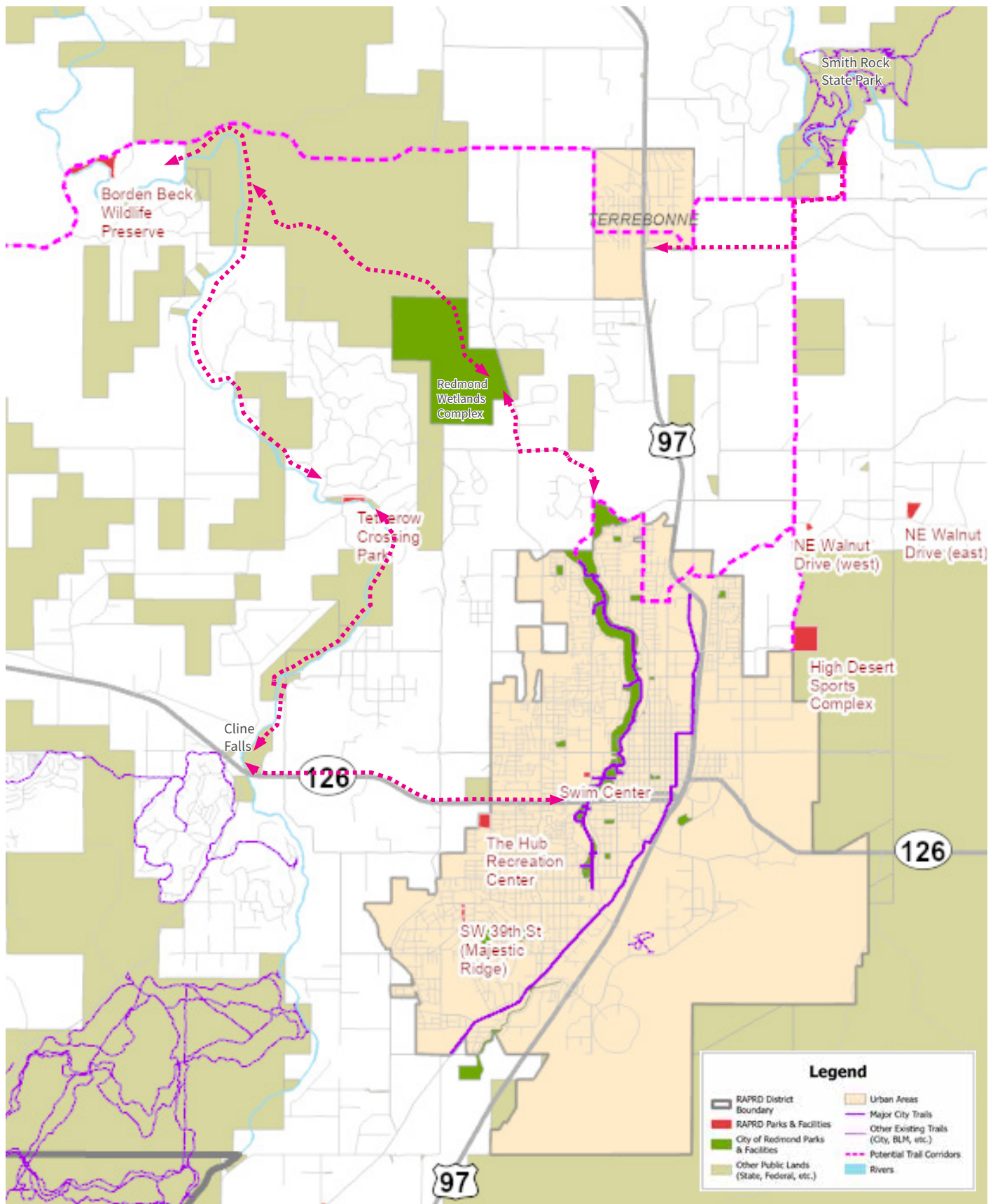
The City of Redmond Transportation System Plan (2020) includes a planned, 1.2 mile multi-use path along SW 35th St between SW Quartz Avenue and W Antler Avenue that would enhance non-motorized access to the new recreation center.

The Oregon Parks and Recreation Department identified the Sisters to Smith Rock Bikeway, a segment of the Three Sisters Regional Bikeway, that will run through Redmond and connect Smith Rock and Sisters. This route would be part of the Oregon Scenic Bikeways larger network of Central Oregon regional trails that would connect Redmond with La Pine, Sunriver, Bend, Sisters, and Terrebonne. The alignment follows Lower Bridge Way and directly connects to the Borden Beck Wildlife Preserve.

Additionally, the proposed Redmond section of the Three Sisters Regional Bikeway would travel northeast out of Redmond city limits along NE King Way. The alignment would pass less than one mile from the High Desert Sports Complex, and a spur connection could be considered along NE Negus Way.

Deschutes County Transportation System Plan reflects the County's continued commitment to coordinating transportation and land use planning within Central Oregon. With regard to bicycle system planning, the County TSP states the following:

The Redmond Area Park and Recreation District (RAPRD) also provides access to trails and facilities outside of the Redmond City Limits, including those in Terrebonne and Tumalo and the Borden Beck Wildlife Preserve. As part of TSP implementation, the County will coordinate with RAPRD on the need for and timing of new



Map 2: Conceptual Recreational Trail System

trails outside of the Redmond City Limits.

As part of TSP implementation, the County will coordinate with BPRD, RAPRD, the La Pine Park and Recreation District, and the Sisters Park and Recreation District on the planning for and timing of new trails outside of city limits. It is important to note that not all County roadways are currently or will be designed to provide roadside parking for trailhead users within the County. The County will work with each of these parks and recreation districts to identify appropriate locations in the future to provide safe access for trail users as well as to roadway users not accessing the parks/trails.

Additionally, specific trail alignments must be determined through a site plan engineering and review process that considers appropriate trail design characteristics in conjunction with natural resource sensitivities, as well as applicability for universal access. Trails are built infrastructure and often involve some grading, soil displacement, potential vegetation removal, and improvements for trailheads and access. While trails can be designed for minimal environmental impact, their alignment and design require site-specific solutions that balance the intended purpose of the trail with meeting applicable land use and environmental codes and regulations.

Acquisitions & Development for Trail Connections

Additional trail connections are needed to link destinations and promote walkability and healthier lifestyles. The City should partner, act as a land bank and/or actively pursue the acquisition of easements, corridors and parcels to create comprehensive linkages for the greater Redmond area's recreational trail system. Coordination between parks and transportation funding sources is essential for planning the most appropriate links. The District also should aim to implement ADA guidelines for trails where reasonable.

Trail System Signage

As the trail network grows, it is recommended that detailed trail signage standards, wayfinding signage for trails and associated facilities, and informational maps and materials identifying existing and planned trail facilities, be designed and implemented to improve user experiences. This signage system could be coordinated with park signage styles, colors, fonts and materials to provide a uniform look to RAPRD's public spaces.

Enhanced signage and consistent brand identification can significantly increase awareness of recreational opportunities for residents and visitors. A coordinated signage system is essential for facilitating a successful trail network. This system should inform, orient, and educate users about the trail system and appropriate trail etiquette. A comprehensive and consistent signage system includes:

- **Directional and Regulatory Signs:** Clearly indicate directions and regulatory information to ensure user safety and compliance with trail rules.
- **Trail User Etiquette and Hierarchy Signs:** Educate users on proper trail behavior and right-of-way practices to promote safety and courtesy among different trail users.
- **Continuous Route Signage:** Provide route identification and wayfinding to help users navigate the trail network seamlessly.
- **Mileage Markers:** Display periodic information regarding distances to areas of interest, helping users gauge their progress and plan their trips.
- **Warning Signs:** Alert users to upcoming trail transitions, potential conflicts with motor vehicles, and other hazards to ensure safety.
- **Interpretive Information:** Offer educational content about the ecological, historical, and cultural features along the trails, enhancing the user experience.
- **QR Codes:** Provide links to additional information and resources, allowing users to access more detailed content via smartphones.

Chapter 6

GOALS & OBJECTIVES

The goals and objectives described in the following section define the park and recreation services that the Redmond Area Park and Recreation District aims to achieve based on the needs within the local community and the trends developing in the region.

These goals and objectives follow from the foundation established in the past operations of RAPRD, the feedback from the community, stakeholders and staff during this planning update process as well as the District's vision for future recreation services. The District's mission statement provides the overarching direction for the District while the goals and objectives focus the efforts towards tangible parks and recreation achievements.

Mission Statement:

"The mission of the Redmond Area Park and Recreation District is to lead our community to health and well-being by providing fun, high-quality recreational experiences and activities for all."

The demand for quality park and recreation services continues to grow in the Redmond region. The District provides professional leadership in the provision of recreation services that complement city and school district services.

For each of the listed objectives, a leadership or facilitation role has been suggested to assign the degree of involvement and commitment to be pursued by RAPRD's professional staff and Board members. Leadership roles dictate a primary responsibility for action by the District, while facilitation suggests more of a partnership and coordination responsibility.

Also, these goals align with the National Recreation and Parks Association's Three Pillars, which are foundational concepts adopted by the national organization and help frame recreation advocacy at the national level. These core values (below) are crucial to improving the quality of life for all Americans by inspiring the protection of natural resources, increasing opportunities for physical activity and healthy eating, and empowering citizens to improve the livability of their communities.

NRPA's Three Pillars:

- Conservation – Public parks are critical to preserving communities' natural resources and wildlife habitats, which offer significant social and economic benefits.
- Health and Wellness – Park and recreation departments lead the nation in improving the overall health and wellness of citizens, and fighting obesity.
- Social Equity – Universal access to public parks and recreation is fundamental to all, not just a privilege for a few.





RECREATION PROGRAMS & FACILITIES

Goal 1: Offer and improve healthy lifestyle choices and opportunities through park and recreation facilities and programs.

Objective 1.1. Provide a varied and inclusive suite of recreational services and programs that promote the health and well-being of residents of all ages and abilities. (Leadership role)

Strategies:

- A. Strategically expand and enhance the diversity of recreation programs offered, in partnership with other providers and organizations, considering programs that are in high demand, serve a wide range of users, utilize the District's unique indoor and outdoor assets, and complement services of other providers, as facilities, staffing levels and partner opportunities allow.
- B. Plan for and implement Phase II of The Hub Aquatic and Recreation Center.
- C. Enhance programming opportunities for regional outdoor recreation through existing and new partnerships (e.g., School District, City, Library, OSU Extension, non-profits, fitness clubs, private recreation businesses, etc.) that help connect people to programs through shared marketing, facilities, coordination and activities.
- D. Coordinate with the County and City of Redmond to pursue outreach and promotion that reaches beyond the region to enhance the potential tourism benefits to the local economy. A focused effort by all area jurisdictions could capture more of the value of SR 97 & SR 126 proximity and the extensive outdoor recreation opportunities on public lands.
- E. Partner with the community and local organizations to support community and cultural events.
- F. Consider cross-marketing different activities and events to appeal to broader audiences, such as a running/jogging/walking "race" with different lengths for a range of abilities combined with a harvest/local food fair and historic craft demonstration. Linking compatible themes and providing activities/events for whole families to enjoy can increase participation and involvement. Products and programming provide complimentary participation and have the potential to draw people from beyond the region.
- G. Periodically evaluate recreation program offerings in terms of attendance, current trends, customer satisfaction, cost-to-subsidy, and availability of programs through other providers and make adjustments as necessary.
- H. Periodically review and update the fee policy for programs, indoor facility uses and rental rates that support operational requirements and are measured against cost recovery goals.
- I. Maintain and enhance program scholarships and other mechanisms to support recreation access for low-income residents.
- J. Monitor local and regional recreation trends to ensure community needs and interests are addressed by available programming.



Goal 2: Provide a diversity of outdoor recreation experiences and a balance of opportunities for both passive and active recreation that meet the needs of different age groups, abilities, and interests.

Objective 2.1. Neighborhood and Special Use Parks: Improve park sites to provide a diverse range of active and passive recreational experiences. (Leadership role)

Strategies:

- A. Evaluate park acquisition and development opportunities based on their potential to improve recreation options for residents in unincorporated urban areas outside the City of Redmond with consideration of local needs, partner support/capacity, recreational trends, and availability of similar facilities within the City of Redmond and region.
- B. Develop park sites based on master plans, management plans, or other adopted strategies to ensure parks reflect local needs, community input, recreational and conservation goals, and available financial resources.
- C. Design and develop park sites and facilities to maximize recreational value and experience, while minimizing maintenance and operational costs and negative environmental and community impacts.
- D. Enhance maintenance, investments and safety of sport fields and courts to better serve recreation users and extend playing seasons.
- E. Consider resurfacing existing or new sport fields to artificial turf to allow more intensive use of field space, extend field seasons, and limit play cancellations.
- F. Provide environmental education opportunities in open space areas with creative and interactive interpretation strategies, such as hands-on displays, self-guided walks, and other engaging experiences, and explore partnership opportunities with COCC, OSU Cascades, Heart of Oregon, Think Wild, among others.
- G. Support the preservation and improvement of federal, state, county or City of Redmond lands that provide park and recreation opportunities to local residents.

PARKS, TRAILS & OPEN SPACE

Objective 2.2. Riverfront Parks. Maintain and enhance RAPRD's riverfront parks to connect residents with the water and provide unique recreational experiences. (Leadership role)

Strategies:

- A. Expand and improve appropriate public access to the Deschutes River; including, but not limited to, the Tetherow and Borden Beck properties.
- B. Encourage water- and nature-oriented activities and programs along the Deschutes River where appropriate and consistent with public interest and needs.
- C. Continue to improve riverfront parks and trails to provide enhanced recreational opportunities and visitor facilities.
- D. Design, develop, and operate waterfront facilities in ways that limit and/or mitigate negative environmental impacts or improve overall environmental conditions.
- E. Create a stewardship plan for the two riverfront properties to ensure that best management practices are implemented for management and maintenance that will support continual restoration of wildlife habitat and ecosystem function, as well as ongoing volunteer engagement and involvement.

Objective 2.3. Recreational Trails: Actively encourage the collaboration of local jurisdictions, Deschutes County, and both state and federal land managers to help cover the gaps in trails and public lands for a more coordinated and connected system. (Facilitation role)

Strategies:

- A. Coordinate with the City of Redmond, Deschutes County, Oregon State Parks and BLM, whose trail planning should provide regional leadership and coordination for the planning, design, implementation and maintenance of a countywide regional trails system to ensure regional trail connections between jurisdictions and linkages with other local trails.
- B. Cooperate with Deschutes County and City of Redmond to help create an integrated trail system that connects with other transportation modes and requiring new development to create trail linkages.
- C. Partner with the City of Redmond and Central Oregon Trail Alliance (COTA) to advocate for future trail systems for diverse trail users to safely connect public lands, including connections from the City's trail system to the Deschutes River.
- D. Partner with local utilities, public agencies and private landowners to secure trail easements and access to open space for trail connections.
- E. Provide trailhead accommodations, as appropriate, to include parking, signage, restrooms and other amenities.
- F. Implement best practices for the siting, design, construction, and management of sustainable recreational trails, as appropriate for the intended user group.
- G. Implement trail signage standards, route and wayfinding signage and informational maps and materials identifying existing and planned trail facilities.



MANAGEMENT & ADMINISTRATION

Goal 3: Maintain and invest in the park and recreation system.

Objective 3.1. Maintain and proactively manage RAPRD's parks and recreation facilities to ensure longevity of assets, a positive aesthetic and sensory experience, and safety for park patrons. (Leadership role)

Strategies:

- A. Maintain all parks and facilities in a manner that keeps them in safe and attractive condition; repair or remove damaged components immediately upon identification. Integrate needed replacements into capital planning.
- B. Standardize the use of graphics and signage to establish a consistent identity at all parks and facilities. Incorporate into a signage and wayfinding plan.
- C. Standardize park furnishings and amenities (trash cans, tables, benches, fencing) to reduce inventory and replacement costs and improve appearance of, and maintenance consistency within the park system.

Objective 3.2. Continue to provide leadership and foster partnerships to improve and broaden the parks and recreation system. (Leadership role)

Strategies:

- A. Pursue sufficient financial resources to ensure a vibrant and well-maintained parks and recreation system and allocate adequate funding for maintenance, staffing and asset preservation.
- B. Pursue alternative funding options, renewal planning and dedicated revenues, such as private donations, sponsorships, partnerships, and grants, along with support through partnerships with service organizations, volunteer groups, businesses and other agencies.
- C. Continue to create active partnerships with the city, county, neighboring communities, and school district to ensure provision of a balanced mix of parks and recreation facilities and pursue joint use agreements.
- D. Develop, leverage and strengthen partnerships for recreation programming and trail projects across local, county, state and federal ownerships.
- E. Invest in professional development opportunities that strengthen the core skills and commitment from staff, Board members and key volunteers, to include trainings, materials and/or affiliation with relevant national and regional associations.
- F. Annually update the Capital Improvement Plan to address facility improvement needs.
- G. Update the Parks and Recreation Master Plan periodically and approximately every ten years to ensure facilities and services meet current and future community needs and maintain eligibility for State grants.



Chapter 7

CAPITAL PROJECTS & IMPLEMENTATION

OUTLINING FUTURE INVESTMENTS AND IMPLEMENTATION STRATEGIES

The preceding chapters provided an overview of RAPRD's programs, facilities and park system, along with goals and policies to guide future planning, development, and operations. This chapter focuses on specific project actions, including the proposed 10-year capital project list, and offers recommendations on additional strategies for successful implementation.

Key Project Recommendations

The following is a summary of key project recommendations which will require commitment from the District Board and its residents for the continued support of a healthy park and recreation system that preserves and enhances the safety, livability and character of the greater Redmond area.

PARK DEVELOPMENT & ENHANCEMENTS



The District's largest park, High Desert Sports Complex, also includes the widest variety of recreation elements for any single site within the District's management. Future investments to this park will be critical to improve the user's experience and expand both the capacity and utilization of the park. Upgrades to this complex should be the next priority for the District after the completion of phase-I of the new recreation center and should include the following:

- Upgrades to this complex should be the next priority for the District after the completion of phase-I of the new recreation center and should include the following:
- Sport field renovations to include re-grading, re-seeding, lighting, irrigation improvements and synthetic turf installation
- Parking lot upgrades (paving, striping) and expansion if feasible
- New bleachers, benches and picnic tables
- ADA-compliance upgrades for improved accessibility to outdoor recreation elements (fields, benches, tables, etc.)



Another key project for the District will be to improve the function and utility of Tetherow Crossing Park. Considerations for the future of the historic house, its renovation and potential adaptive re-use should be included as part of the park design process. The primary goals for developing this park should include improving access, formalizing pathways, providing better picnicking and group accommodations, upgrading for a restroom, and accelerating natural landscape restoration.



Other projects may include adding amenities to existing parks, such as picnic shelters for small gatherings and paved pathway connections to improve user circulation and ADA-compliant routes. A general consideration for the public is to create a park system that provided year-round facilities for all ages and all abilities to gather and recreate in diverse range of safe, clean and well-maintained park facilities that also balance fiscal stability.



RECREATION FACILITIES

The construction of phase 1 of The Hub Aquatic and Recreation Center is the core focus of the District at the present. The completion, opening and full programming of the new center will provide a significant improvement for the scale and scope of recreation programming offered by the District. Funding and developing phase 2 of the center will install a variety of outdoor recreation elements, including multi-sport athletic field, pickleball courts, splash pad and playground.



