

## DIVISION 5

### PROCUREMENT AND CONTRACTING FOR BENEFIT PLANS AND SERVICES

#### 111-005-0010

##### Policy

The policy of the Oregon Educators Benefit Board (OEBB) is to select Contractors and Consultants in an expeditious, fair, and efficient manner that is consistent with the goal of delivering high-quality benefits and other services at a cost that is affordable to the Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees, and meets the requirements of ORS 243.866. The Board may enter into more than one Contract for each type of Benefit Plan or other service sought.

#### 111-005-0015

##### Renewal, Screening and Selection for Benefits, Vendor and Personal Services Contracts

(1) The Board is charged with the obligation of obtaining Benefit Plans for Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees. Oregon Administrative Rules (OARs) 111-005-0040 through 111-005-0080 set forth the screening, selection, and renewal processes to be used for all such Benefit Plans. The Board has sole authority to procure all Benefit Plans and services contemplated by ORS 243.860 through ORS 243.886.

(2) Except as provided in OARs 111-005-0040 through 111-005-0080, the Board adopts the DOJ model public contract rules in OAR 137, division 46 (General Provisions Related to Public Contracting) and division 47 (Public Procurements for Goods or Services) as the contracting rules that shall apply to its Contracts.

#### 111-005-0020

##### Definitions

For the purposes of OARs 111-005-0010 through 111-005-0080 the following definitions will apply:

(1) "Apparent Successful Proposer" or "ASP" means an organization selected as a result of a competitive and completed Procurement process.

(2) "Benefit Plan Contractor" means a Contractor that administers one or more Benefit plans for OEBB.

(3) "Bid" means a competitive document, binding on the Proposer and submitted in response to an Invitation to Bid.

(4) "Bidder" means a Person submitting a proposal in response to an ITB.

(5) "Competitive Range" means the group of Proposers or Bidders responding to a Procurement that has Proposals or Bids that score higher based on the Procurement's evaluation criteria than the remaining Proposers or Bidders in some meaningful way. Proposers or Bidders who are determined to be in a Competitive Range may also be referred to as finalists.

(6) "Consultant" means brokers or other advisory personnel hired by the Board to:

(a) Assist in acquiring adequate Benefit Plan coverage for Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees. ;

(b) Assist in the study of all matters connected with the provision of adequate Benefit Plan coverage for Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees;

(c) Assist in the development and implementation of decision-making processes;

(d) Design and implement additional programs to review, monitor and assist in health improvement for Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees; ; and

(e) Provide other services as required by the Board.

(7) "Contractor" means an individual or firm who provides services to the Board under a public contract.

(8) "Emergency" means circumstances that:

(a) Could not have been reasonably foreseen;

(b) Create a substantial risk of loss, damage or interruption of Benefit Plans or other services or a substantial threat to property, public health, welfare or safety; and

(c) Require prompt execution of a contract to remedy the condition.

(9) "Extensive Procurement" means the process of soliciting Proposals and Bids and selecting a Contractor for services amounting to \$150,000 and over.

(10) "Intermediate Procurement" means the process of soliciting Proposals and Bids and selecting a Contractor for services amounting to under \$150,000 but over \$10,000.

(11) "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, used for soliciting bids.

(12) "OEBB" or "the Board" refers to the Board or other Persons or groups the Board delegates authority to for all or part of the Solicitation process.

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

(14) "Person" means a natural person capable of being legally bound, a sole proprietorship, a corporation, a partnership, a limited liability company or partnership, a limited partnership, a for-profit or nonprofit unincorporated association, a business trust, two or more persons having a joint or common economic interest, any other person with legal capacity to contract or a public body.

(15) "Procurement" means the action of obtaining goods or services under a public contract.

(16) "Proposal" means a competitive document, binding on the Proposer and submitted in response to a RFP.

(17) "Proposer" means a Person submitting a proposal in response to a RFP.

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

(19) "Request for Proposal" or "RFP" means all documents, whether attached or incorporated by reference, used for soliciting proposals.

(20) "Responsible Proposer" means a Person who meets the standards of responsibility described in OAR 111-005-0055.

(21) "Responsive Proposal" means a Proposal that substantially complies with the RFP and all prescribed Procurement procedures and requirements.