TRAIL SYSTEM COORDINATION

RAPRD should engage as a facilitator and advocate for Redmond area trail corridor planning, which could include supporting the acquisition of trail easements or access rights. The District should continue to coordinate with the City, County, State, Federal agencies, irrigation districts, and area partners to consider and future opportunities for regional trail connections linking across Redmond to RAPRD facilities and to other communities or destinations. As improvements are planned for the High Desert Sports Complex as well as the Tetherow Crossing and Borden Beck Natural Areas, consideration should be given to where improved access should be provided through the addition of paved pathways.



ADA & OTHER ACCESSIBILITY ENHANCEMENTS

Minor improvements to access, such as providing stable surface access to site furnishings, are necessary to conform to the Americans with Disabilities Act (ADA) and ensure universal accessibility. The site assessment summaries and the capital project list identified and includes upgrades to remove barriers and improve universal access. In general, RAPRD will want to develop an ADA Compliance Checklist to identify and prioritize improvements to existing parks as needed to ensure proper maintenance, usability, accessibility, and quality of park features and grounds.



ACQUISITIONS TO FILL PARK SYSTEM GAPS

To better serve District residents north of Redmond, RAPRD should consider acquiring and developing a neighborhood park in Terrebonne. Newer residential development has not included new public parks, and the Terrebonne Community School is the only recreation facility in the hamlet. A future park for this area could accommodate a suite of traditional neighborhood park elements, such as an all-ages playground, bouldering features, group picnic shelter, sport courts and open lawn areas.



COMMUNICATIONS & WAYFINDING

Recreation facilities, parks, trails, and other public open spaces require a cohesive, accessible, and identifiable wayfinding system. To clarify ownership and the managing agency, RAPRD should install additional, graphically-unified signs to help users navigate the outdoor recreation experiences offered by the District. Also, RAPRD should continue to take a strong role in coordinating and promoting recreation services to improve awareness and inclusion for residents. Stronger marketing efforts will be needed to inform and promote the recreation programs and clarify facility and park ownership and management.

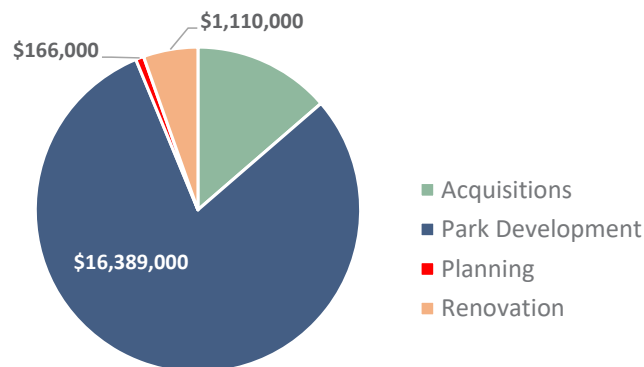


Capital Improvement Planning

The following Capital Improvement Plan (CIP) identifies the park and facility projects considered for the next ten years, along with brief project descriptions. The majority of these projects entail the maintenance, acquisition, and development of facilities, parks, and recreational amenities.

The following table summarizes the aggregate capital estimates by park types for the next ten years.

Figure 30. 10-Year Capital Project Expenditures



The following Capital Improvement Plan provides brief project descriptions and sequencing to assist staff in preparing future capital budget requests.

As projects are phased over the next ten or more years, the planning-level project costs have been inflated at an increase of 6% annually. Overall, the inflated costs for projects identified in the CIP total over \$20 million. The proposed project list focuses primarily on improving existing facilities through timely repairs, replacements, and upgrades to ensure an ongoing, healthy, and safe recreation system for the greater Redmond area.

RAPRD 10-Year Capital Improvement Plan

Inflation factor of 6% added to outgoing years to address rising rates and construction costs (rounded to \$1000).

Project Name	Description	Project Type	2025 Cost Opinion	2025-26	2027-28	2029-30	2031-32	2033-34	2035+	Totals
PARK IMPROVEMENTS										
High Desert Sports Complex	Parking lot & park signage upgrades	R	\$200,000	\$212,000						\$212,000
	New bleachers, benches, picnic tables	R	\$230,000	\$244,000						\$244,000
	Sport field renovations (regrading, reseeding, irrigation)	R	\$130,000	\$138,000						\$138,000
	Sport field synthetic turf installation (2 fields)	D	\$4,000,000		\$4,764,000					\$4,764,000
	Sport field lighting (3 fields)	D	\$1,500,000				\$2,255,000			\$2,255,000
	ADA upgrades & accessible routes	R	\$40,000	\$42,000						\$42,000
Borden Beck Wildlife Preserve	Parking & entry upgrades (ADA-compliant)	R	\$80,000				\$120,000			\$120,000
	Small shelter with pathway	D	\$85,000				\$128,000			\$128,000
	Picnic tables & benches	D	\$30,000				\$45,000			\$45,000
	Riverfront access	D	\$75,000				\$113,000			\$113,000
Tetherow Crossing	Pavilion/shelter with pathway	D	\$125,000			\$167,000				\$167,000
	Parking, identification sign & entry upgrades (ADA-compliant)	R	\$75,000			\$100,000				\$100,000
	Picnic tables & benches	D	\$30,000			\$40,000				\$40,000
	Restroom installation	D	\$250,000			\$335,000				\$335,000
	Interpretive signs & displays	D	\$10,000			\$13,000				\$13,000
	Riverfront access	D	\$75,000			\$100,000				\$100,000
NE Walnut Drive (west)	Master plan for park design	P	\$55,000				\$83,000			\$83,000
	Park development	D	\$1,150,000						\$2,059,000	\$2,059,000
NE Walnut Drive (east)	Master plan for park design	P	\$55,000				\$83,000			\$83,000
	Park development	D	\$931,020						\$1,667,000	\$1,667,000
SW 39th St (Majestic Ridge)	BMX trails	D	\$15,000						\$27,000	\$27,000
	Dog park (in partnership with City?)	D	\$166,000						\$297,000	\$297,000
	Community gardens	D	\$50,000						\$90,000	\$90,000
Systemwide Enhancements	Wayfinding & signage (design & install park identification signs)	D	\$75,000	\$80,000						\$80,000
	Acquisitions or easements to support conceptual trail alignments	A	\$1,000,000					\$1,689,000		\$1,689,000
	Trail surfacing repairs or rehabilitations	R	\$50,000		\$60,000					\$60,000
	Add accessible routes, ADA-compliant benches & tables	D	\$80,000	\$85,000						\$85,000
Total Park Improvements			\$10,562,020	\$801,000	\$4,824,000	\$755,000	\$2,827,000	\$1,689,000	\$4,140,000	\$15,036,000
RECREATION FACILITIES										
The Hub Recreation Center (Phase 2)	Playground	D	\$237,000		\$282,000					\$282,000
	Splash pad	D	\$654,000						\$1,171,000	\$1,171,000
	North parking lot & restroom	D	\$406,000		\$484,000					\$484,000
	Pickleballs courts	D	\$322,000		\$384,000					\$384,000
	Sports field	D	\$1,179,000		\$1,404,000					\$1,404,000
	Walking path & exercise stations	D	\$335,000		\$399,000					\$399,000
Pleasant Ridge Community Hall	HVAC update & solar addition	R	\$50,000			\$67,000				\$67,000
	Refurbish interior, parking area striping	R	\$75,000					\$127,000		\$127,000
Total Facility Projects			\$3,258,000	\$0	\$2,953,000	\$67,000	\$0	\$127,000	\$1,171,000	\$4,318,000
PARK ACQUISITIONS (* Acquisition target areas are estimations and will require due diligence & negotiation with current landowners)										
Terrebonne area	Acquisition (1.5-3 acres)	A	\$220,000				\$331,000			\$331,000
High Desert Sports Complex	Property expansion	A	\$650,000		\$774,000					\$774,000
Total Park Acquisitions			\$870,000	\$0	\$774,000	\$0	\$331,000	\$0	\$0	\$1,105,000
Total CIP Projects			\$14,690,020	\$801,000	\$8,551,000	\$822,000	\$3,158,000	\$1,816,000	\$5,311,000	\$20,459,000

- AcquisitionA
- Planning/PermittingP
- Renovation/RepairR
- Development/ExpansionD

NOTES:

This list identifies planning-level cost estimates and does not assume the value of volunteer or other non-District contributions.

Detailed engineering, design and/or costing may be necessary for projects noted.

This list is not an official budget and is intended as a guiding document for RAPRD staff in the preparation of departmental budgets.

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Implementation Tools

Several strategies exist to enhance and expand park and recreation service delivery for the District, and clear decisions must be made in an environment of competing interests and limited resources. The recommendations noted in this Plan may trigger the need for funding beyond current allocations and for additional staffing, operations, and maintenance responsibilities. Given that the operating and capital budget of the District is finite, additional resources may be needed to leverage, supplement, and support the implementation of proposed initiatives and projects. While grants and other efficiencies may help, these alone will not be enough to realize many ideas and projects noted in this Plan.

The following strategies offer near-term options to consider for project implementation. Additionally, a review of potential implementation tools is included as Appendix E, which addresses local financing, federal and state grant and conservation programs, acquisition methods and others.

Local Option Levies

Local option levies are separate property tax levies that can be assessed to fund capital improvements or operations and maintenance activities. Such levies are outside of the District's permanent tax rate limit, subject to the combined rate limit imposed under Measure #5. Local option levies require voter approval and are subject to the double majority (50% voter turnout and 50% approval) requirement of Measure #5. If used to fund capital improvements, revenues can be used to secure bonds or complete one or more projects on a pay-as-you-go basis, over a period of up to 10 years. Operations and maintenance levies are limited to a period of five years.

System Development Charges (SDCs)

Park System Development Charges (SDCs) are fees paid by new development to meet the increased demand for parks resulting from the new growth. SDCs can only be used for parkland acquisition, planning and/or development. They cannot be used for operations and maintenance of parks and facilities. The City of Redmond currently assesses a Parks System Development Charges (SDC) on new residential development within city limits to assist with the cost of park improvements needed to accommodate new growth. RAPRD could explore the benefit and utility of coordinating with

Deschutes County for the implementation of a parks SDC as a tool to support park acquisition and development outside the city limits of Redmond. Given the limited residential development growth for the portions of the District outside Redmond city limits, a parks SDC might provide very limited functional value.

Land Donations & Dedications

Land donations from development projects, individuals, or other organizations could occur to secure and support the expansion of trail corridor opportunities across the district. Gift deeds or bequests from philanthropic-minded landowners could allow for lands to come into District ownership upon the death of the owner or as a tax-deductible charitable donation. Any potential dedication must be vetted by RAPRD to ensure that such land is located in an area of need or can expand an existing property holdings and can be developed appropriately with the desired site amenities.

Partnerships

Public-private partnerships are necessary for local agencies to leverage limited resources in providing park and recreation services. Corporate sponsorships, health organization grants, conservation stewardship programs and non-profit organizations are just a few examples of partnerships where collaboration provides value to both partners. RAPRD should continue to explore additional and expanded partnerships to help implement the recommendations in this Plan.

Coordination with the City of Redmond, Redmond School District, sport leagues, and other recreation providers should be ongoing to assess the range and type of recreation programs offered in the greater Redmond area and to maximize use of community facilities, such as gymnasiums, fields, sport courts, and other active-use spaces.

Health Benefit Partnerships

RAPRD also should explore partnership opportunities with regional health care providers and services, such as St. Charles Health System and the Deschutes County Health Services Department, to further promote wellness activities, healthy living, and communications about the benefits of parks and recreation. For example, this group could more directly cross-market services and help expand communications about local wellness options, and

they could sponsor a series of organized trail walks through the Radlands or excursions to Borden Beck as a means to expand public awareness of local recreation opportunities and encourage residents to stay fit. For example, other communities have been successful with funding requests to regional hospitals for the development and printing of community walking guides that highlight the health benefits of walking and include trail system maps and descriptions.

Grants & Appropriations

Several state, federal and private grant programs are available on a competitive basis, including those offered by the Oregon State Parks & Recreation Department (such as the Land and Water Conservation Fund). Pursuing grants is not a cure-all for park system funding, since grants are both competitive and often require a significant percentage of local funds to match the request to the granting agency, which depending on the grant program can be as much as 50% of the total project budget. RAPRD should continue to leverage its local resources to the greatest extent by pursuing grants independently and in cooperation with other local partners.

Appropriations from state or federal sources, though rare, can supplement projects with partial funding. State and federal funding allocations are particularly relevant on regional transportation projects (e.g., regional trails), and the likelihood for appropriations could be increased if multiple partners are collaborating on projects.

Volunteer & Community-based Action

Volunteers already contribute to recreation services for the District, primarily in the form of youth sport coaching and support. Other volunteer projects could include wildlife habitat enhancement, invasive plant removal and general park clean-ups at existing District properties. RAPRD should maintain and update a revolving list of potential small works or volunteer-appropriate projects for its website and Facebook site and via partnerships with school district to encourage student projects.

While supporting organized groups and community-minded individuals adds value to RAPRD's recreation system, volunteer coordination requires a substantial amount of staff time. Additional resources may be necessary to expand volunteer coordination to more fully utilize the community's willingness to support park and recreation efforts.

Other Implementation Tools

Appendix E identifies other implementation tools, such as voter-approved funding, grants and acquisition tactics, that the District could utilize to further the implementation of the projects noted in the Park Improvement Plan projects List.

Appendix A: Community Survey Summary

RAPRD

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2026 Parks and Recreation Master Plan

To: Katie Hammer, Executive Director, RAPRD
From: Steve Duh, Conservation Technix, Inc.
Date: March 31, 2025
Re: **RAPRD Parks and Recreation Master Plan**
 Community Survey Summary Results

SURVEY METHODOLOGY

In close collaboration with RAPRD staff, Conservation Technix developed a 25-question, online-only survey that was estimated to take less than ten minutes to complete.

Information about the survey and a link was posted to the District's website and Facebook page on November 4, 2024. The survey was promoted multiple times on Facebook, with Facebook ads, and via email announcements to recreation program participants. The survey was closed on March 24, 2025, and data were compiled and reviewed. In all, 231 responses were collected.

Due to the nature of the survey, respondents self-selected to participate and were not necessarily representative of all District residents. See the table below for age demographics for the survey, as well as comparative percentages for RAPRD's population. In general, the survey had fewer responses from residents under 45 or over 75 years of age to fully reflect the District's population. See pages 15 for other demographic subgroup data comparisons.

Figure 1. Age demographics of survey respondents

Age group	Survey	District Area	
	Respondents	All	Over 20
Under 20	0%	26.8%	--
20 to 34	19.9%	17.6%	24.0%
35 to 44	44.9%	12.8%	17.5%
45 to 54	15.9%	13.6%	18.6%
55 to 64	5.1%	13.2%	18.0%
65 to 74	11.4%	9.2%	12.6%
75 and older	2.8%	6.8%	9.3%
Total	100%	100%	100%

This report includes findings of community opinions based on the responses from the online survey. Each section also notes key differences between different demographic groups, where applicable. Due to the small sample size, demographic subgroup comparisons may be limited. Also, percentages in the report may not add up to 100% due to rounding.

DETAILED FINDINGS

Usage and satisfaction of parks and recreation facilities

How much do residents value parks and recreation?

Virtually all respondents (98%) feel that local parks, recreation opportunities are important or essential to the quality of life in the greater Redmond area. More than three in four respondents feel that they are essential; while an additional 21% believe that they are important to quality of life, but not essential. Only about 2% of respondents believe parks are useful, but not important, or not important.

Figure 2. When you think about what contributes to the quality of life in the greater Redmond area, would you say that parks, arts and recreation opportunities are...

Response options		
Essential to the quality of life here	77.3%	98%
Important, but not really necessary	21.0%	
Useful, but not important	1.8%	
Not important or don't know	0%	

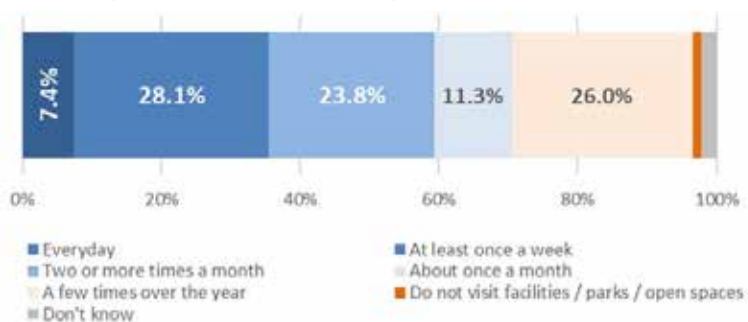
There were no significant difference noted by age groups, location of respondent, or by households with or without children.

How often do residents use various parks and recreation facilities?

Respondents were asked how often they visited a District park, recreation facility, or open space. Respondents tend to visit frequently, with more than one-third (36%) of respondents visiting at least once a week and another 24% visiting two or more times per month. Approximately 26% of respondents visit just a few times per year.

Minor variations in visitation exist between survey respondents by age groups. Respondents under 55 years of age indicated slightly more frequent usage of RAPRD facilities. Also, households with two or more children indicated more frequent visitation to RAPRD facilities with at least multiple month visits. No significant differences were noted based on the location of the respondents' residence.

Figure 3. RAPRD's facilities include the Cascade Swim Center, RAPRD Activity Center, High Desert Sports Complex, Borden Beck Wildlife Preserve, Pleasant Ridge Community Hall, and undeveloped parks at Majestic Ridge in Redmond and at Tetherow Crossing. In a typical year, how often did you visit or use any of these RAPRD facilities or parks?



How do residents rate the condition of RAPRD's parks and recreation facilities?

Survey respondents have mixed opinions about the condition of RAPRD facilities. A slight plurality (40%) rate the condition of the High Desert Sports Complex as either excellent or good, and only 13% of

RAPRD

2026 Parks and Recreation Master Plan

Page 3

respondents give the same ratings to the Cascade Swim Center. Nearly three-quarters of respondents (72%) noted the Cascade Swim Center as in either fair or poor condition.

Large majorities of respondents had no opinion for the conditions of the Borden Beck Wildlife Preserve, Tetherow Crossing and the Pleasant Ridge Community Hall; however, majorities of respondents noted the condition of the Borden Beck Wildlife Preserve and Tetherow Crossing as excellent or good for those who indicated ratings.

Survey respondents between 35 and 54 years of age and those with children in the household indicated higher rates of being somewhat dissatisfied with the condition of the Cascade Swim Center and High Desert Sports Complex. Respondents living north of Redmond and east of US 97 indicated higher rates of being somewhat dissatisfied with each of the five facilities compared to those who live in other parts of the District.

Figure 4. How would you rate the condition of each of the following recreation facilities?



Using the same rating scale as above, respondents also were asked to rate the condition of the primary amenities at the High Desert Sports Complex. Acknowledging that approximately one-third of respondents do not know or have know opinion about the Sports Complex, those that are familiar with the park generally view the amenities in good condition.

For respondents who indicated a rating other than not sure or no opinion, majorities of respondents rated the conditions of park amenities as either excellent or good. By more than a two-to-one margin, respondents rated the condition of the following as either excellent or good compared to fair or poor:

playground equipment (45%), BMX track (28%) and R.C. landing strip (16%). Respondent ratings were more even for the conditions of softball fields and multi-purpose field between those who feel the fields are excellent and good or those who feel the fields are fair and poor.

Survey respondents between 35 and 54 years of age and those with children in the household indicated slightly higher rates of being somewhat dissatisfied with the condition of the softball

Figure 5. The High Desert Sports Complex includes three softball fields, one multi-purpose field, playground equipment, Smith Rock BMX Race Track and the Field of Dreams R.C. Landing Strip. How would you rate the condition of each of these amenities at the Sports Complex?



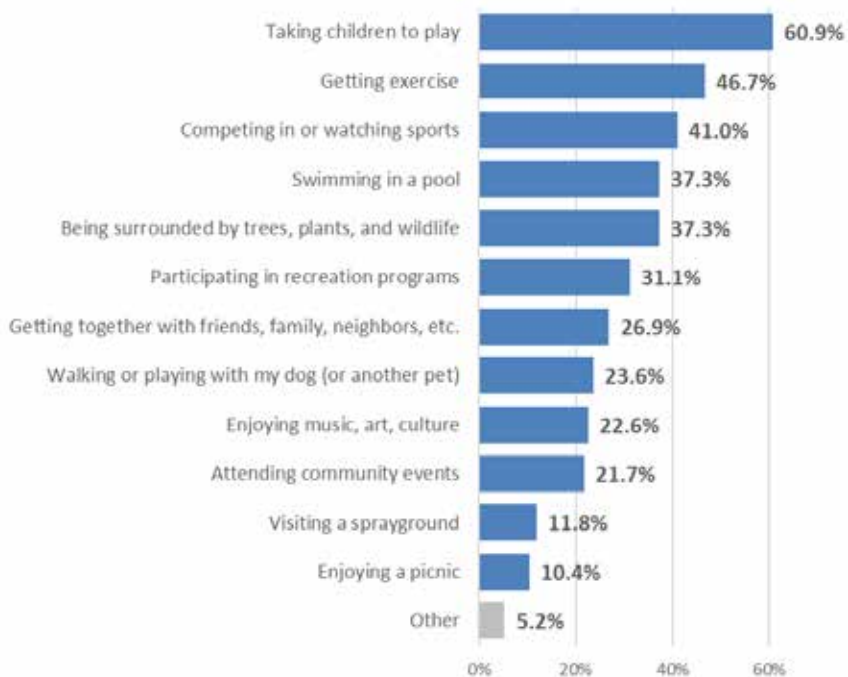
and multi-purpose fields at the High Desert Sports Complex, and those with children indicated somewhat higher ratings of ‘excellent’ and ‘good’ for the condition of the playground equipment.

Why do residents visit the District’s parks and recreation facilities?

Respondents visit local parks and recreation facilities for a variety of reasons, but the most popular reason is to take children to play (61%). Between one-third and half of respondents visit parks for exercise (47%), sports (41%), swimming (37%) or being in a natural setting (37%). Nine write-in responses were noted for those who selected ‘other’ as an option, and seven of the nine responses were for sand or beach volleyball.

Survey respondents without children in the household identified getting exercise and enjoying art, music or culture as more compelling reasons to visit parks. Respondents over 55 years of age also visited to enjoy art, music or culture more than other age groups. Those with children and those between the ages of 20 and 44 were more compelled to visit parks for taking children to play and for sport activities.

Figure 6. What are the most compelling reasons for you to visit a park? Choose up to 3.



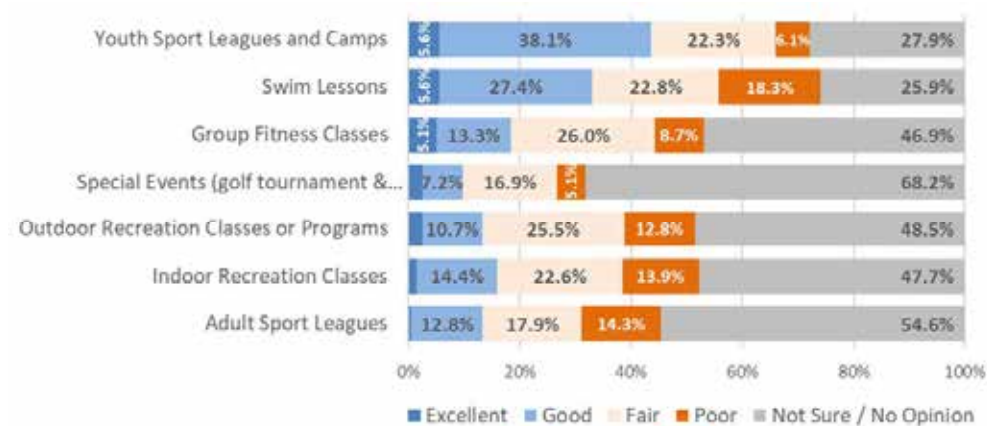
Recreation programs

How do residents feel about the availability of program options?

When it comes to recreational programs and activities, a plurality of respondents (44%) rated the availability of youth sport leagues and camps as either excellent or good. While one-third (33%) said the availability of swim lessons was either excellent or good, respondents more strongly rated the availability of this program area as either fair or poor by more than eight percentage points (41%). For each of the remaining five program types, respondents indicated the availability of programs as either fair or poor by at least a two-to-one margin over those who feel the availability is excellent or good.

Respondents with children and those between 35 and 54 years of age were slightly more likely to indicate the availability of youth sports, adult sports and outdoor recreation classes as either excellent or good.

Figure 7. How would you rate the availability of the following activities provided by RAPRD?



What recreation options do residents have a need for?

Survey respondents were asked which recreation programs members of their household had participated in within the past two years. Swimming and water safety programs were the only program type where more than half of respondents' households (58%) participated in the recent past. Nearly half of households (49%) participated in youth sport programs. Approximately one-third of households participated in each of three other program areas: youth activities (34%), adult classes (34%), and afterschool programs (33%).

Using the same list, survey respondents were asked the degree to which their households' needs for each program offering were met. Overall, program needs across most programs types were somewhat or well met. In total numbers, respondents expressed the greatest need for swimming programs (19%), adult sports (16%), and adult classes. However, in comparing the responses of need not being met against need being somewhat or very well met, the relative need for teen activities during school breaks is the strongest of all program options, followed closely for adult sports. These two program types may

RAPRD

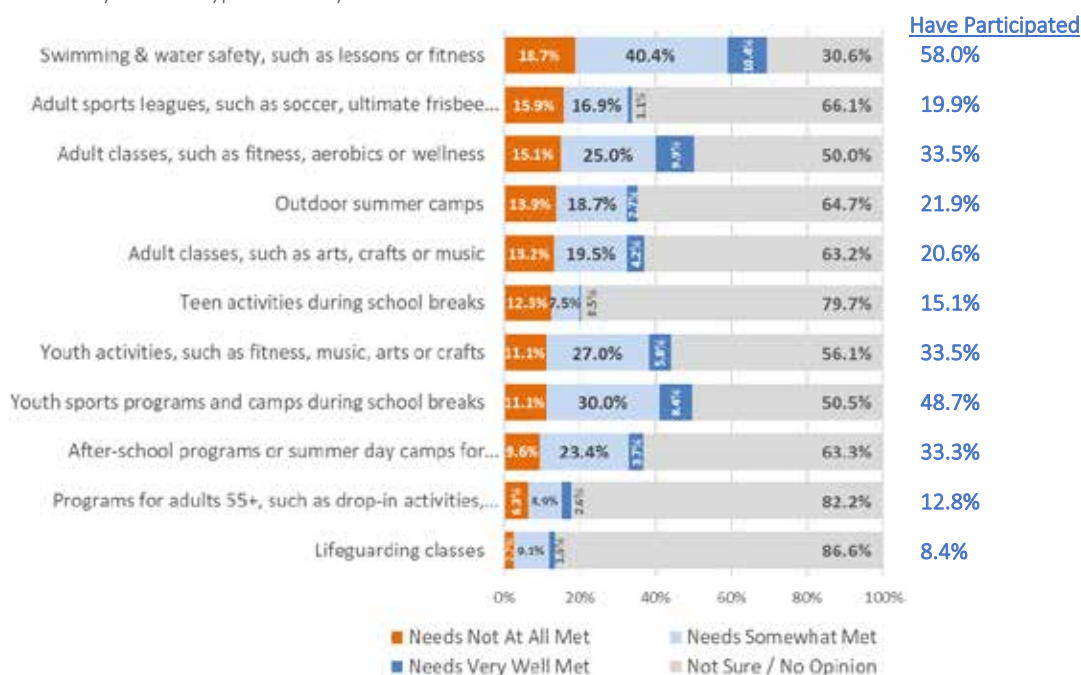
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2026 Parks and Recreation Master Plan

represent strong options for expansion with RAPRD as a direct provider or via partnership with other providers.

Respondents with children in the home were more likely to have participated in swimming, youth, teen, and afterschool programs in the past two years – and to want to see more of these types of programs in the future. Those without children were more likely to have participated in adult fitness and older adult programming.

Figure 8/9. RAPRD may explore adding or expanding recreation programs, classes, and activities. Please indicate if your household has participated in the past two years in each program or activity below, and how well met are your needs today for each type of activity?



What park and recreation amenities would residents support adding?

The survey asked residents about their interest for a variety of potential recreation or educational experiences to expand or improve. Majorities of respondents indicated interest in special events (53%) and youth sport offerings (50%). Roughly one-third of respondents identified interest for several other program options, including swim lessons (38%), teen programs (38%), adult fitness (37%), arts (34%), adult sports (33%), and enrichment activities (31%). Write-in responses included beach or sand volleyball, adaptive or inclusive recreation, youth afterschool programs, dance and fitness programs.

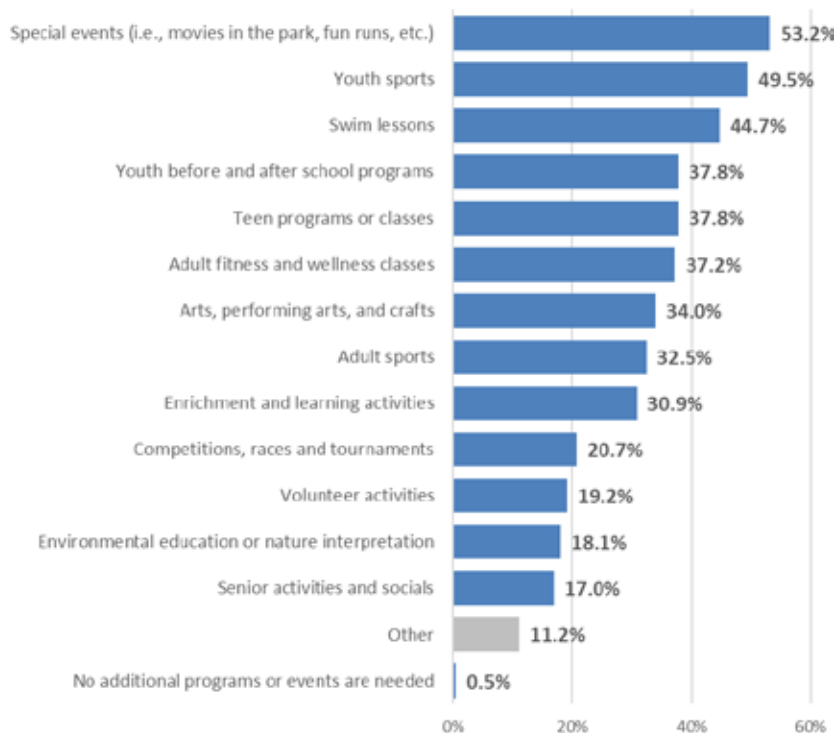
Respondents without children indicated stronger interest for special events and adult fitness and wellness classes. Those with children and those between 35 and 54 years of age showed stronger interest for youth and teen programs and swim lessons. Respondents over 65 years of age showed stronger interest for adult fitness and wellness classes and senior activities and socials. No significant differences were noted based on the location of the respondents' residence.

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Figure 10. Are there types of recreation or educational experiences that you think RAPRD should expand or improve? (Check all that apply)



In an open-ended question, respondents were asked what other recreation programs or activities RAPRD should consider. A variety of ideas were offered from 70 write-in responses, and the complete list is provided in the appendix starting on page 19. The following highlights the common suggestions:

- **Facility space:** Several respondents commented on the need for additional indoor space for programming, including fitness space and expanded indoor court space for basketball and volleyball. Other comments included an interest in improved sand volleyball courts with better nets and lines.
- **Enhanced programming:** Some respondents suggested the need for adult sports and activities with more accessible scheduling, additional youth/children summer and school holiday camps, expanded fitness programming, and expanded scheduling to accommodate earlier/later participation.
- **Specialized recreation:** Some respondents included comments identifying a need for an ice skating rink, wilderness activities, and cooking, art and painting classes.

Respondents were also asked why they do not participate in recreation, arts or sports programs offered by RAPRD. One-third (44%) noted that the question does not apply, since they do participate.

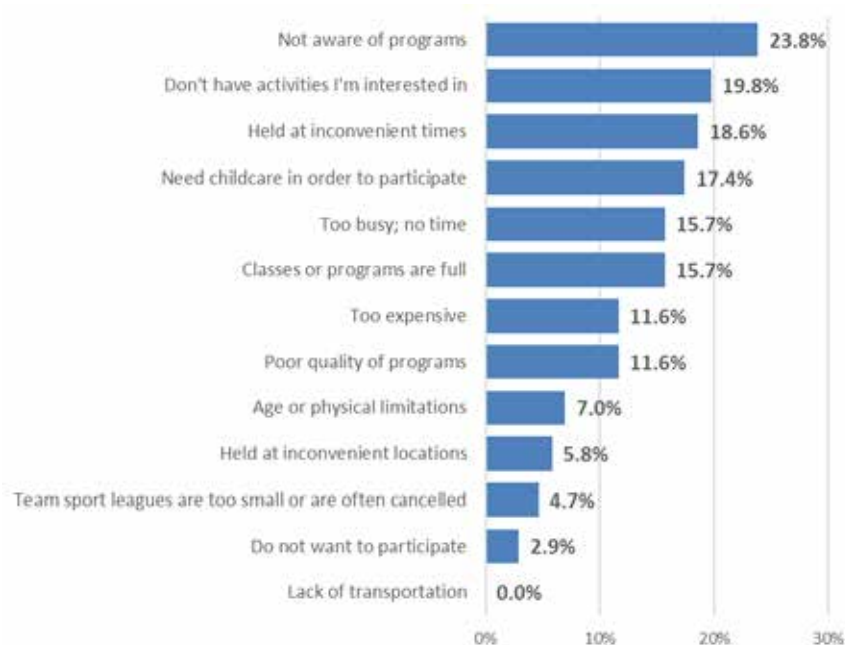
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Of the remaining responses, nearly one-quarter (24%) responded that they were not aware of program offerings, suggesting a significant opportunity for the District to improve information and outreach. Between 15% and 20% of respondents cited not having programs or activities of interest (20%), programs held at inconvenient times (19%), need for childcare to participate (17%), not having time or being busy (16%), or classes being full (16%) as the reasons they do not participate. There were no significant difference noted by age groups, location of respondent, or by households with or without children.

Figure 11. If you do not participate in recreation or sports programs offered by RAPRD, what are your reasons? (Please check all that apply)



How do residents view program affordability and accessibility?

When it comes to recreation program costs, respondents expressed strong sentiments that RAPRD's programs are inexpensive or reasonably priced. Fewer than one-in-six respondents (15%) said youth programs and activities were expensive, and less than half as many respondents said programs were expensive for swim lessons (7%), adult or general interest classes (4%) or adult sport leagues (4%). There were no significant differences in responses by age, geography or household composition.

Figure 12. How would you rate the affordability of RAPRD programs? Would you say they are...



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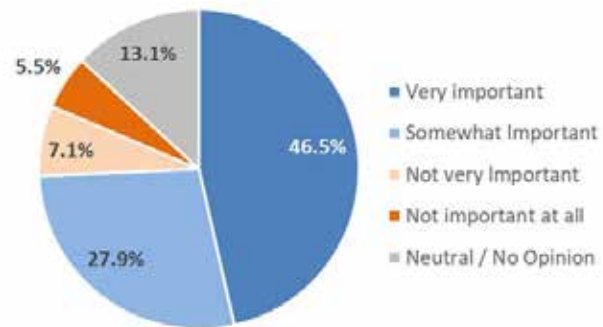
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Another question asked about RAPRD's program focus pertaining to under-served populations or populations that are not served by the private marketplace. Nearly half of respondents (47%) indicated it is very important for RAPRD to focus on under-served populations, and three-quarters (74%) said it was either very or somewhat important for the District. Fewer than 13% of respondents felt it to be not very important or not important for RAPRD to focus program delivery to under-served populations.

There were no significant differences in responses by age, geography or household composition.

Figure 13. How important is it to you personally that the RAPRD focuses on delivering programs and services to under-served populations or populations that are not served by the private marketplace?



Related to the above question about under-served populations or areas, the survey included an open-ended question that asked if there any geographic areas in the greater Redmond area (northeast Deschutes County) where RAPRD should consider increasing programming, activities and/or facilities. In all, 38 responses were provided (see appendix for full list) and can be summarized as the following:

- Maintain existing facilities before growing into other areas, fix irrigation and add lighting at sport fields.
- Provide more amenities, such as walking and biking trails, volleyball, picnic shelters.
- Provide options for Terrebonne, which is underserved with limited clubs and no affordable afterschool activities for kids.
- Provide more parks and playgrounds, especially in southwest and north Redmond.

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Which community events do residents prioritize?

As with recreation programs, the survey asked a question regarding community event priorities. A majority of respondents identified youth sport tournaments (71%) and festivals (70%) as either high or medium priorities, with over one-third of respondents stating that youth sport tournaments should be a high priority.

Respondents indicated a lower preference for adult sport tournaments with nearly one-third of respondents (33%) as not a priority.

Respondents with children and those between 35 and 54 years of age indicated a slightly stronger priority for youth sport tournaments. There were no significant differences in responses by geography.

Figure 14. RAPRD hosts events in the Redmond community. Please indicate what type of community events are a high priority, medium priority or not a priority for your household.



Recreational Trails

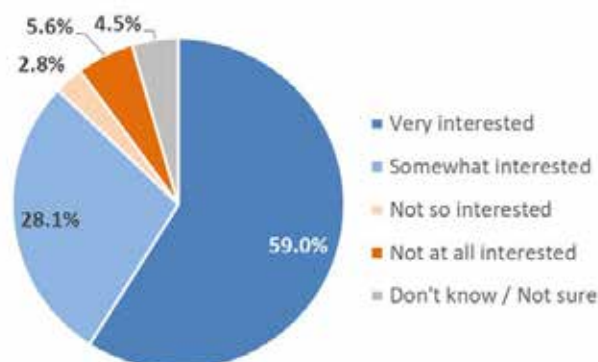
Are residents interested in expanded trail opportunities?

A series of three questions asked respondents to identify and rank their interest in various trail opportunities and connections that could be considered in the future.

When asked about the potential to explore providing a trail corridor along the Deschutes River, a majority of respondents were very interested (59%), and a strong majority (87%) were either very or somewhat interested.

There were no significant differences in responses by age, geography or household composition.