(22) "Selection Committee" means the group of individuals appointed or approved by the Board to review, evaluate and score Proposals received as part of an Intermediate or Extensive Procurement.

(23) "Single Point of Contact" or "SPC" means the designated OEGB staff or designee that serves as the official point of contact between OEGB and interested Proposers, ASPs, or Contractors.

(24) "Small Procurement" means the process of securing Contractors or Consultants for services amounting to \$5,000 or less.

(25) "Sole Source" means the only Contractor or Consultant of a particular product or service reasonably available.

(26) "Solicitation" generally refers to the methods used to request goods or services through a competitive process, including Requests for Proposals, Invitations to Bid, and other methods used under Intermediate or Extensive Procurements.

#### **111-005-0040**

#### **Extensive Procurement Process**

The Board will use the following procedure for Extensive Procurements, except as provided for under OAR 111-005-0046 or 111-005-0048.

(1) Announcement. The Board will post Solicitation notices for Benefit Plans or services on ORPIN. The Board may also post Solicitation notices for Benefit Plans or services in trade periodicals or newspapers of general or specialized circulation. The Solicitation notice will include a description of the Benefit Plans or services sought, the scope of the services required, evaluation and selection criteria, and a description of any special requirements. The notice will invite qualified prospective Proposers to submit Proposals. The notice will specify when and where to obtain the RFP, where to return the Proposal, the method of submission, and the closing date.

(2) No remuneration will be offered to prospective Proposers for attendance, travel, document preparation, etc. unless otherwise specified in the RFP.

(3) Pre-proposal conference. Unless otherwise specified in the RFP, the pre-proposal conference will:

(a) Be voluntary; and

(b) Be held in Salem, Oregon.

(4) Protest of RFP specifications; request for change; request for clarification.

(a) Protest of RFP specifications.

(A) A Proposer may deliver a protest to the SPC not less than ten calendar days prior to closing, unless otherwise specified in the RFP.

(B) Protests must be in writing and must include:

(i) A detailed statement of the legal and factual grounds for the protest;

(ii) A description of the resulting prejudice to the Proposer; and

(iii) A statement of the desired changes to the RFP.

(C) OEBB will not consider a protest after the submission deadline.

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

(E) If OEBB receives a written protest that meets this rule's requirements, the closing may be extended if OEBB determines an extension is necessary to consider the protest and to issue any addendum to the RFP.

(b) Request for change.

(A) A Proposer may submit a written request to change the RFP specifications, unless otherwise specified in the RFP. If the RFP allows requests for change and does not specify otherwise, Proposer must deliver the written request for change to the SPC not less than ten calendar days prior to closing.

(B) A request for change must include a statement of the requested changes to the RFP specifications as well as the reason for the requested change.

(C) OEBB will not consider a request for change after the submission deadline.

(D) OEBB will provide notice to the requestor if it entirely rejects a change. If OEBB agrees with the request for change, in whole or in part, OEBB will issue an addendum reflecting its determination under OAR 137-030-0055 and 137-047-0430 or cancel the Solicitation under 137-030-0115.

(E) If OEBB receives a written request for change that meets this rule's requirements, closing may be extended if OEBB determines an extension is necessary to consider the request and to issue any addendum to the RFP.

(c) Request for clarification.

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

(B) A Proposer may request that OEBB clarify any provision of the RFP.

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

(5) Addenda to an RFP following a protest of RFP specifications, request for change, or request for clarification.

(a) Issuance; receipt. OEBB may change an RFP only by written addenda. A Proposer must provide written acknowledgement of receipt of all issued addenda with its Proposal, unless otherwise specified in the RFP.

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

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

(d) Request for change or protest. A potential Proposer may submit a written request for change or protest to the addendum by the close of OEBB's next business day after issuance of the addendum, unless otherwise specified in the addendum.

(6) Submission. All Proposals must comply with the RFP's specifications.

(a) If portions of a Proposal are deemed unacceptable or non-responsive to the RFP's specifications, the Proposal in its entirety will be deemed non-responsive and will not be given further evaluation or consideration, unless a clarification of portions of the Proposal results in a determination that it meets the RFP's specifications. If a Proposal is delivered late, it will be deemed non-responsive, will not be given further evaluation or consideration, and will be returned to the Proposer unopened.