Figure 15. There are 34 miles of Deschutes River frontage within the RAPRD boundary, and the District owns two properties along the Deschutes River (Borden Beck and Tetherow Crossing). Do you have interest in developing a trail system with river access that could link District properties along the River, and to State Parks, Tumalo, and Cline Falls?



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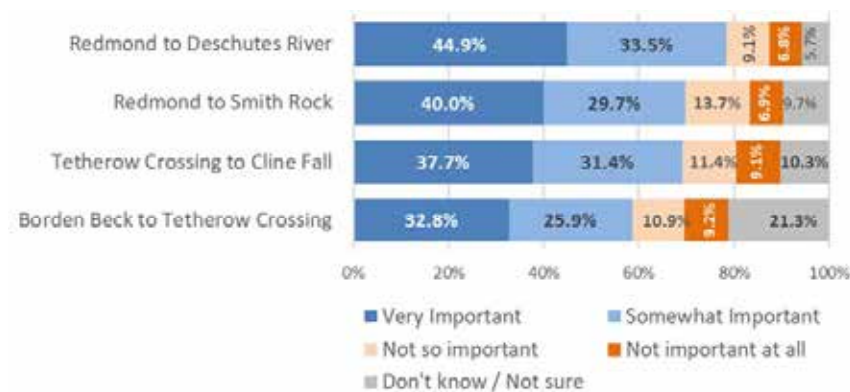
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A second question asked respondents to consider specific corridors for non-motorized trails. While majorities of respondents identified each of the four listed corridors as either very or somewhat important, a trail corridor connecting Redmond to the Deschutes River had the strongest support, with 78% of respondents identifying this corridor as either very or somewhat important.

Respondents without children indicated slightly greater importance for the Tetherow Crossing to Cline Falls and the Borden Beck to Tetherow Crossing corridors. Those between 20 and 34 years of age and those living north of Redmond and east of US 97 indicated slightly greater importance for the Redmond to Smith Rock corridor.

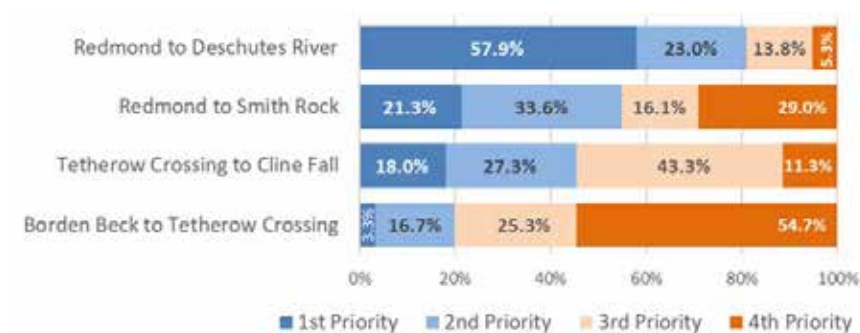
Figure 16. How important is it to you to build non-motorized trails to create safe connections between each of the following?



In an effort to identify potential priorities for the four trail corridors from the previous question, respondents were asked to use the same list of four corridors and rank their preferred priority for each. Respondents overwhelmingly reiterated the priority of a Redmond to Deschutes River corridor, with a majority (58%) listing it as the top priority. A connection between Redmond and Smith Rock ranked second, and a connection from Tetherow Crossing to Cline Falls ranked third.

Respondents without children and those between 20 and 34 years of age indicated slightly priority for a Redmond to Smith Rock corridor.

Figure 17. Using the same list again, please rank your priority for each potential trail corridor (1 is highest priority and 4 is lowest priority).



Future Investments

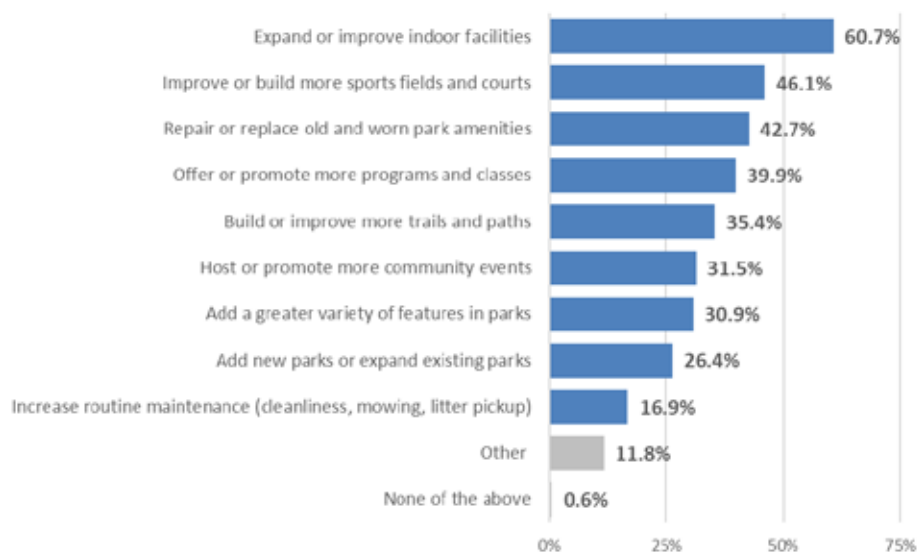
Do residents support additional park and recreation facilities?

The survey asked residents a question regarding their sense of importance for a variety of amenities and facilities for future investment in the park system. A significant majority of respondents (61%) identified expanding or improving indoor facilities as important. Strong interest also was noted for improving sport fields and courts (46%), repairing worn amenities (43%), and offering or promoting more classes (40%), see Figure 18.

Approximately one-third of respondents identified as important building more trails (35%), hosting community events (32%), and adding a greater variety of features to parks (31%). Only one-quarter of respondents noted that adding new parks was important for RAPRD.

Respondents between the ages of 20 and 54 and those with children expressed a greater interest in improving or expanding sport fields and courts, and respondents with children also indicated greater interest in adding a greater variety of features in parks. Respondents without children and those over 65 years of age indicated a greater interest in building or improving trails. There were no significant differences in responses by geography.

Figure 18. RAPRD makes choices every year about how best to invest funding in renovating, enhancing, maintaining, or activating the park and recreation system. Which of the following are most important to you or your family?



A different question asked respondents to select the types facilities they would like to see more of in RAPRD parks. For this question, rather than using ranking or a scale for selection, respondents were allowed to select up to three options, and the focus was geared toward outdoor recreation elements suitable for parks. Nearly a majority of respondents identified interest in seeing more unique play areas in RAPRD parks. Also, fitness and active recreation elements were identified with strong interest by roughly 30% and 40% of responses. This includes climbing elements (41%), exercise areas (39%), sport courts (33%), sport fields (30%), and event space (30%). Other specialized amenities rated less favorably, such as pickleball (15%) and a skate park (5%). Write-in responses for 'other' included sand and beach volleyball, bocce, trails, water play (splash pad), and nature play.

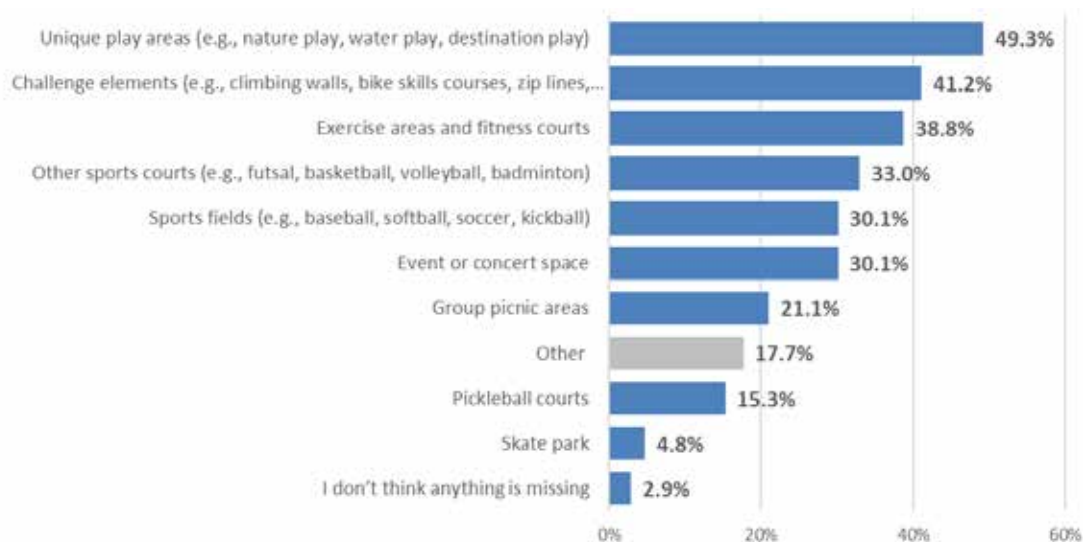
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Respondents between the ages of 20 and 44 and those with children expressed a greater interest in unique play areas and sport fields, and respondents with children also indicated greater interest in challenge elements (i.e., climbing walls, bike skills courses, etc.). Respondents north of Redmond and east of US 97 indicated slightly stronger interest for exercise areas and pickleball.

Figure 19. What types of facilities would you like to see more of in RAPRD parks? Choose up to 3.



How do residents want to hear about RAPRD's facilities, programs and events?

The majority of respondents prefer to hear about RAPRD's facilities and programs through direct email (58%) and the District's website (51%). Facebook, Instagram and direct mail are also popular information channels preferred by at least one-third of respondents.

Respondents with children and those between 20 and 54 years of age indicated a slightly stronger preference toward Instagram, and those over 55 had a slightly stronger preference toward community event signs. There were no significant differences in responses by geography.

Figure 20. How can RAPRD best communicate with you about recreation facilities, programming and events?



Write-in responses included Bluesky social media, radio ads and information sent through local schools.

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[Do residents have specific improvements they would like to see?](#)

Respondents were asked to describe one thing that they would like to see RAPRD do to improve parks, facilities, and/or recreation programs. While respondents provided nearly 120 specific comments and ideas, a few themes emerged:

- The highest frequency comments related to opening the new facility, making improvements at the High Desert Sports Complex (e.g., additional parking, field improvements), trails, communication, volleyball courts, and ongoing maintenance.
- Respondents expressed interest in seeing the new recreation center completed and capacity for additional programming.
- Respondents would like to see continued investment in maintenance and staffing of existing facilities, with some comments stressing the need to focus on taking care of what you already have before expanding into new program areas.
- Several respondents offered interest in focusing on youth and teen activities and amenities, expanded adult sports and options for ‘free agent’ coordination, and programs for those with special needs.

The full list of write-in comments is provided at the end of this summary memo.

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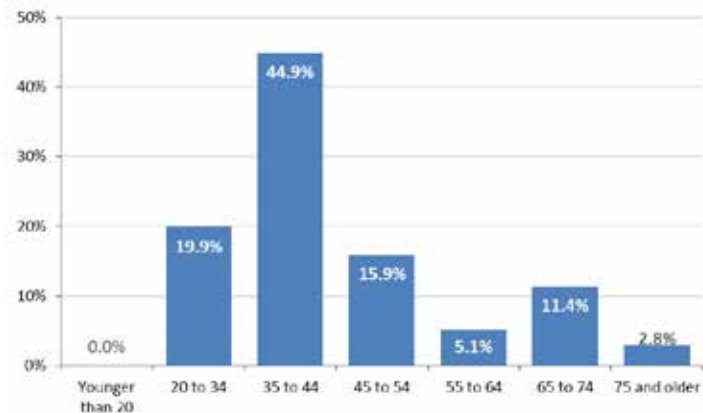
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Demographics

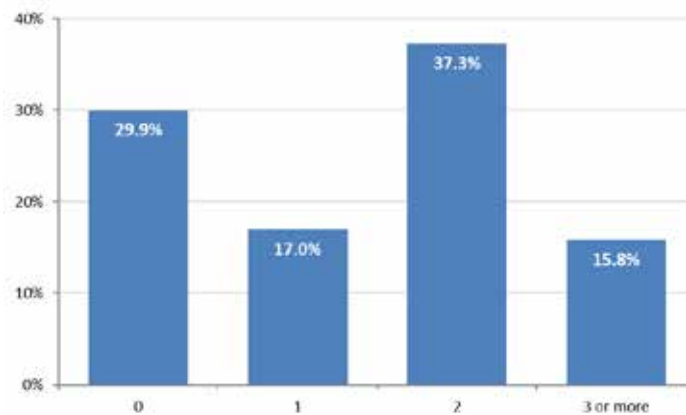
Age groups

Overall, 61% of respondents were between 35 and 54 years of age. Equal percentages of respondents were under 35 years old (20%) and 55 and older (19%).



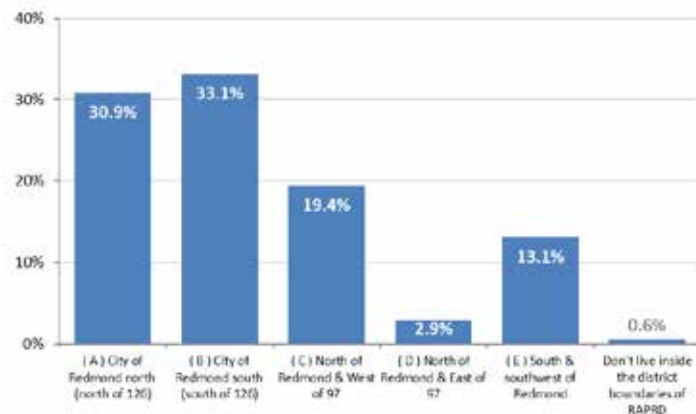
Number of children in household

The majority (70%) of all survey respondents live in households with children under 18, where households have either one (17%), two (37%), or three or more (16%) children. Slightly fewer than one-third of respondent (30%) live in households without children under the age of 18.



Location of residence

Approximately equal numbers of responses were collected within the southern (south of 126) and northern sections (north of 126) of the City of Redmond. An additional 22% of responses came from areas north of Redmond, and 13% came from areas south and southwest of Redmond.



ATTACHMENT 1. OPEN-ENDED RESPONSES

Question 5. What are the most compelling reasons for you to visit a park? (open-ended responses)

- Beach volleyball
- Beach volleyball
- Watching my grandson play baseball.
- Beach volleyball courts
- Beach Volleyball
- Sand volleyball!
- Sand volleyball courts
- Beach volleyball
- Mmm
- Too hard to just pick 3

Question 6. What types of facilities would you like to see more of in RAPRD parks? (open-ended “other” responses)

- Long Course Pool
- Clean safe up kept dog parks
- Ice/roller skating rink
- Volleyball!
- Sand volleyball
- Beach volleyball
- Full size ice rink like Bend’s pavilion
- Bocce ball courts at least 4 in a group.
- We don't need more pickleball. Add more paved and dirt trails.
- Outdoor pool and more kids parks with play equipment
- Beach volleyball courts
- A better, funded pool.
- Beach volleyball
- Beach Volleyball courts
- More shade in the design of children’s parks, please.
- Sand Volleyball
- Sand volleyball courts
- A speedway would be cool. Madras sucks...
- Cameras to feel safe. Too many rude, violent kids out alone.
- Sand Volleyball courts
- Beach volleyball
- Nature and water play
- Beach volleyball courts
- Trails

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- Indoor sports courts/fields
- More paved walking trails
- Gaming, bowling and go-carts for the youth
- Adult playground, aka fitness equipment, out in a park
- Meeting spaces
- South dog park
- Cline Falls turned into a clean family friendly park similar to River Bend Park with added sand and floating etc.
- Hoping the new rec center has an amazing weightlifting area and childcare, so more moms can actually go workout
- Splash pad playground. One with shade incorporated and natural play elements and a playground
- No more pickleball courts.
- Pools
- Paved bike trails

Question 10. Are there types of recreation or educational experiences that you think RAPRD should expand or improve? (open-ended “other” responses)

- Fitness center (a gym)
- Ice skating
- Activities for inclusion for those with disabilities
- Dance classes for all ages, dance fitness classes as well
- Mommy & Me activities
- Volleyball courts outdoor
- Bocce ball
- Youth afterschool programs would be amazing especially in the out of town areas where there are no affordable options for kids to participate in any activities.
- Beach volleyball courts
- Beach Volleyball
- Sand volleyball
- Sand volleyball courts
- Maybe don't make things so expensive to attend, but also too many people attending makes it hard to enjoy anything
- Youth and adult volleyball programs
- More programming for kids, homeschool groups, educational and nature based activities
- Youth beach volleyball events
- Beach volleyball courts need facelift
- Adaptive recreation options
- Pre-school or younger aged programs
- Race
- Quality swim lessons not taught by 14 year olds. Our family has seen too many dangerous situations in swim lessons- They are also expensive and mostly just goofing off/play time. I would be inclined to pay even more for lessons if they were quality lessons taught by adults and not 14-16 year olds mostly focused on socializing with one another.

Question 11. What other recreation programs or activities should RAPRD consider? (open-ended)

- Group activities
- The selection of non-fitness classes for adults has seemed very limited -- I've never found anything through RAPRD although I've done classes with Bend Parks & Rec, COCC, etc. Would love to see more of those.
- Better beach volleyball courts.
- Teen workout classes and/ or gym
- Children's all day summer camps and no school day camps
- Ice skating
- More options to include those with disabilities at all levels!
- Adult sports facilities are badly needed, especially more indoor volleyball courts.
- Bring back the RAT race triathlon! Maybe as a fundraiser for the swim team?
- Better times for adult sports (we get up early to work and too old to stay up late to play basketball, etc.)
- I send my kids to BPRD camps in the summer because the offerings in Redmond are just not that great.
- Would love to see more youth sports camps offered by the high school coaches.
- Are there any sand volleyball offerings?
- Culture programs or activities
- Adult Volleyball at the 4 courts planned for the new gym. We definitely need more courts. Also to spruce up the Redmond sand courts with some fresh sand and updated nets
- Expansion of fitness classes available
- There's a lack of activities for infants and toddlers
- Larger outdoor swimming pool, weight lifting area for teens, yoga classes.
- More programs for youth and even families
- Updating and fixing sand volleyball court
- Better softball leagues, and sand volleyball
- A full size indoor ice rink that works year round. Or an open ice rink like the pavilion. We need more indoor activities for winter. More variety of sports for kids. Cross country running club for kids. Keep up the horseback riding lesson but expand them.
- I signed up for an Painting Class a couple years ago, bought the supplies needed and it was canceled. I have not seen anything like it offered again.
- For adult sports a "free agent" list would be nice
- Roller skating rink
- New leadership over youth sports.
- After school clubs and programs for all Redmond School District schools.
- Beach Volleyball
- Beach volleyball courts
- More beach volleyball courts or an update on the nets at the pool
- More baseball fields with night lighting. Indoor space for winter sports, like basketball, indoor soccer, roller hockey.
- Expanding more soap making, belly dancing, violin, vigorous work out classes for adults, etc.
- Adult racquet ball
- Na
- MENS SOFTBALL!!!!!!!!!!!!!!
- Ice skating rink/curling, mini golf and driving range

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- Improved sand volleyball courts
- Ultimate frisbee, frisbee golf tournaments
- The nets of the sand courts are terrible and you can't adjust them. You can also need lines in order to play there.
- New beach volleyball courts
- None I can think of
- More programming for kids, homeschool groups, educational and nature themed activities
- More community gathering events
- Beach volleyball programs for adult and youth, indoor volleyball programs for youth
- Adult sports and activities for those who aren't yet retired (i.e. more accessible scheduling).
- I wish RAPRD would advertise for lacrosse registration a lot more than one or two Facebook posts. The program was great pre-covid but now it's impossible to get a team together because no one knows about the sport. It's the oldest American game, bring more attention to it!
- Bowling league
- More programs for kids during the winter months
- Yoga for moms or women. More kids cooking classes.
- Golf league
- Enrichment, nature, volunteer and art/craft activities for teens, age 12-16 ish. Programs that encourage them to collaborate, experience different cultures and be part of the community. After school/evenings and during holiday/summer breaks.
- More activities for teens and more activities for those with developmental disabilities
- Accommodations for neurodivergent support, people with all types of disabilities to access recreation programs.
- Expanding times would be good. Not everyone can get to a class between 7am and 6:30 pm.
- My biking classes
- Primitive skills classes
- Trails along Deschutes.
- Youth sports: climbing, golf, pickleball, tennis
- Added family swim times and open swim programs geared toward young families
- Toddler time programs especially in winter
- 5k runs that benefit the community in some way. It's a healthy way to organize funds for rec programs that need it.
- Katie Hammer is burnt out. This district needs a new director to take our city into a positive future.
- More classes for ages 2+
- Pre school or younger aged programs
- Art classes for kids
- Adult art classes
- Personal safety classes
- Enrichment
- More options like cooking classes, gardening etc.
- Youth Pickleball, indoor pickleball.
- All day/most of all day summer camps that are more affordable or at least cost comparison wise to bend park and rec. we have, several times, chosen to drive our kids to bend for summer camps with BPRD because their camps were full day and over \$100+ cheaper, making it worth the drive.
- To be simple: Do what you already do BUT much better. Great programs but the execution and professionalism is severely lacking.
- Youth Volleyball leagues

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- Local wilderness classes/activities hosted by a local group vs outsourcing. Also, offer them before fire season to avoid putting kids in indoor offices!!
- Creating a Youth Golf Training Class would be cool!!
- Keep existing pool open
- Home economics
- More widely available lap swim times
- Exercise opportunities for seniors are very limited. Currently, we drive three times a week to Larkspur in Bend, because our community in Redmond doesn't offer anything like that. My husband even lifeguards over there now. We absolutely cannot wait until the new facility is up and running. We hope there will be a decent assortment of classes to choose from. We were disappointed that the indoor track was deleted in the most recent planning. There's no safe indoor place for seniors to walk when the weather is less than optimal. There is no strength training machines. The terrible dressing room at Cascade keeps me from going there on a regular basis. All I ever do in Redmond is Silver sneakers, yoga, and once in a great while the 9 AM water aerobics, and then drive home wet. Redmond could definitely do better. We go to our grandchildren's games at high Desert and we take kids to the park, the splash pad and attend concert events. Those are all great.
- Ice rink and hockey

Question 15. Are there any geographic areas in the greater Redmond area (northeast Deschutes County) where RAPRD should consider increasing programming, activities and/or facilities? If so, where and what types of services? (open-ended)

- SW Redmond. Trails and parks under the power lines. Playground, walking trails, amphitheater... this is the fastest growing part of town and there is nothing beyond Umatilla park
- More programming in the outer areas around Redmond.
- Maybe near the airport/fairgrounds
- No, improve what you have currently first. Improve the maintenance of your existing spaces (the soccer field are so poorly maintained, please fix the sprinklers and water the fields so that there aren't divots and bare dirt. Weed the same volleyball courts).
- Hopefully the city puts in the light on highland before the rec center opens.
- The Redmond senior center
- Parks west of 19th and north of Highland
- Less at the nature preserve- there are plenty of outdoor parks and spaces. More at the gyms and swimming pool.
- I feel the location of the pending new building is a great location.
- Lights at sports parks is a dire need.
- Sand volleyball courts and indoor volleyball courts
- You should add kickball too
- Terrebonne
- The Terrebonne Community is underserved with limited clubs and no affordable after school activities for kids.
- If transportation is offered to high need areas, that might be more affordable than adding facilities.
- The beach volleyball courts at the pool. Maybe add some at a new park or facility in the future. Four or five courts to have tournaments.
- Southwest Redmond needs a park with sports fields.
- N/A
- N/A
- NW Redmond needs more!! It's growing
- DK

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- Yoga classes, youth lacrosse, hockey/ice skating rink that's year round, parenting courses, babysitting courses
- The beach volleyball courts are very under utilized. There is a huge need and interest for a beach volleyball program in Redmond! I would love to see this offered and would be willing to coach it!
- No. The urban area isn't even adequately served yet.
- Tetherow Crossing park needs a playground for kids and artificial grass and more access and improved access to water areas for kids to play.
- Picnic shelter & bathroom at Borden Beck, Tetherow Crossing
- Terrebonne
- Children's playground and grassy area on the RAPRD property on Majestic Avenue under the power lines. It's just a dirt pile and needs to be developed. Would increase the value and beauty of the neighborhood!
- North Redmond and Terrebonne like area
- Put hiking and biking trails under the power lines on the west side of Redmond near the new rec center
- SW Redmond could use a park and walking trail
- I would like to see renovation & maintenance of existing facilities. I would also like to see trail expansions & connectivity at natural outdoor areas.
- N/A
- Cline Falls - turn it into a nice family friendly park similar to river bend park. Would draw tourism and be a very popular spot for families
- NW Redmond
- North Redmond is growing and developing a ton of neighborhoods. It would be nice to have a larger playground park for kids
- I don't really have a strong opinion.
- Southeast side of Bend
- South west side of Redmond (Helmholtz and reservoir roads) has seen a big community growth recently. Making some beautiful parks on this side would be ideal. We need more parks for youth on this side too!!!

Question 17. RAPRD makes choices every year about how best to invest funding in renovating, enhancing, maintaining, or activating the park and recreation system. Which of the following are most important to you or your family? (open-ended "other" responses)

- Ice/roller skating rink
- Parking at the sports events
- Improving parking. Maybe paved at the high desert complex
- Redoing beach volleyball courts
- Bike paths in and around town to make it more bike friendly
- Add better sand volleyball courts
- Stop building parks that aren't smaller kid friendly. The 'ninja warrior' style remodels aren't small kid or special needs friendly Sam Johnson gets too busy.
- Build more sand volleyball courts
- Stop adding parks to maintain and add programs and activities.
- The beach volleyball courts need new adjustable nets, and high quality sand
- Promote lacrosse more!
- Parking at the swim center sucks and needs lighting
- Bathrooms!!!

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- Update Pleasant Ridge Community Hall.
- Adaptive recreation
- Bathroom cleaning/maintenance
- Nothing
- More outdoor summer water activities-safe river access and outdoor pool
- Please don't drop the ball on the new rec center/pool. Please please offer more childcare services when it opens so more people can use the facilities
- New pool and recreation facility!!!!
- More swimming options

Question 21. How can RAPRD best communicate with you about recreation facilities, programming and events? (open-ended "other" responses)

- Utilize social media and email- it's free and currently poorly executed
- Text messages with links
- Flyers at the RDM senior center
- A one page flyer mailed out to everyone listing what's coming and when signups end would be amazing!
- Bluesky
- Would you consider texts?
- Schools, neighbor impact, mountain star, early interventions
- Please use Bluesky, no one is on X anymore.
- Fix the RAPRD website, reducing redundancy and clutter, make the catalog digital.
- Schools
- Radio ads
- I work here
- Have people opt in for texts about the programs or facilities they want.

Question 22. If you wanted RAPRD to do just one thing to improve its parks, facilities, and/or recreation programs, what would it be? (open-ended)

- Update them to be revamped and nicer.
- More options for non-motorized, dog-friendly trails to keep any one area from being overcrowded
- Make the website easier to navigate. Right now it is not very user friendly.
- Better beach volleyball courts
- Indoor gym/ rec center
- Combine City of Redmond and RAPRD to leverage funding and recreational opportunities.
- Safe walking trails in SW Redmond
- Day camps for kids during no school breaks, especially during the summer
- Maintain them better, make them safe.
- Ice skating
- Better sports complex (fields, courts, etc.)
- Add more options for people with disabilities.

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- Partner with the YMCA
- Maintenance - Fix the sprinklers at the sports complex and weed the volleyball courts.
- Stop off leash dogs
- Better coaches
- A green belt through town.
- More parking at High Desert Sports Complex and then 4 courts for volleyball at the new gymnasium! But I said that already... just making sure you saw. :) thanks!
- Add more fitness classes. You have good ones but a limited schedule
- Open the new building!
- Improve walking trails
- Lights in parks especially for adult sports
- Address parking
- Keep outdoor restrooms open year round & maintain them
- Add a kids softball/baseball program that isn't little league or travel ball. Both of those programs are over priced and we need a rec league. 10u, 12u, 14u etc. teams built off schools instead of tryouts and ranking kids. My daughter is 9, and I am coaching her little league team this year and the draft process was ridiculous and not needed. These kids will play on teams based on schools once they get to high school why are we drafting and grading skills at 9 years old? Rec sports are important for kids to have fun while developing skills and learning team work and all the other bigger sports there is a rec option but not for softball/baseball.
- Update and repair sand volleyball courts
- Teen center
- Better sand courts or men's softball
- More river access
- Build a full size indoor year round ice rink
- Keep the water park open later during the summer....It turns off just when the weather gets wonderful for family visits.
- Promote. I'd say the biggest thing is I don't know things are happening. I live in Redmond but don't work in Redmond or have kids. I'd love to join an adult sports league but a lot of time I miss registration or I don't have enough people for a team and don't get communication on being a "free agent" so I end up going to Bend
- Add more activities for children to get them off the streets. Making activities more accessible.
- Outdoor water attractions
- Add more trails!
- New leadership over youth sports. Do not claim its developmental when the parks and rec department is barely involved with the league
- Better indoor facilities!
- Improving the parking situation and maintaining the gravel parking area at the High Desert Parks and Rec location.
- Build more parks in north Redmond/Terrebonne.
- Add beach volleyball courts.
- Make more facilities and activities available to our youth.
- Youth sports needs significant improvement in training for coaches- BPRD partners with Bend FC to offer coach training events, Apex Futbol Club has a Redmond team, that could be a beneficial partnership to give Redmond athletes actual coaching rather than parents who have no idea how to play the sport they are teaching kids about.
- let us know when sign ups for programs open
- Add beach volleyball courts
- Sand volley courts. The ones we have are old and in horrific condition. And we need more of them and actually in a park not right next to the road

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- Fix the nets and poles at the beach volleyball courts at the pool
- Night lighting for sporting events with turf fields.
- Improve biking trails throughout Redmond
- N/A
- Focus on something for teens to do, they don't really have a place to go and hang out
- Add more parks with a variety of offerings for kids.
- MENS SOFTBALL LEAGUE. COME ON! your pool staff suck.
- Improve parking and fields at high desert sports complex
- Please improve the sand Volleyball courts
- More teen activities.
- More programs for special needs.
- New swim center, preferably at new rec center
- Keeping them clean.
- Indoor playground, our own trampoline park, something for parents and their special needs children
- Create a bigger swim center to serve a growing community!!
- Build more sand volleyball courts
- Let the larger community know it exists
- Get that swim center built and pack out the classes offered!
- More Programs for kids! Activities, camps, classes, (Archery, Gardening, Music Classes
- Tennis, Golf, Swim Lessons at different times (warmer pool!!)
- A bigger newer swim center with more facilities inside, work out room, yoga room, daycare,
- Improve the beach volleyball courts with new poles and nets, new high quality sand, and youth programs for beach volleyball
- Create more shaded areas with trees or coverings
- Prioritize serving the adult social fabric of the Redmond community, so we can reduce loneliness, community division, and the need to ever go to Bend.
- Update equipment
- Increase availability of recreation programs
- More fitness Classes, new weights pool and gym facility
- Add more swimming programs for the middle school ages and fix the parking/lighting problem.
- Lower the cost of youth sports
- Get the new swim center opened. Too many delays.
- bathrooms
- Trails
- Update Pleasant Ridge Community Hall. Make it look nice for all who use it!
- A safe place and times for teens to participate in programs, use facilities and parks.
- Open rec center with more opportunities and hose more opportunities for persons with developmental disabilities
- Recreation center open!
- Trails connecting facilities and areas in Redmond, like connecting to the dry canyon, connecting facilities, and connecting to Smith Rock. We love riding our bikes around town but it is getting more and more dangerous to road bike to Smith rock.
- Expand times of classes past 6:30 pm
- Young family programming - add more options and classes
- Increase walking trails and add more parks

RAPRD

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- Clear the steps into Dry Canyon--remove dirt, trash, and weeds. Quickly paint over or deal with graffiti in Dry Canyon and parks: establish a phone number for the public to easily report new graffiti; investigate interest in community group to do some or all of the paint-overs or other work.
- PLEASE improve the sports complex facility grounds! Kids are playing soccer on pitted, lumpy, rocky fields. The grass is either nonexistent or in terrible shape. The fields are in desperate need of better care.
- More connected trails
- Safer fields at HSC.
- Increase community access to pool.
- Safe and clean river access, kid friendly
- Adult programs
- More events
- Lights at HDSC. So practices can go a bit longer. Make the fields safe. Too many holes and mud.
- Add more adult sports leagues
- Childcare at the new rec facility so I can use the gym/pool often.
- Get the new rec center up and running, particularly the pool! Offer more times for recreational and lap swimming and more options for kids swim lessons, perhaps 1 day a week lesson options and multiple day a week options (like BPRD). Also more training for the swim instructors!
- More kids programs and sports & better training for staff
- More options for younger aged kids 2-4 years old
- Improve and expand the swim team and lesson program so children are not turned away.
- Improve management
- Improve the quality overall. I don't mean to be negative, and realize nothing will ever be perfect of course, but it feels like all areas within RAPRD need "cleaned up" to a certain degree. I think because of that, it makes getting funding approved by the public extra hard. A renewed focus on doing what you already do, with excellence in mind, would go a long ways in many ways.
- To hire better management officers to run RAPRD that possess professionalism, drive, competence and integrity!!
- Lower the cost of programs
- Better bathroom facilities
- Add more affordable wilderness classes early in the summer break (to avoid fire smoke season) preferably using local members vs outsourcing.
- Keep our pool center open
- New swimming pool facility that has space for lap swim at all times
- Would like to see major improvements at the High Desert Sports Complex. It looks worse than ever, parking is a nightmare, it's unsafe with scrap metal and unclear driving/parking areas everywhere while so many children are present. Registration for youth soccer is at an all time high, we should be doing better for our community!
- Cascade Swim Center is unbelievably rundown. Where is the new facility we were promised???
- Get the new facility open and offer more water aerobics classes. We need an indoor track and a nice gym with weight machines. Love the silver sneakers chair yoga class.
- More baseball fields
- Better facilities for indoor fitness programs
- Add bike paths and trails!
- More trails and connections to various areas

Appendix B: Open House Summary



CONSERVATION
TECHNIX

MEETING SUMMARY

PROJECT NUMBER:	#24-157PLN	ISSUE DATE:	May 8, 2025
PROJECT NAME:	RAPRD Parks & Recreation Master Plan		

RECORDED BY:	Steve Duh
TO:	FILE
PRESENT:	Members of the public City staff Project team members from Conservation Technix

SUBJECT:	Parks & Recreation Master Plan: Open House #1 Meeting Notes (May 6th)
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Community members were invited to an open house for the RAPRD Parks and Recreation Master Plan on Tuesday, May 6, 2025 from 5:00 - 6:30 p.m. at the Redmond Library. For the open house, 15 display boards were mounted on easels with project information based on park and recreation topics relevant to RAPRD's services, which included recreation programming, The Hub Aquatics and Recreation, parks and open space, and trails. Attendees were encouraged to sign-in upon arrival and provide written comments.

Attendees were encouraged to talk to project team members and record their comments. RAPRD staff and project team staff engaged with participants to identify general needs and interests for park and recreation services for the District. Approximately 35 people attended the meeting to review materials and provide comment.

PUBLIC COMMENTS

The following represents a summary of the comments received during the evening meeting.

Programming Priorities

- 9 - Swim lessons & aquatics
- 7 - Before/after school programs
- 5 - Summer day camps
- 5 - Adult sport leagues
- 5 - Senior activities
- 4 - Adult fitness classes
- 4 - Festivals & sport tournaments
- 2 - Youth sports
- Other
 - Senior camps (i.e., kayaking)
 - Adult activities \, especially weekends and after hours (kayaking, canoeing, pickleball, ultimate frisbee)

Parks & Recreation Master Plan: Open House #1 Meeting Notes (May 6th)

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Programming Comments

- Youth pickleball
- Would love to have more sport summer camps for kids
- Wildlife tours. Bird tours. Tetherow House tours
- Facilities for educational classes relative to our area (Think wild, fire safety)

Investment Priorities

- 9 - Outdoor splash pad/water spray park
- 7 - Trails to/along the Deschutes River
- 5 - Sport complex upgrades
- 3 - Sand/beach volleyball
- 3 - Dog park with amenities (path, shelter, etc.)
- 3 - Exercise stations
- 2 - Pickleball courts
- 1 - Additional sport courts

NE Walnut Avenue (West) Concepts

- 3 - Sport concept design
 - Comment: a sport court and skate spot would attract a different demographic than the loop trail and exercise stations. How will potential generational conflicts be addressed?
- 2 - Base concept design

NE Walnut Avenue (East) Concepts

- Consider fencing for allowing off-leash dogs

Tetherow Crossing Concept

- 3 - Option A
 - Comment: Concern – house will be destroyed by gangsters
- 1 - Option B
- 0 - Option C

Trails

- Linkage between HDSC & NE Walnut Avenue parcels

Other Comments

- Dog agility course
- Dog friendly trails
- Develop river access at Cline Falls

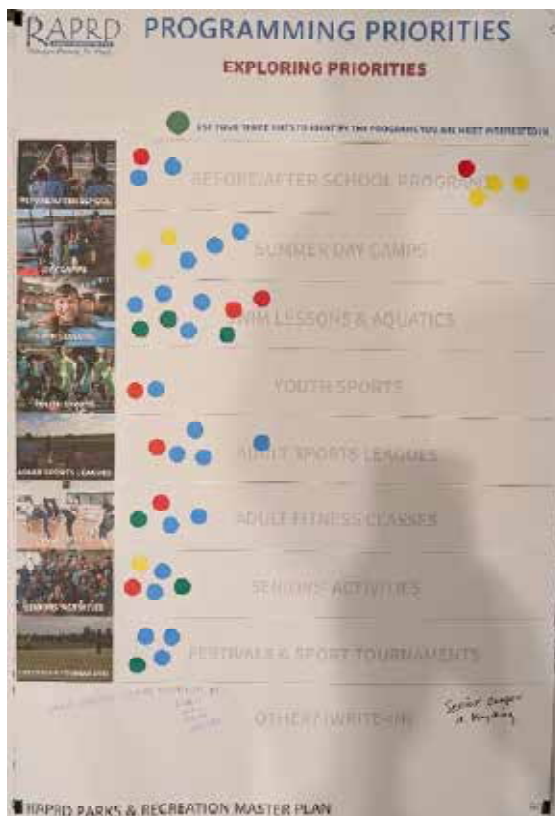
Parks & Recreation Master Plan: Open House #1 Meeting Notes (May 6th)