(b) Submission of Proposals must be in written hard copy or electronic format and must be delivered according to the RFP's specifications. OEBB is not responsible for unreadable or incomplete electronic transmissions or for electronic transmissions that are not received by the SPC or designee as specified in the RFP by the closing date and time stated in the RFP.

(7) Evaluation. Proposals will be evaluated in accordance with the criteria set forth in the RFP and applicable law. OEBB staff, Consultants, or other persons designated by OEBB may provide recommendations to the Board on determining the Competitive Range and selecting the ASP(s).

(8) Rejection of Proposal. OEBB may reject any Proposal for good cause and deem it as non-responsive upon written finding that it is in the best interest of Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees to do so or acceptance of the Proposal may impair the integrity of the RFP process. OEBB will notify the Proposer of the rejection in writing and provide the good cause justification and finding. OEBB is not liable to any Proposer for any loss or expense caused by or resulting from any rejection, cancellation, delay or suspension. Without limiting the generality of the foregoing, OEBB may reject any Proposal upon finding that the Proposal:

(a) Is contingent upon OEBB's acceptance of terms and conditions (including the RFP Specifications and requirements) that differ from the RFP;

(b) Takes exception to terms and conditions set forth in the RFP;

(c) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the RFP or in contravention of applicable law;

(d) Offers services that fail to meet the RFP's specifications or requirements;

(e) Is late;

(f) Is not in substantial compliance with the RFP;

(g) Is not in substantial compliance with all prescribed Procurement procedures;

(h) Is from a Proposer that has been debarred as set forth in ORS 279B.130;

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

(j) Is from a Proposer found non-responsive as described in OAR 111-005-0055.

(9) Intent to award, discuss, or negotiate. After the protest period provided in subsection (4)(a) expires or after OEBB has provided a final response to any protest, whichever date is later, OEBB may engage in discussions and negotiations with Proposers in the Competitive Range.

(10) Discussions and negotiations. If OEBB enters into discussions and negotiations with the Proposers in the Competitive Range, it will proceed as follows:

(a) Initiating discussions. OEBB must initiate oral or written discussions and negotiations with all of the Proposers in the Competitive Range.

(b) Conducting discussions. OEBB may conduct discussions and negotiations with each Proposer in the Competitive Range as necessary to fulfill the purposes of this section, but need not conduct the same amount of discussions or negotiations with each Proposer. OEBB may terminate discussions and negotiations with any Proposer in the Competitive Range at any time. In conducting discussions, OEBB and its designees:

(A) Will treat all Proposers fairly and will not favor any Proposer over another.

(B) Will not discuss Proposers' Proposals with any other Proposers.

(C) Will determine whether other factors such as Oregon residency of the primary business office and Proposer demonstration of services and products, will be used to determine the ASP, if a tie between Proposers occurs. OEBB may consider any factors that it deems are in the public interest.

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

(A) Continue discussions and negotiations with a particular Proposer or Proposers; or

(B) Terminate discussions with a particular Proposer and continue discussions with other Proposers in the Competitive Range.

(d) OEBB may continue discussions and negotiations with Proposers until determining who will be awarded contracts.

(11) Notice of intent to award. OEBB will provide written notice to all Proposers of its intent to award the contract or contracts resulting from the RFP, unless otherwise specified in the RFP. OEBB's award will not be final until the later of the following:

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

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

(12) Right to protest award. An adversely affected or aggrieved Proposer may submit a written protest of the intent to award to the SPC. The protest must be made within seven calendar days after issuance of the notice of intent to award the contract, unless otherwise specified in the RFP.

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

(b) A Proposer is adversely affected or aggrieved only if the Proposer would be eligible to be awarded the contract in the event that the protest were successful, and the reason for the protest is that:

(A) All higher ranked Proposals are nonresponsive;

(B) OEBB has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the RFP;

(C) OEBB has abused its discretion in rejecting the protestor's Proposal as nonresponsive; or

(D) OEBB's evaluation of Proposals or OEBB's subsequent determination of award is otherwise in violation of OEBB's rules or ORS 243.860 to 243.886.

(c) OEBB will not consider a protest submitted after the time period specified in this rule or after the time period specified in the RFP, if different than the time period specified in this rule.