RAPRD Parks & Recreation Master Plan

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- Shuttle service to Rec Center & High Desert Sports Complex
- Collaboration with [city] Parks Master Plan, Deschutes County, State Parks, etc.
- Better communication regarding who manages which property
- Parking not available (reason for not visiting Cascade Swim Center more often)
- Wonderful community place for people of all ages. Love the facilities and staff
- Special events to bring people out to enjoy sharing a good time
- Need to develop a true rec center with full tennis courts, basketball (indoor), soccer, pickleball courts, etc.
- Our facilities are very well loved and reflect their use
- We have plenty of senior activities and not enough adult and teen activities
- Before school program for 6am open



Parks & Recreation Master Plan: Open House #1 Meeting Notes (May 6th)

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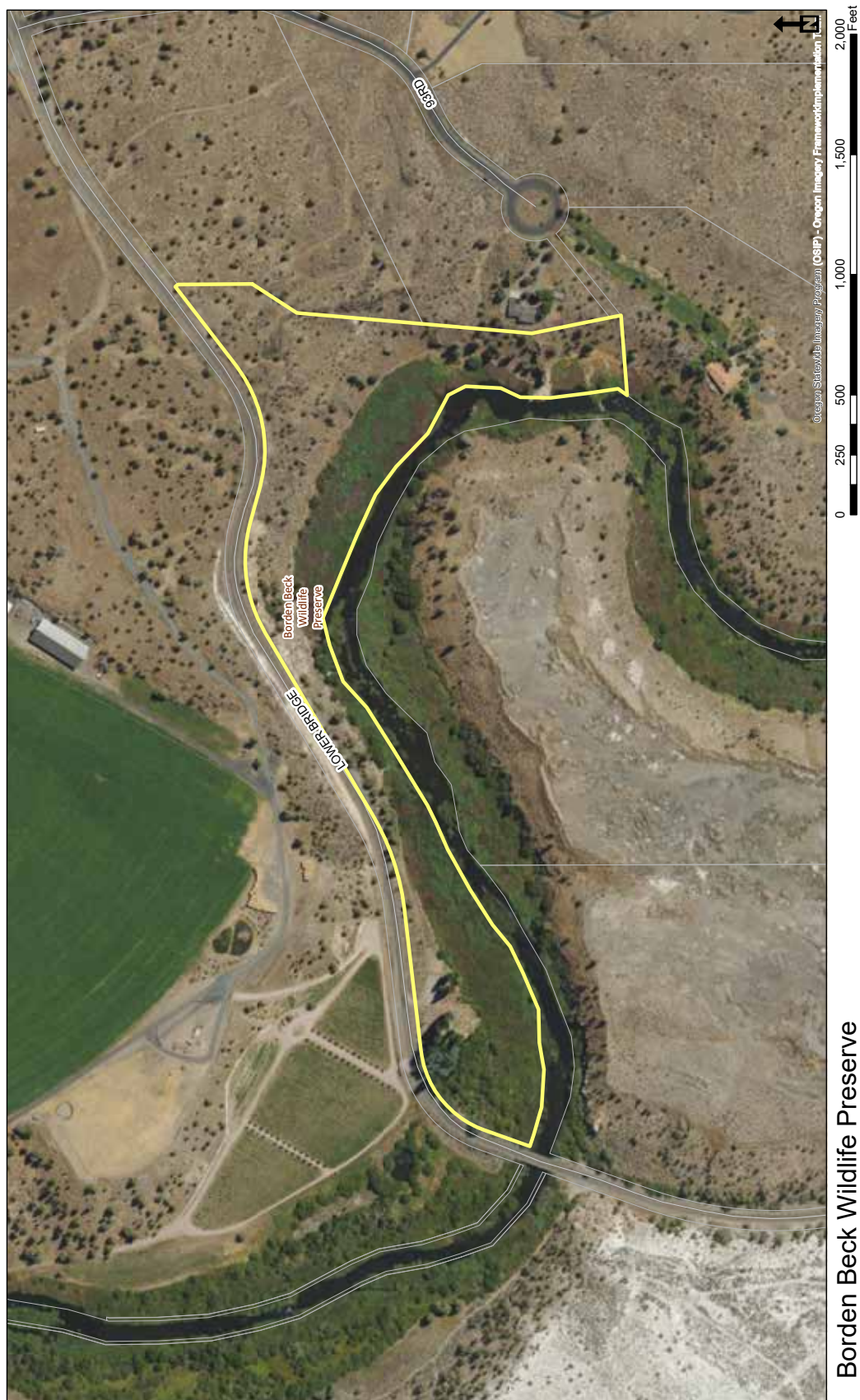
Every effort has been made to accurately record this meeting. If any errors or omissions are noted, please provide written response within five days of receipt.

-- End of Notes --

cc: Katie Hammer, Executive Director
File

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Appendix C: Park & Facility Maps





Cascade Swim Center



High Desert Sports Complex



NE Walnut Drive - East





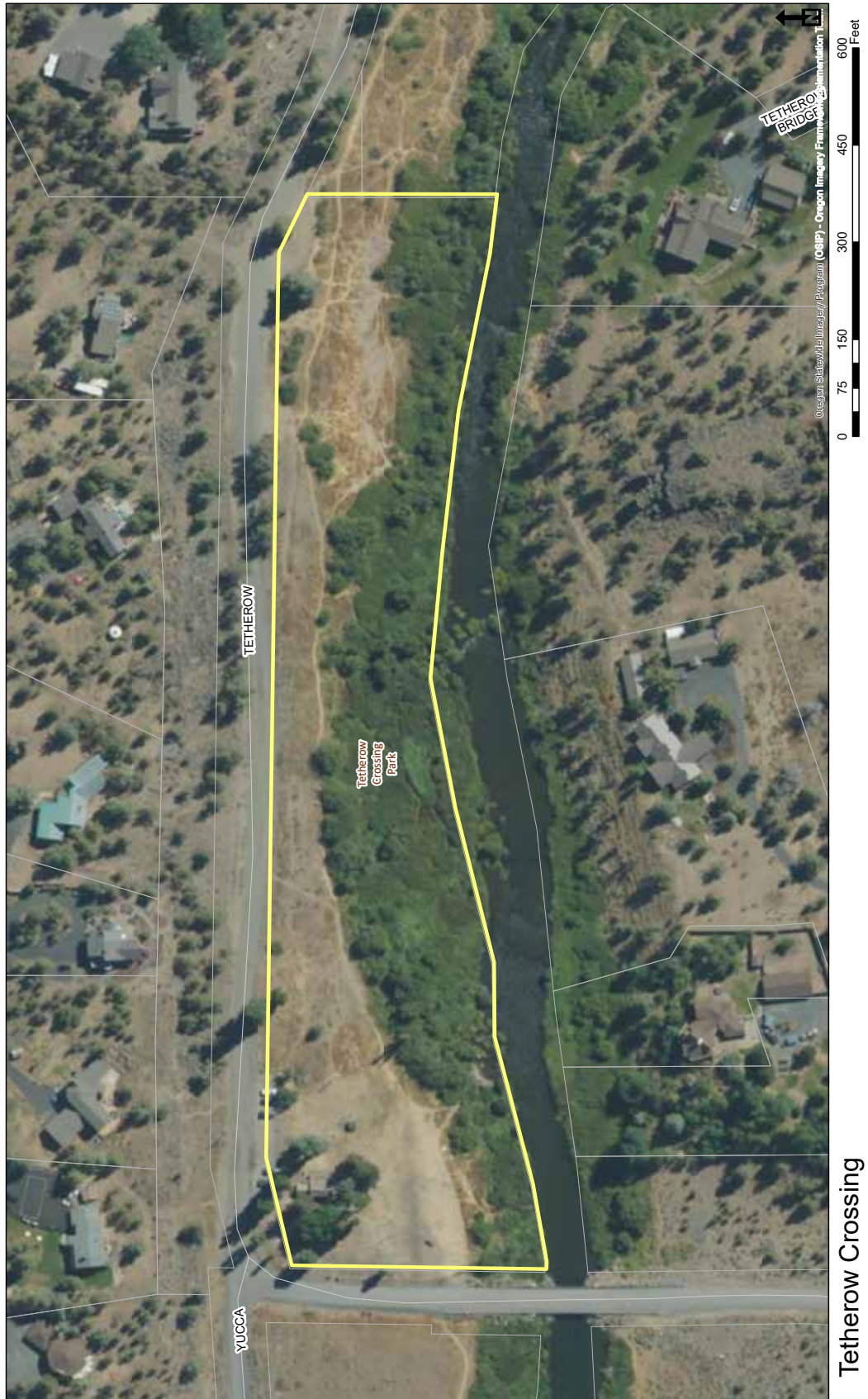


SW 39th St Open Space

0 37.5 75 150 225 300 Feet



The Hub Aquatic and Recreation site



Appendix D: Recreation Trends

The following summaries from recognized park and recreation resources provide background on national, state and local park and recreation trends. Examining current recreation trends may inform potential park and recreation improvements and opportunities to enhance programs and services.

2025 NRPA Agency Performance Review

In the 2025 National Recreation and Parks Association (NRPA) Agency Performance Review and its accompanying Park Metrics share comprehensive park and recreation-related data collected and analyzed to inform park and recreation professionals and key stakeholders about the state of the industry. The 2025 NRPA Agency Performance Review presents data from more than 900 unique park and recreation agencies across the United States as reported from 2022 to 2024. These resources provide guidance to inform decisions and demonstrate the full breadth of service offerings and responsibilities of park and recreation agencies throughout the United States. This data can offer a perspective for RAPRD to compare their service provision to other agencies across the country. However, every park & rec agency has its own unique characteristics, combination of responsibilities and community composition. This comparison of nationwide data can provide guiding insights rather than target benchmarks. The agency performance report indicated recent trends in staffing and volunteers for park and recreation agencies show that numbers of authorized full-time positions has steadily rebounded since 2011.

Key Findings & Characteristics

Park facilities and operations vary greatly across the nation. The typical agency participating in the NRPA park metric survey serves a jurisdiction of approximately 45,000 people, but population size varies widely across all responding jurisdictions. The typical park and recreation agency has jurisdiction over 22 parks comprising over 571 acres. When including non-park sites (such as city halls and roadway medians), the median management scale for park agencies increases to 30 sites encompassing 676 acres. Park facilities also have a range of service levels in terms of acres of parkland per population and residents per park. These metrics are categorized by the agency's population size.

Park Facilities

The typical park and recreation agency has:

- One park for every 2,411 residents
- 82% of agencies offer fee-based programs
- 10.2 acres of park land for every 1,000 residents in its jurisdiction
- \$103.13 operating expenditures per capita
- 8.6 full-time equivalent employees per 10,000 residents
- 94% of agencies have playgrounds
- An average of 17 miles of trails across all agencies

Figure D1. Median Residents per Park Based On Population Size

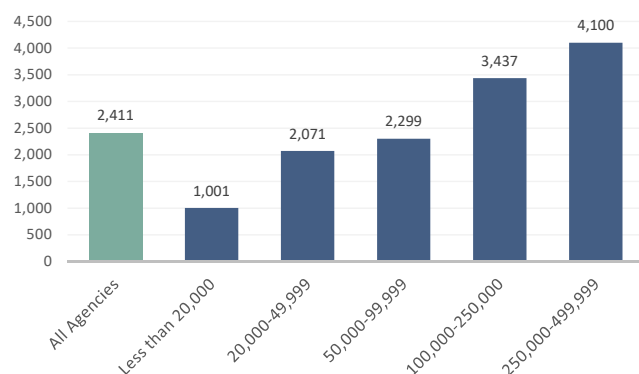
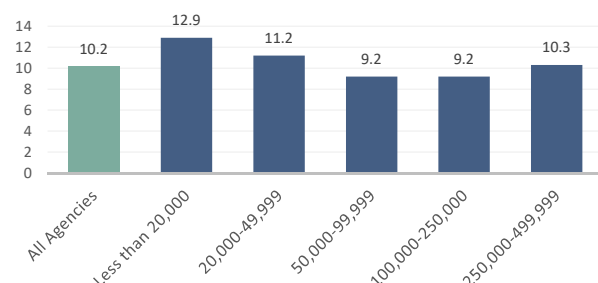


Figure D2. Acres of Parkland per 1,000 Residents based on Population Size



A large majority of park and recreation agencies provide playgrounds (94%) as their most common facility in their portfolio of outdoor assets. Eighty-five percent have diamond fields (baseball, softball), 84 percent have standalone basketball courts and 83 percent have rectangular fields (soccer, field hockey, lacrosse). Other common facilities include tennis courts (72%) and dog parks (68%).

The breakdown of the most common types of outdoor facilities includes:

- One playground/play structure for every 3,737 residents
- One diamond field for every 4,749 residents
- One basketball court for every 8,500 residents
- One rectangular field for every 5,946 residents
- One tennis court for every 6,794 residents
- One dog park for every 47,247 residents

Sixty-three percent of park and recreation agencies operate recreation centers. Indoor recreation facilities may provide a variety of recreational opportunities. Twenty-nine percent of agencies provide indoor multiuse courts. Nearly, a third of park and recreation agencies (32%) operate, maintain or manage indoor swimming facilities or indoor water parks.

Recreation centers (63%) are provided more often than community centers (60%). Senior centers (41%), performance amphitheaters (43%) and nature centers (35%) are also common.

Currently, 45 percent of agencies report providing pickleball courts in their inventory. National trends indicate pickleball as the fastest growing sport so it is expected that this percentage will rapidly change in the future.

The typical park and recreation agency that manages or maintains trails for walking, hiking, running and/or biking has 17 miles of trails. Agencies serving less than 20,000 residents have a median of 4 miles of trails under their care.

Park and recreation agencies often take on responsibilities beyond their core functions of operating parks and providing recreational programs. Other responsibilities may include tourist attractions, golf courses, outdoor amphitheaters, indoor swim facilities, farmer's markets, indoor sports complexes, campgrounds, performing arts centers, stadiums/arenas/racetracks, fairgrounds and/or marinas.

Programming

The typical park and recreation agency offers 250 programs, annually, with 82% being fee-based. Programming can be activities, clubs, teams, classes or other types of group activities. More than nine in ten (91%) park and recreation agencies offer theme special events, such as movies or concerts in the park, cultural events, holiday festivities and more.

At least nine in ten agencies provide themed special events (91% of agencies), social recreation events (88%), team sports (86%), fitness enhancement classes (82%), and health and wellness education (82%). Eighty-three percent of all park and recreation agencies offer summer camp; 77 percent offer older adult programming; and 67 percent offer programs for people with disabilities.

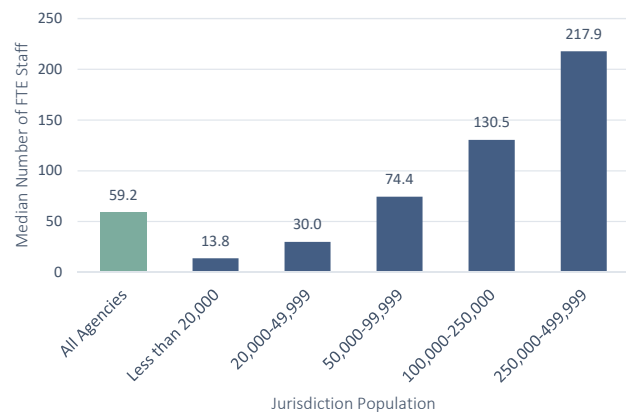
Staffing

Park and recreation employees are responsible for operations and maintenance, programming and administration. The typical park and recreation agency has:

- 59.2 full-time equivalent staff (FTEs) on payroll
- 8.6 FTEs on staff for every 10,000 residents in its jurisdiction

Median FTE counts also positively correlate with the number of acres maintained, the number of parks maintained, operating expenditures, and the population served. For example, agencies that serve populations under 20,000 employ an average of 13.8 FTE while agencies in communities between 20,000 and 49,999 residents employ an average of 30.5 FTE.

Figure D3. Park and Recreation Agency Staffing: Full-Time Equivalents (By Jurisdiction Population)



Another way of comparing agency staffing across different park and recreation agencies examines number of staff per 10,000 residents. These comparative numbers hold fairly steady across population sizes with the median for all agencies at 8.6 FTEs. Agencies in communities under 20,000 residents have a ratio of 13.7 FTEs per 10,000 residents.

Figure D4. Park and Recreation Agency FTEs Per 10,000 Residents



Capital and Operating Expenses

For capital expenses, the typical park agency:

- Dedicates about 56% to renovation projects and 30% to new development projects.
- Plans to spend about \$8 million on capital expenditures over the next five years.

For operations, the typical park agency spends:

- \$6.45 million per year on total operating expenses
- \$8,260 on annual operating expenses per acre of park and non-park sites managed by the agency
- \$99.47 on annual operating expenses per capita
- \$110,912 in annual operating expenditures per employee
- 54% of the annual operating budget on personnel costs, 38% on operating expenses, and 6% on capital expenses not included in the agency's capital improvement plan (CIP)
- 39% of its operating budget on park management and maintenance, 35% on recreation, 17% on administration and 9% on other activities

Agency Funding

The typical park and recreation agency:

Derives 62% of their operating expenditures from general fund tax support, 21% from generated revenues, 8% from dedicated taxes or levies, 3% from other dedicated taxes, 2% from grants, and the remaining 3% from sponsorships, private donations and other sources

Generates \$22.58 in revenue annually for each resident in the jurisdiction

2024 State of the Industry Report

Recreation Management magazine's 2024 Report on the State of the Managed Recreation Industry summarizes the opinions and information provided by a wide range of professionals with the majority of respondents in leadership positions working in the recreation, sports, and fitness industry. While the respondents came from a wide range of sports-related entities, 42.5% were from park and recreation providers. The vast majority of respondents from parks—98.5%—were with public or governmental organizations. Park respondents manage the most facilities, with an average of 9.4, down from 13.3 in 2023, but in line with 2022, when park respondents averaged nine facilities.

Partnerships

The 2024 report indicated that most (85.4%) recreation, sports, and fitness facility owners form partnerships with other organizations as a means of expanding their reach, offering additional programming opportunities or as a way to share resources and increase funding. Local schools are shown as the most common partner (59.9%) for all facility types. Youth-serving organizations (Ys, JCC, Boys & Girls Clubs) and park and recreation organizations were the most likely to report that they had partnered with outside organizations, at 96.1% and 92.9% respectively.

Facilities and Improvements

A majority of park respondents (74.6%) said they had plans for construction, on par with 2022. More than half (54%) of park respondents were planning renovations to their facilities, and 36.9% of park respondents were planning to new construction with 31.5% planning additions. The top 10 planned features for all facility types include:

- Splash play areas (26.5% of respondents with plans to add features are planning to add splash play)
- Fitness trails and outdoor fitness equipment (21.1%)
- Park restroom structures (19%)
- Park shelters (17.8%)
- Playgrounds (17.6%)
- Walking and hiking trails (17.3%)
- Synthetic turf sports fields (17.3%)
- Dog parks (16.4%)
- Outdoor sports courts (14.3%)
- Community gardens (13.6%)

Programming

Nearly all respondents (95.2%) offer programming of some kind. The top 10 most commonly offered programs include: holiday events and other special events (provided by 78% of respondents); group exercise programs (65%); fitness programs (62%); educational programs (62%); day camps and summer camps (60%); youth sports teams (57%); arts and crafts programs (55%); mind-body balance programs such as yoga and tai chi (54%); programs for active older adults (53%); swimming programs such as learn-to-swim or swim teams (47%) and sports tournaments and races (46%).

2024 saw a great deal of growth in a large number of program types. The programs that saw an increase of at least five percentage points include: arts and crafts (up 11.9 percentage points); group exercise programs (up 11.5); festivals and concerts (up 10); active older adult programs (up 9.7); holiday events and other special events (up 9.2).

Parks respondents were more likely than others to offer sports tournaments and races, sport training such as golf instruction or tennis lessons, and festivals and concerts.

The ten most commonly planned program additions in 2024 were:

1. Environmental education programs (26.4%, up from 22.2% in 2023)
2. Educational programs (24.1%, down slightly from 24.8%)
3. Holiday events and other special events (23.8%, up from 18.1%)
4. Fitness programs (22.5%, up from 20.3%)
5. Mind-body balance programs (22.2%, down from 23.3%)
6. Adult sports teams (22.2%, up from 19.9%)
7. Teen programming (22.2%, down from 23.3%)

8. Programs for active older adults (22.2%, up from 19%)
9. Group exercise programs (20.6%, down from 22%)
10. Special needs programs (19.6%, up from 18.8%)

General Challenges

Over the past three years, staffing troubles has dominated the list of top industry challenges. Filling positions with qualified staff creates a challenge for recreation providers to meet the demanding needs of their members or visitors. In 2024, 56% of respondents identified staffing as their top challenge, while equipment and facility maintenance was the next most common concern with 53% calling it a top issue.

2024 Outdoor Participation Report

According to 2024 Outdoor Participation Trends Report, published by the Outdoor Foundation in Boulder, Colorado, the outdoor recreation participant base grew 4.1% in 2023 to a record 175.8 million Americans (57.3%) ages 6 and older. The number of outdoor participants has grown as new and more casual participants began hiking, biking, camping, running and fishing. Key Insights include the following:

Growth

The recreational participant base is growing. New and young outdoor participants are driving growth and increased diversity in the outdoor recreation participant base. While the number of participants increased the average number of outings per participant fell 11.4% from 70.5 outings per participant in 2022 to 62.5 outings per participant in 2023. The declining frequency of participation offers a cautionary warning that the loss of committed participants may result in declining retail sales of outdoor products.

Diversity

The participant base became more ethnically and racially diverse in 2023 but not by much. The number and percentage of Hispanic and Black people in the core participants has increased but the slower rate of increase compared to growth in the overall participant base indicates a lack of engagement in the more diverse participant base. Diversity brings new participants, new ideas, and new ways of engaging outdoors, more support for outdoor and environmental policies, and more dollars into the outdoor recreation market.

Women as Trailblazers

More than half of American women are participating on outdoor recreation for the first time ever. Female participation reached 51.9% in 2023, up from 50% in 2022. American males reached a higher level in their participation rate with a new record of 62.9% in 2023.

Seniors

Americans aged 55 to 64 showed increased participation of 49.7% in 2023, up from 41.2% in 2019. The participation rate for Americans aged 65 and older grew 11.5% between 2022 and 2023. Those participants aged 65 and older reached a 39.5% rate for 2023.

Inclusion

Members of the LGBTQ+ community make up 11.3% of the outdoor participant base (19.9M) and continue to be the most active adult cohort in outdoor recreation with total participation rates above 60%.

The report suggests that efforts to build core participation in a more diverse market will be key to growing outdoor participation in depth as well as breadth.

2025 Sports, Fitness & Leisure Activities Topline Participation Report

Prepared by a partnership of the Sports and Fitness Industry Association (SFIA) and the Physical Activity Council (PAC), this nationwide study represents 18,000 individual interviews conducted in 2024 that summarize levels of activity and identifies key trends in sports, fitness, and recreation in the US. The 2025 report provides a high degree of statistical accuracy using strict quotas for gender, age, income, region, and ethnicity. The study looked at more than 124 different team and individual sports and outdoor activities. The overall aim of the survey is to establish levels of activity and identify key trends in sports, fitness, and recreation participation.

In 2024, activity levels among Americans reached a historic high, with 80% of Americans aged 6+ being classified as active.

Compared to 2023, participation has grown with both CORE and Casual activity. Activity in the U.S. continues to increase for the seventh consecutive year. This CORE participation (seriously committed athletes) made up 41.2% of participants with Casual participants hitting 58.8% of all participants in 2024. This widening gap points to an evolving trend in how Americans approach their engagement with activities.

Pickleball is still the fastest growing sport in America with 45.8% growth year-over-year and an extraordinary 331% over three years. Other activities also experienced notable growth with Yoga, snowboarding, and wrestling recording year-over-year increases of 9.9%, 9.3% and 8.6% respectively, reflecting a diverse set of interests among participants.

Figure D5. 2024 Total Actives (U.S. population, ages 6+)

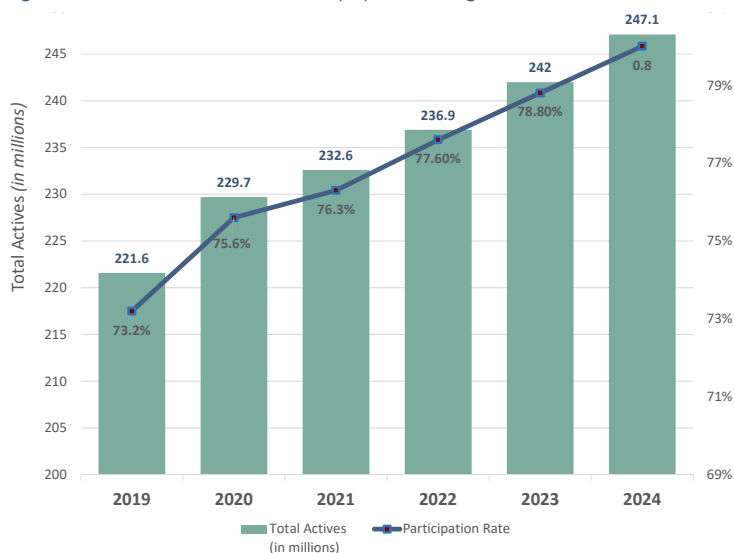
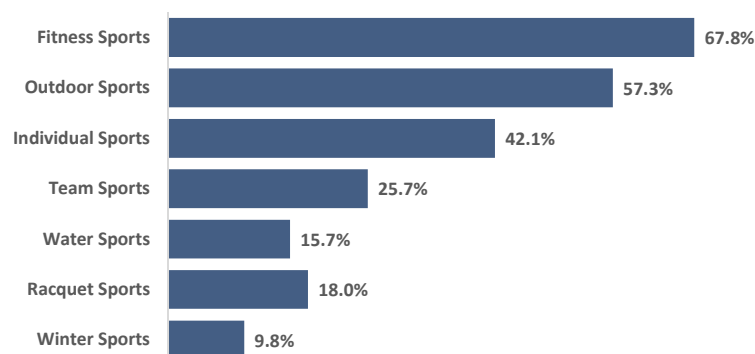


Figure D6. 2024.3 Total Participation Rate by Activity Category (U.S. population, ages 6+)



The influence of the Olympics (in Los Angeles in 2028) played a significant role in rising participation figures in a handful of activities including track & field, gymnastics, swimming on a team, surfing, wrestling and tennis.

Health club-based activities (Treadmill, Stair-Climbing Machine, Stationary Cycling, and Rowing Machine) all had good participation increases from 2022. Class-based fitness activities (Barre, Pilates, Aquatic Exercise, Boot Camp Style Training, Dance, and Yoga) all had good gains in participation from 2022 to 2023. Trail Running and Hiking (Day) both continued to grow their sport's participation. Trail Running grew 12.3% from 2022 to 2023 while Hiking (Day) grew 3.1% from 2022. Golf (on-or-off course) continues its momentum, increasing participation by 3.9% from 2022. This was driven by an 18.8% increase in off course golf, though on course golf showed a modest increase of 9.6%

Oregon State Comprehensive Outdoor Recreation Plan

The Draft 2025-2029 Statewide Comprehensive Outdoor Recreation Plan (SCORP), entitled "Balance and Engagement: Sustaining the Benefits for all Oregonians", constitutes Oregon's basic five-year plan for outdoor recreation. As of June 2024, the draft was still under review and accepting public comment. With the completion of the 2025-2029 plan, the state maintains eligibility to participate in the Land and Water Conservation Fund up through December 2029.

The draft SCORP addresses three important priorities facing outdoor recreation providers in the coming years, including:

1. The importance and benefits of recreation to Oregonians and the local economy.
2. Balancing conservation with outdoor recreation.
3. Engaging with underserved communities in outdoor recreation efforts.

As part of developing the SCORP, the Oregon Parks and Recreation Department (OPRD) conducted a statewide survey of Oregon residents regarding their 2022 outdoor recreation participation in Oregon, as well as their opinions about park and recreation management.

The resident survey measured the top ten outdoor recreation activities for Oregon residents that occur within their community. Walking rated the most participation whether on local streets and sidewalks or along paved paths or natural trails.

Figure D7. Top Ten Activities for Oregon Resident in their Community

Activity	Percent
Walking on streets or sidewalks	79.1%
Walking on paved paths or natural trails	71.8%
Nature immersion	52.6%
Attending outdoor concerts/events	40.6%
Visiting historical sites/parks	40.5%
Picnicking	40.4%
Nature observation	37.4%
Taking children/grandchildren to a playground	34.2%
Visiting nature centers	34.2%
Pedaling bicycles on streets or sidewalks	30.9%

The resident survey also gathered input on where respondents liked to experience outdoor recreation. Local parks were the most frequently visited by 83% of respondents.

Figure D8. Types of Outdoor Recreation Areas Used

Outdoor Recreation Area	Percent
Local/city park	83%
State park, forest, or game land	71%
County park	48%
National park, forest & recreation area	49%

Further survey questions explored where residents felt future investments were needed in their community outdoor recreation areas. Their highest two priorities covered clean and well-maintained facilities and provision of restrooms.

Figure D9. Priorities for Future Investments in their Community

Recreation Priority	Mean*
Clean & well-maintained facilities	4.16
Restrooms	4.06
Free recreation opportunities	3.99
Parks & recreation areas	3.78
Directional/info signs for trails	3.71
Nature & wildlife viewing areas	3.64

This data can help local park and recreation providers better understand public opinions and the preferences of outdoor recreation participants.

In addition to the resident survey, land managers and public recreation providers in Oregon were also surveyed regarding their needs, challenges and priorities for recreation management in their jurisdiction. The most challenging management issues for local outdoor recreation providers (within urban growth boundaries) were identified.

Figure D10. Local Providers: Top 5 Challenges

Management Issues
Reducing illegal activities
Creating new park and recreation facilities
Maintaining existing local parks and facilities
Addressing ADA and other accessibility issues
Providing safe walking and biking routes to parks and trails

The results illustrate that providers face large challenges when increasing opportunities and access to outdoor recreation through resident-supported actions like creating new park and recreation facilities and providing safe walking and biking routes to parks and trails. These larger challenges require more significant investments and longer term planning.

The SCORP report also offers management recommendations to outdoor recreation providers to help protect natural resources and visitor experiences, triggered partly due to issues created by crowding.

- Promote outdoor practices and principles to minimize visitor impacts.
- Utilize web presence to provide information about crowding and encourage visitors to explore less-busy locations.
- Implement timed-entry systems, reservation requirements, and permit requirements to manage crowding.
- Adapt current infrastructure to address crowding and natural resource impacts.

Another series of studies measured the benefits of outdoor recreation on public land systems through healthy lifestyles, lower health care costs and overall quality of life. The research findings were included in the 2025-2029 SCORP. Physical health benefits are demonstrated in the SCORP chapter titled, "Health Benefits Estimates for Oregonians from their Outdoor Recreation Participation in Oregon," showing how energy expenditure from physical activity related to outdoor recreation participation may lead to \$2.965 billion in cost of illness savings for these chronic illnesses.

Research also included the total net economic value for recreation participation in Oregon from their participation in 76 outdoor recreation activities in 2022 for a total of 1.27 billion user occasions. The total net economic value for a recreation activity is the value per activity day times the number of activity days. Filtering the top ten contributors for outdoor recreation activities and their associated economic value reveals walking and enjoying nature as the top generators followed by bicycling, running/jogging, field sports, and playground and dog park users.

Figure D11. User Occasions, Activity Days, and Total Net Economic Value

Top Ten: SCORP Activity in your Community	RUVD* Activity	Total Annual Activity Days	Value/Activity Day (2023 USD)	Total Net Economic Value (2023 USD)
Walking on streets or sidewalks	Walking	357,558,563	\$21.83	\$7,804,896,510
Nature immersion	Wildlife viewing	59,056,930	\$67.36	\$3,978,126,928
Nature observation	Wildlife viewing	54,981,854	\$67.36	\$3,703,626,212
Pedaling bicycles on streets or sidewalks	Leisure biking	42,666,036	\$67.19	\$2,866,672,617
Pedaling bikes on paved or natural trails (incl. mtn bikes)	Mtn biking	22,888,395	\$115.68	\$2,647,691,141
Jogging or running on streets or sidewalks	Jogging/running	28,791,816	\$67.69	\$1,948,961,000
Field sports (soccer, softball, baseball, football, disc golf, etc)	Jogging/running	17,130,797	\$67.69	\$1,159,609,218
Jogging or running on on paved paths or natural trails	Jogging/running	19,867,529	\$67.69	\$1,344,862,692
Taking children/grandchildren to a playground	Walking	48,003,644	\$21.83	\$1,047,838,067
Going to dog parks or off-leash areas	Walking	45,415,364	\$21.83	\$991,340,308

The total net economic value for recreation participation in Oregon by Oregonians is estimated to be \$57.1 billion (2023 USD) annually based on 2022 use levels. Total consumer spending on outdoor recreation in 2022 supported 198,000 full and part-time jobs in Oregon, associated with \$8.4 billion in wages and other compensation.

2026-2035 Oregon Trails Plan

The Oregon Trails Plan comes as a summary report from the 2025-2029 SCORP that measures the latest data on trail usage in Oregon, the economic and health benefits of trails, management issues, and funding priorities. The report provides data on motorized and non-motorized trail activities and water trail (non-motorized) activities. Oregon has an extensive network of federal, state, and local non-motorized trails, including state designated scenic and recreational trails. Scenic trails showcase Oregon's outstanding natural features including rivers, mountains, waterfalls, and the Pacific Ocean. Regional trails connect recreation sites, schools, and communities to provide recreation and active transportation routes. Oregon has over 50 designated motorized riding areas that provide a high level of trail maintenance, signs, maps, and staging areas.

A water trail is a designated route along a lake, river, reservoir, or bay specifically designed for people using small, primarily non-motorized watercraft. Designated National Water Trails in Oregon are the Tualatin River Water Trail and Willamette River Water Trail. The Willamette River Water Trail and Deschutes River Water Trail were identified as Oregon Signature Trails. Water trail facilities are supported by local agencies along many other water bodies across the state.

Trail Use

Oregon residents participated in nearly 275 million trail activities in 2022. Walking on local paved paths and natural trails is the second most frequent outdoor activity in Oregon after walking on streets and sidewalks, with over 149 million use occasions. Walking on local trails accounts for over half (54%) of all trail use in Oregon by residents. Walking/hiking on non-local paved paths or natural trails is the number one outdoor recreation activity that Oregon residents travel outside their community to participate in.

Motorized trail activities such as riding ATVs and snowmobiling make up 3.5% of trail use.

Non-motorized water paddle sports are one of the fastest growing forms of recreation and amongst the top three activities Oregonians started doing during the COVID-19 pandemic. Water trail activities such as canoeing, kayaking, rafting, and sailing accounted for just under 3% of trail use by Oregon residents.

A major change that has occurred on Oregon's trail network since the 2016 Trails Plan is the rapid increase in availability and adoption of electric bicycles ("e-bikes")⁵ and electric micromobility devices ("e-micromobility"). The majority (53%) of reported e-bike and e-micromobility use occurred on streets and sidewalks, nearly 9 million use occasions. Thirty-one percent of e-bike and e-micromobility use (over 5 million use occasions) occurred on local trails.

"Walking on streets or sidewalks" and "Walking on local trails" are the most common outdoor activities for all Oregon resident demographic groups to participate in within their communities. Oregon's trail network supports outdoor recreation, access to nature, and physical activity; all of which are associated with positive impacts on physical and mental health.

The 2025-29 Oregon SCORP estimated the net economic value of outdoor recreation in Oregon by residents to be \$57.1 billion based on 2022 use levels. One quarter (25%) of the total economic value of outdoor recreation in Oregon comes from trail activities, with an annual estimated economic value of \$14.5 billion.

The 2026 Trails Plan will use the trails information from the 2025-29 SCORP to update grant criteria for the Recreational Trails and ATV grant programs. The following topic areas have been identified as potential additional focus areas for the 2026 Trails Plan:

- Funding – Identify strategies and tools to address inadequate funding for trail development, operations, and maintenance
- Trails Maintenance & Stewardship – Prioritize maintaining the existing system. Identify strategies and tools to promote stewardship, stretch limited funding, and expand community partnerships and enjoyment of trails.
- Increasing Accessible Trail Opportunities (including trail amenities such as restrooms, wayfinding, parking) – Identify strategies and tools to increase accessibility of existing and future trails and facilities.

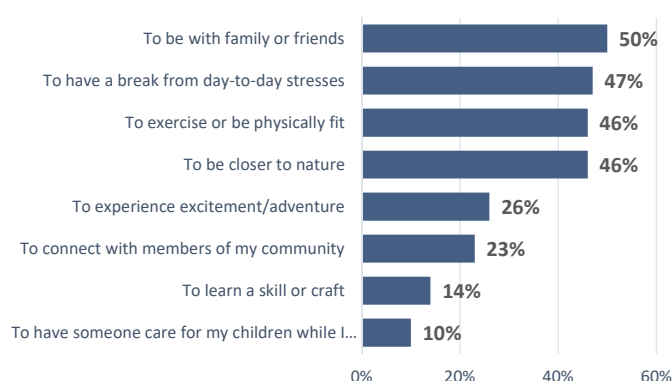
Americans Engagement with Parks Survey

This annual study from the National Park and Recreation Association (NRPA) probes Americans' usage of parks, the key reasons that drive their use, and the greatest challenges preventing greater usage. Each year, the study examines the importance of public parks in Americans' lives, including how parks compare to other services and offerings of local governments. The survey of 1,000 American adults looks at frequency and drivers of parks/recreation facilities visits and the barriers to that prevent greater enjoyment. Survey respondents also indicate the importance of park and recreation plays in their decisions at the voting booth and their level of support for greater funding. Key findings include:

- Eighty-four percent of U.S. adults seek high-quality parks and recreation when choosing a place to live.
- Nearly 3 in 4 U.S. residents have at least one local park, playground, open space or recreation center within walking distance of their homes.
- Nine in ten people agree that parks and recreation is an important service provided by the local government.
- Nearly 3 in 4 adults agree that equity should be an extremely or very important goal for their local park and recreation agency.