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

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

(13) Award of contracts. OEGB will approve the ASP(s), taking into consideration any recommendations made by OEGB staff, Consultant, or designees and the evaluation criteria included in OAR 111-002-0005(3) and the RFP. Selection criteria may include, but is not limited to, Contractor or Consultant availability; capability; experience; approach; compensation requirements; financial standing; previous litigation and remedy applied; customer service history with OEGB and the members and customers it serves; debarment status; and references.

(14) Contract. The ASP(s) must promptly execute the contract after the award is final and all contractual terms and conditions have been negotiated and agreed upon, consistent with any timeline(s) included in the RFP. OEGB will execute the contract only after it has obtained all applicable required documents and approvals. .

## **111-005-0042**

### **Intermediate Procurement Process**

Except as provided under OAR 111-005-0046 or 111-005-0048, OEGB will use the following procedure for an Intermediate Procurement:

(1) Selection procedure. OEGB will contact a minimum of three Proposers known to OEGB to be qualified to provide the work and services sought.

(2) Submission. All Proposals must comply with the OEGB's specifications for the Intermediate Procurement. If portions of the Proposal are deemed unacceptable or non-responsive to the specifications, the Proposal may be deemed non-responsive. OEGB may give the Proposer an opportunity to submit a responsive Proposal. Submission of Proposals must meet the specifications for the Intermediate Procurement. . OEGB is not responsible for unreadable or incomplete electronic transmissions or for electronic transmissions that are not received by OEGB.

(3) Evaluation. OEGB will evaluate Proposals in accordance with criteria set forth in the Intermediate Procurement.

(4) Discussions and negotiations. If OEGB chooses to enter into discussions and negotiations with a Proposer under this Intermediate Procurement procedure, OEGB will do so consistent with 111-005-0010.

(5) Notice of intent to award. OEGB will provide written notice to all Proposers under an Intermediate Procurement of its intent to award the contract.

(6) Right to protest award. An adversely affected or aggrieved Proposer may submit to OEGB a written protest of OEGB's intent to award. The protest must be made within seven calendar days after issuance of the notice of intent to award the contract, unless otherwise specified by OEGB.

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

(b) A Proposer is adversely affected or aggrieved only if:

(A) The Proposer is eligible for award of the contract as a responsible Proposer; and

(B) OEGB committed a substantial violation of its Intermediate Procurement procedure or of an applicable procurement statute or administrative rule.

(c) OEGB will not consider a protest submitted after the time period specified in this section or a different period if provided in the specifications of the Intermediate Procurement.

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

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

(10) Contract. The successful Proposer must promptly execute the Contract after the award is final. The Board Chair, or designee, will execute the Contract only after it has obtained all applicable required documents and approvals.

#### **111-005-0044**

##### **Small Procurement Process**

For a Small Procurement, OEBC may procure Contractor services in any manner it deems practical, including by direct selection, negotiation and award.

(1) Award of Contracts. OEBC will base selections on evaluation criteria which may include, but is not limited to, contractor availability; capability; experience; approach; compensation requirements; previous litigation and remedy applied; customer service history with the OEBC, members and clients; debarment status; and references. Emphasis will be placed on quality customer service, creativity, affordability, and innovation and the improvement of employee health.

(2) Contract. The selected Contractor must promptly execute the Contract. OEBC will execute the Contract only after obtaining all applicable required documents and approvals.

(3) An amendment for additional services shall not increase the total contract cost to a sum that is greater than twenty-five percent of the original contract cost.

#### **111-005-0046**

##### **Sole Source Procurement Process**

OEBC may award a Contract for Benefit Plans or services without competition when OEBC determines in writing that the Benefit Plans or services are available from only one source, or the Contractor is defined as a Qualified Rehabilitation Facility as defined in Oregon's Public Contracting Code.

(1) The determination of a Sole Source Procurement must be based on written findings that may include, but are not limited to, the following:

(a) That the efficient utilization of existing Benefit Plans or services requires the acquisition of compatible services;

(b) That the Benefit Plans or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) That the Benefit Plans or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

(2) To the extent reasonably practical, OEBC shall negotiate with the sole source organization or Person to obtain Contract terms advantageous to OEBC.

(3) Contract. The sole source organization or Person must promptly execute the Contract after the award is final. OEBC will execute the Contract only after it has obtained all applicable required documents and approvals.

#### **111-005-0047**

##### **Renewal Process**

Renewal process. OEBC may renew Contracts with Contractors for as many years as OEBC determines is in the best interest of the state, Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees. OEBC may invite renewal proposals from those Contractors who provided the same or similar Benefit Plans or services in the year immediately prior. A Benefit Plan or services Contract is similar if it is reasonably related to the scope of work described in the Procurement under which such a Contract was awarded.

#### **111-005-0048**

##### **Emergency Contract Procedure**

OEBC may select a Contractor to provide Benefit Plans or services without following any of the procedures under OAR 111-005-0040, 111-005-0042, 111-005-0044, or 111-005-0046 when required by Emergency. OEBC will determine if an Emergency exists, declare the Emergency, and negotiate a Contract with the Contractor based on the following criteria: Contractor availability; capability; experience; approach; compensation requirements; previous litigation and remedy applied; customer service history with the OEBC, members and clients; debarment status; and references. OEBC will place emphasis on employee choice among high-quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting, quality customer service, creativity, affordability, and innovation and the improvement of employee health.

#### **111-005-0050**

##### **Mistakes**

(1) Treatment of mistakes. If OEBC discovers certain mistakes in a Proposal before award of the Contract, and the mistakes are not identified as those qualifying as non-responsive to the specifications of the Procurement, OEBC may take the following action:

(a) Waive or permit a Proposer to correct a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers. Mistakes including, but not limited to, signatures not affixed to the Proposal document, Proposals sent to the incorrect address, insufficient number of Proposals submitted, or incorrect format will not be considered minor.

(b) Correct a clerical error if the intended Proposal and the error are evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the correction in writing. A clerical error includes, but is not limited to, a Proposer's error in transcribing its Proposal.

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

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

#### **111-005-0055**

##### **Responsible Proposer**

(1) Before awarding a Contract, OEBC must establish that the Proposer meets the applicable standards of responsibility. OEBC shall prepare a written determination of non-responsibility for a Proposer if OEBC determines that the Proposer does not meet the standards of responsibility.

(2) In determining whether a Proposer has met the standards of responsibility, OEBC shall consider whether a Proposer:

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

(b) Completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this paragraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Proposer's control, the Proposer stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. OEGB shall document the Proposer's record of performance if OEGB finds under this paragraph that the Proposer is not responsible.

(c) Has a satisfactory record of integrity. In evaluating the Proposer's record of integrity, OEGB may consider, among other things, whether the Proposer has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Proposer's performance of a contract or subcontract. OEGB shall document the Proposer's record of integrity if OEGB finds under this paragraph that the Proposer is not responsible.

(d) Is legally qualified to contract with OEGB.

(e) Supplied all necessary information in connection with the inquiry concerning responsibility. If a Proposer fails to promptly supply information concerning responsibility that OEGB requests, OEGB shall determine the Proposer's responsibility based on available information or may find that the Proposer is not responsible.

(f) Was not debarred by OEGB in accordance with ORS 279B.130.

(3) OEGB may refuse to disclose outside of OEGB confidential information furnished by a Proposer under this section when the Proposer has clearly identified in writing the information the Proposer seeks to have treated as confidential and OEGB has authority under ORS 192.410 to 192.505 to withhold the identified information from public disclosure.

**111-005-0080**

### **Contract Amendments**

OEGB may amend a Contract without additional competition in any of the following circumstances:

(1) The amendment is within the scope of the underlying Procurement.

(2) These rules otherwise permit OEGB to award a Contract without competition for the goods or services to be procured under the amendment.

(3) The amendment is necessary to comply with a change in law that affects performance of the Contract.

(4) The amendment results from renegotiation of the terms and conditions, including the contract price, of a Contract and the amendment is advantageous to OEGB, subject to all of the following conditions:

(a) The work or services to be provided under the amended Contract are the same as the work or services to be provided under the unamended Contract.

(b) OEGB determines that the amended Contract is at least as favorable to OEGB as the unamended Contract.

(c) The amended Contract does not have a total term greater than allowed in the underlying Procurement after combining the initial and extended terms.

Stat. Auth.: ORS 243.860 – 243.886

Stats. Implemented: ORS 243.864(1)(a)