People who live near parks and recreation facilities are more likely to be park and recreation users. Individuals living near at least one park are much more likely to arrive at that park by an "active" means (e.g., walking, biking, running), with walking being the most common method of transport. Conversely, 80 percent of U.S. adults who do not live within a walkable distance to parks or recreation opportunities travel to those amenities by car. The typical adult in the United States visits their local parks or recreation facilities every other month. Four main reasons for visiting local parks and recreation facilities stand out: being with family and friends, exercising and being physically fit, taking a break from day-to-day stresses, and being closer to nature. Park and recreation agencies can customize their offerings to the specific needs, wants and desires of their community members by knowing their motivation for visiting parks.

Figure D12. NRPA Park Engagement: Key Reasons for Park Visits



According to the Americans Engagement with Parks report,

"Parks and recreation's success results from its vast offerings of parks, trail networks and other recreation facilities that deliver critical programs for every segment of a community. Each person's relationship with parks and recreation is unique. Some people flock to their local park to stay physically fit, meet with friends and family, or reconnect with nature. Others depend on their local park and recreation agency for indispensable services that improve their lives.

But there remains much work to do. One-hundred million people do not live within a walkable distance of at least one park or recreation facility. Further, many survey respondents indicate they have felt unwelcome at a park or recreation facility or say the infrastructure and programming are not inclusive. Parks and recreation is for everyone — regardless of age, income, race, ethnicity, ability, gender identity or sexual orientation. Professionals, advocates and political leaders have the opportunity to narrow any accessibility or inclusivity gaps through greater community engagement and addressing inequitable funding and infrastructure investments that have deprived millions of people of access to parks and recreation."

Outdoor Recreation Economy

In November 2023, the U.S. Bureau of Economic Analysis (BEA) released its annual report on the economic impact of the outdoor recreation industry at national and state levels. The gross economic output for the outdoor recreation economy was \$1.1 trillion in 2022, accounting for 2.2% of the gross domestic product that year.

The GDP contribution from outdoor recreation economic activity increased by 4.8% from 2021 to 2022.

People finding employment in the outdoor recreation industry increased by 7.4% from 2021 to 2022.

Outdoor recreation remains a significant sector of the U.S. economy. A wide range of activities—from hiking, boating, and hunting to golf and tennis—result in outdoor recreation jobs in a wide variety of industries.

Oregon Outdoor Recreation Industry

The research group Headwaters Economics, in collaboration with the State Outdoor Recreation Business Alliance, published a report in 2023 on the state of the outdoor recreation economy nationally. In the State of Oregon, the outdoor recreation industry employed approximately 72,737 people in 2022 with a total compensation level of \$3,760,711. The total recreation value contributed \$7,502,130 to Oregon's economy. The report emphasizes that investments in outdoor recreation directly result in visitor spending that supports jobs, businesses, and industries across the country.

Inclusion & Universal Access

Across the country, local municipalities and park and recreation providers with older public infrastructure have been upgrading their facilities to comply with the outdoor recreation guidelines for universal access and the Americans with Disabilities Act (ADA). The removal of existing architectural barriers in park facilities has been ongoing and should continue until renovations, upgrades and newer construction provide barrier-free access to all users. Access and inclusion in public parks extends beyond the physical amenities and incorporates considerations of language, technology, wayfinding, program equity and equitable geographic distribution of facilities.

Park and recreation agencies are in a unique position to champion efforts that advance diversity, equity and inclusion (DEI). By assuring representation of diverse life experiences and voices, park and recreation professionals will better reflect the communities their agencies serve. Inequity is the ultimate challenge facing the nation, and parks and recreation can make a profound difference.

Parks for Climate Resiliency

Numerous studies have been documenting the contributions of parks and public lands to better climate resiliency. Parks, open space and natural lands can cool urban heat islands, buffer flood impacts, improve water quality and improve air quality. Urban tree canopy in parks can remove air pollution and sequester carbon. Parks and greenways along storm-affected coastlines are being created to help buffer impacts of anticipated flooding due to sea level rise, storm surges, and increased precipitation. Climate resilience strategies involving parks can focus on resilient shoreline development, green stormwater infrastructure and increased tree groves.

As the climate changes, outdoor recreation opportunities and availability can become more inconsistent. Wildfires, flooding, reduced snowpack and other environmental impacts from climate changes can directly and indirectly affect visitor-use patterns. Recreation planners and managers play a role in climate resiliency by protecting vulnerable resources that can impact outdoor recreation opportunities.

Special Report on Paddlesports & Safety

In 2019, the Outdoor Foundation produced a report focused on paddlesports data based on a participation survey (over 20,000 online interviews with a nationwide sample of individuals and households). In 2018, 22.9 million Americans (approximately 7.4% of the population) participated in paddle sports. This represents an increase of more than 4 million participants since the study began in 2010. Over the last five years, there continues to be an increase in paddlesports popularity among outdoor enthusiasts, with significant portions of the nationwide growth occurring in the Pacific region.

Recreational kayaking continues to grow in popularity but may be driving some of the decline in canoeing. The popularity of stand-up paddling has soared, increasing by 1.5 million participants over the past five years, though it does not have nearly as high a participation rate as either recreational kayaking or canoeing.

One in eight paddlers have been participating in the sport for 21 years or more. However, many participants – between 30%-60%, depending on the discipline – tried a paddlesport for the first time in 2018. Such high levels of first-time participation may produce longer term growth in paddling, assuming participants continue to enjoy the sport.

Among adult paddlers, most participate for excitement and adventure, for exercise, or to be close to nature. Kayakers, rafters, canoers and stand-up paddlers often enjoy, or would be willing to try, other paddlesports. Many also enjoy similar outdoor “crossover” activities such as hiking, camping, walking, and nature viewing.

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Appendix E: Implementation Tools & Tactics

RAPRD possesses a range of local funding tools that could be accessed for the benefit of growing, developing and maintaining its parks and recreation system. The sources listed below represent likely potential sources, but some also may be dedicated for other local purposes which limit applicability and usage. Therefore, discussions with District leadership is critical to assess the political landscape to modify or expand the use of existing revenue sources in favor of parks and recreation efforts.

LOCAL FUNDING OPTIONS

General Obligation Bond

These are voter-approved bonds with the authority to levy an assessment on real and personal property. The money can only be used for capital construction and improvements, but not for maintenance. This property tax is levied for a specified period of time (usually 15-20 years). Passage requires a simple majority in November and May elections, unless during a special election, in which case a double majority (a majority of registered voters must vote and a majority of those voting must approve the measure) is required. Voters approved general obligation bonds in the amount of \$49 million in November 2022 for RAPRD to build a new comprehensive community Recreation Center.

User Fees & Passes

This revenue source is for participating in programs, classes, activities, and events which typically require pre-registration to assure a place. These participant fees attempt to recover most if not all of the direct expenses and are often revenue positive due to market demand. RAPRD also currently sells swimming pool passes for specific time frames, which are used to offset operational costs.

Local Option Levy

Most taxing districts in Oregon can ask voters to approve a local option levy, which allows them to temporarily exceed their permanent rate limit. These levies are typically for operations (up to 5 years) or capital construction projects (up to 10 years or the useful life of the project).

System Development Charges

System development charges (SDCs) are charged for new residential development to help finance the demand for park facilities created by the new growth. The City of Redmond currently assesses a parks SDC. The District could consider a parks SDC for areas outside the City of Redmond to support future investments (e.g., Terrebonne).

FEDERAL / STATE GRANTS & CONSERVATION PROGRAMS

Rivers, Trails and Conservation Assistance Program - National Park Service

The Rivers, Trails and Conservation Assistance Program, also known as the Rivers & Trails Program or RTCA, is a community resource administered by the National Park Service and federal government agencies, so they can conserve rivers, preserve open space and develop trails and greenways. The RTCA assists communities and public land managers in developing or restoring parks, conservation areas, rivers, and wildlife habitats, as well as creating outdoor recreation opportunities and programs that engage future generations in the outdoors.

Urban and Community Forestry Grants - Oregon Department of Forestry

The Oregon Department of Forestry provides a range of grants and incentives for private landowners and municipalities. Program areas range from community forestry to weed control to conservation and resiliency efforts.

North American Wetlands Conservation Act Grants Program - US Fish & Wildlife Service

The North American Wetlands Conservation Act of 1989 provides matching grants to organizations and individuals who have developed partnerships to carry out wetland conservation projects in the United States, Canada, and Mexico for the benefit of wetlands-associated migratory birds and other wildlife. Both are Two competitive grants programs exist (Standard and a Small Grants Program) and require that grant requests be matched by partner contributions at no less than a 1-to-1 ratio. Funds from U.S. Federal sources may contribute towards a project, but are not eligible as match.

The Standard Grants Program supports projects in Canada, the United States, and Mexico that involve long-term protection, restoration, and/or

enhancement of wetlands and associated uplands habitats.

The Small Grants Program operates only in the United States; it supports the same type of projects and adheres to the same selection criteria and administrative guidelines as the U.S. Standard Grants Program. However, project activities are usually smaller in scope and involve fewer project dollars. Grant requests may not exceed \$75,000, and funding priority is given to grantees or partners new to the Act's Grants Program.

Local Government Grant - Oregon Parks and Recreation

Local government agencies who are obligated by state law to provide public recreation facilities are eligible for OPR's Local Government Grants, and these are limited to public outdoor park and recreation areas and facilities. Eligible projects involve land acquisition, development and major rehabilitation projects that are consistent with the outdoor recreation goals and objectives contained in the Statewide Comprehensive Outdoor Recreation Plan.

Land and Water Conservation Fund (LWCF) Grant - Oregon Parks and Recreation

LWCF grants are available through OPR to either acquire land for public outdoor recreation or to develop basic outdoor recreation facilities. Projects must be consistent with the outdoor recreation goals and objectives stated in the Statewide Comprehensive Outdoor Recreation Plan and elements of local comprehensive land use plans and park master plans. A 50% match is required from all successful applicants of non-federal funds, in-kind services and/or materials.

Recreational Trails Program Grant - Oregon Parks and Recreation

Recreational Trails Grants are national grants administered by OPRD for recreational trail-related projects, such as hiking, running, bicycling, off-road motorcycling, and all-terrain vehicle riding. Yearly grants are awarded based on available federal funding. RTP funding is primarily for recreational trail projects, rather than utilitarian transportation-based projects. Funding is divided into 30% motorized trail use, 30% non-motorized trail use and 40% diverse trail use. A 20% minimum project match is required.

Oregon Heritage Grants - Oregon Parks and Recreation

Oregon Heritage offers a variety of grant programs for heritage projects from historic building preservation to oral history projects and more. Grant programs focus on specific foci, including façade renovation, main street revitalization, Veterans' and War Memorials, the preservation of historic resources, among others.

Bicycle & Pedestrian Program Grants - Oregon Department of Transportation

The Pedestrian and Bicycle Grant Program is a competitive grant program that provides resources to Oregon cities, counties and ODOT regional and district offices for design and construction of pedestrian and bicycle facilities. Proposed facilities must be within public rights-of-way. Grants are awarded by the Oregon Bicycle and Pedestrian Advisory Committee. Project types include sidewalk infill, ADA upgrades, street crossings, intersection improvements, minor widening for bike lanes.

Oregon Watershed Enhancement Board Grant

The Oregon Watershed Enhancement Board focuses on projects that approach natural resources management from a whole-watershed perspective. OWEB encourages projects that foster interagency cooperation, include other sources of funding, provide for local stakeholder involvement, include youth and volunteers and promote learning about watershed concepts. There are five general categories of projects eligible for OWEB funding: watershed management (restoration and acquisition), resource monitoring and assessment, watershed education and outreach, and technical assistance.

Arts Grants - Oregon Arts Commission

The Oregon Arts Commission funds arts programs and individual artistic innovation throughout Oregon. Grant programs serve as investments in our state's culture. They are supported by contributions from the State of Oregon, the Oregon Cultural Trust, and the National Endowment for the Arts.

OTHER METHODS & FUNDING SOURCES

Private Grants, Donations & Gifts

Many trusts and private foundations provide funding for park, recreation and open space projects. Grants from these sources are typically allocated through a competitive application process and vary dramatically in size based on the financial resources and funding criteria of the organization. Philanthropic giving is another source of project funding. Efforts in this area may involve cash gifts and include donations through other mechanisms such as wills or insurance policies. Community fund raising efforts can also support park, recreation or open space facilities and projects.

Meyer Memorial Trust

The Meyer Memorial Trust seeks opportunities to make program-related investments in Oregon and Clark County, WA. General Purpose Grants support projects related to arts and humanities, education, health, social welfare, and a variety of other activities. Proposals may be submitted at any time under this program, and there is no limitation on the size or duration of these grants.

REI in the Community - Non-Profit Partnerships and Grants

Partnerships begin with store teams who may connect with nonprofits by promoting or partnering for events and service projects, raising visibility with REI customers, offering product donations, and inviting and selecting organizations for an REI grant.

Kaiser Permanente Healthy Environments Program

These programs work with community-based organizations, public agencies, businesses and residents to translate their vision for healthy communities into visible, concrete changes — and ultimately healthier neighborhoods.

Business Sponsorships/Donations

Business sponsorships for programs may be available throughout the year. In-kind contributions are often received, including food, door prizes and equipment/material.

Interagency Agreements

State law provides for interagency cooperative efforts between units of government. Joint acquisition, development and/or use of park and open space facilities may be provided between parks, school districts, other municipalities and utility providers.

ACQUISITION TOOLS & METHODS

DIRECT PURCHASE METHODS

Market Value Purchase

Through a written purchase and sale agreement, the District purchases land at the present market value based on an independent appraisal. Timing, payment of real estate taxes and other contingencies are negotiable.

Partial Value Purchase (or Bargain Sale)

In a bargain sale, the landowner agrees to sell for less than the property's fair market value. A landowner's decision to proceed with a bargain sale is unique and personal; landowners with a strong sense of civic pride, long community history or concerns about capital gains are possible candidates for this approach. In addition to cash proceeds upon closing, the landowner may be entitled to a charitable income tax deduction based on the difference between the land's fair market value and its sale price.

Life Estates & Bequests

In the event a landowner wishes to remain on the property for a long period of time or until death, several variations on a sale agreement exist. In a life estate agreement, the landowner may continue to live on the land by donating a remainder interest and retaining a "reserved life estate." Specifically, the landowner donates or sells the property to the District, but reserves the right for the seller or any other named person to continue to live on

and use the property. When the owner or other specified person dies or releases his/her life interest, full title and control over the property will be transferred to the District. By donating a remainder interest, the landowner may be eligible for a tax deduction when the gift is made. In a bequest, the landowner designates in a will or trust document that the property is to be transferred to the District upon death. While a life estate offers the District some degree of title control during the life of the landowner, a bequest does not. Unless the intent to bequest is disclosed to and known by the District in advance, no guarantees exist with regard to the condition of the property upon transfer or to any liabilities that may exist.

Option to Purchase Agreement

This is a binding contract between a landowner and the District that would only apply according to the conditions of the option and limits the seller's power to revoke an offer. Once in place and signed, the option agreement may be triggered at a future, specified date or upon the completion of designated conditions. Option agreements can be made for any time duration and can include all of the language pertinent to closing a property sale.

Right of First Refusal

In this agreement, the landowner grants the District the first chance to purchase the property once the landowner wishes to sell. The agreement does not establish the sale price for the property, and the landowner is free to refuse to sell it for the price offered by the District. This is the weakest form of agreement between an owner and a prospective buyer.

Conservation Easements

Through a conservation easement, a landowner voluntarily agrees to sell or donate certain rights associated with his or her property – often the right to subdivide or develop – and a private organization or public agency agrees to hold the right to enforce the landowner's promise not to exercise those rights. In essence, the rights are forfeited and no longer exist. This is a legal agreement between the landowner and the District (or private organization) that permanently limits uses of the land in order to conserve a portion of the property for public use or protection. Typically, this approach is used to provide trail corridors where only a small portion of the land is needed or for the strategic protection of natural resources and habitat. The landowner still owns the property, but the use of the land is restricted. Conservation easements may result in an income tax deduction and reduced property taxes and estate taxes. The preservation and protection of

habitat or resources lands may best be coordinated with the local land trust or conservancy, since that organization will likely have staff resources, a systematic planning approach and access to non-governmental funds to facilitate aggressive or large scale transactions.

LANDOWNER INCENTIVE MEASURES

IRC 1031 Exchange

If the landowner owns business or investment property, an IRC Section 1031 Exchange can facilitate the exchange of like-kind property solely for business or investment purposes. No capital gain or loss is recognized under Internal Revenue Code Section 1031 (see www.irc.gov for more details).

OTHER LAND PROTECTION OPTIONS

Land Trusts & Conservancies

Land trusts are private non-profit organizations that acquire and protect special open spaces and are traditionally not associated with any government agency. The Deschutes Land Trust is the local land trust serving the Redmond area. Other national organizations with local representation include The Nature Conservancy, Trust for Public Land and the Wetlands Conservancy.



465 SW Rimrock Way
Redmond, OR 97756
raprd.org

RAPRD BOARD AGENDA COMMUNICATION

MEETING DATE: October 14, 2025

SUBJECT: Bond Oversight Committee Application

STAFF RESOURCE: Katie Hammer

ACTION PROPOSED: Appoint Member to the Bond Oversight Committee

BACKGROUND:

The RAPRD Board of Directors appointed the initial Bond Oversight Committee members in fall 2024. The committee shall be comprised of five to seven members and an ex-officio representative from the RAPRD Board of Directors. There are currently four committee members.

An application was submitted for one of the vacant positions and staff is recommending that this applicant is appointed to bring the committee membership up to the minimum amount for the committee.

Continued recruitment for the vacant positions is ongoing until the committee is full.

RECOMMENDED MOTION: Staff are recommending the appointment of Bob Mitchell to the Bond Oversight Committee for a term ending Dec. 31, 2026



Application for Appointment
Citizens Bond Oversight Committee

Please Print or Type

Name: ROBERT K MITCHELL (BOB)

Address: [REDACTED]

City: REARDA Zip Code: 97756

Home Phone: NONE Cell Phone: [REDACTED]

Email: [REDACTED]

Please indicate which term you are applying for:

☒ year term ending Dec. 31, 2026 (3 available)

Why do you want to serve on the Measure 9-150 Bond Oversight Committee?

I think it's a good way to use my experience and contribute to the community. I have a long-term commitment to youth sports and athletic programs.

Do you have any special area of expertise you think would be helpful to the committee?

I am a retired VP Finance/CFO. In my public accounting days I audited some residential and commercial contractors & builders.

Have you served on any other committee for RAPRD, City, School District, or community group? If yes, please list and briefly describe your role:

No

Please provide any additional information you feel should be considered as part of your application.

Do you know of any reasons, such as an actual or potential conflict of interest that could adversely affect your ability to serve on the Bond Oversight Committee?

☐ Yes ☒ No

Employees, vendors, contractors, and consultants of Redmond Area Park and Recreation District are prohibited from serving on the committee. Employment which could result in becoming a contractor or subcontractor would be a potential conflict.

All answers and statements in this document are true and complete to the best of my knowledge.

Signature:

[Redacted Signature]

Date:

9/17/2025

Please return completed application to Katie Hammer, RAPRD Executive Director,
katie.hammer@raprd.org

Applications may also be mailed to: PO BOX 843, Redmond, OR 97756 or dropped off
at Cascade Swim Center, 465 SW Rimrock Way, Redmond, OR.