

WEST SLOPE WATER DISTRICT

RESOLUTION NO. 01-2016

**A RESOLUTION AMENDING
THE WEST SLOPE WATER DISTRICT PUBLIC CONTRACTING RULE AND
REPEALING RESOLUTION NO. 02-2005**

WHEREAS, the West Slope Water District ("District") is a "contracting agency" as defined in the Oregon Public Contracting Code ("Code"), Oregon Revised Statutes 279A, 279B, and 279C; and

WHEREAS, pursuant to the Code, the District's Board of Commissioners ("Board") is responsible for adopting contracting rules for the District; and

WHEREAS, in 2005 the Board adopted Resolution 02-05, to ensure compliance with changes in the Code; and

WHEREAS, the Board desires to amend the District's contracting rules to reflect changes in the Code and to modify certain contracting authority provided under these rules; now, therefore,

**THE BOARD OF COMMISSIONERS OF THE WEST SLOPE WATER
DISTRICT RESOLVES AS FOLLOWS:**

Section 1: Resolution No. 02-2005 is hereby repealed and superceded by this Resolution No. 01-2016, effective at 8:00 AM, Thursday, February 18, 2016.

Section 2: The Board adopts the revised Public Contracting Rules as written in Exhibit "A" attached hereto.

INTRODUCED AND ADOPTED THIS 17st DAY OF FEBRUARY, 2016

WEST SLOPE WATER DISTRICT

By Charles Conrad
Charles Conrad, Chair

ATTEST:

By Noel Reiersen
Noel Reiersen, Treasurer

WEST SLOPE WATER DISTRICT

RESOLUTION NO. 01-16

AMENDED PUBLIC CONTRACTING RULES

(Rev. January 2016)

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SECTION 1. District Policy.

1.1 Short Title. The provisions of this Resolution and all rules adopted under this Resolution may be cited as the Public Contracting Rules of the West Slope Water District.

1.2 Purpose of Public Contracting Rules. It is the policy of the District in adopting the Public Contracting Rules to use public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

- (1) Promoting impartial and open competition;
- (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
- (3) Taking full advantage of evolving procurement methods that suit the contracting needs of the District as they emerge within various industries.

1.3 Interpretation of Public Contracting Rules. In furtherance of the objectives set forth in subsection 1.2, it is the District's intent that the Public Contracting Rules be interpreted to authorize the full use of all contracting powers and authorities described in the Oregon Public Contracting Code ("Code"), ORS Chapters 279A, 279B and 279C.

SECTION 2. Application of public contracting rules.

In accordance with ORS 279A.025, the District's public contracting rules and the Code do not apply to the following classes of contracts.

2.1 Between Governments. Contracts between the District and another contracting agency, or between the District and an agency of the federal government.

2.2 Grants, but not the Expenditure of Grant Funds. A grant contract is an agreement under which the District is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions. The making or receiving of a grant is not a Public Contract subject to the Code; however, the expenditure of any grant received by the District, including the expenditure of Grants made by the District to construct a Public Improvement or Public Works project, is subject to these Rules.

2.3 Legal Witnesses and Consultants. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the District is or may become interested.

2.4 Real Property. Acquisitions or disposals of real property or interests in real property.

2.5 Oregon Corrections Enterprises. Procurements from an Oregon corrections enterprises program.

2.6 Finance. Contracts, agreements or other documents entered into, issued or established in connection with:

(1) The incurring of debt by the District, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;

(2) The making of program loans and similar extensions or advances of funds, aid or assistance by the District to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;

(3) The investment of funds by the District as authorized by law; or

(4) Other predominantly financial transactions of the District that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the Purchasing Agent.

2.7 Employee Benefits. Contracts for employee benefit plans as provided in ORS 243.105(1), 243.125 (4), 243.221, 243.275, 243.291, 243.303 and 243.565.

2.8 Exempt Under State Laws. Any other contract specifically exempted from the Code by another provision of law.

2.9 Federal Law. Except as otherwise expressly provided in ORS 279C.800 to 279C.870, applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Code or these regulations, or require additional conditions in public contracts not authorized by the Code or these regulations.

SECTION 3. Authority of district board.

Except as expressly delegated under these Rules, the District's Board of Commissioners ("Board") reserves to itself all of the duties and authority of a contract review board and a contracting agency under state law, including, but not limited to, power and authority to:

3.1. Solicitation Methods Applicable to Contracts. Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts according to Section 7 of these Rules and the processes prescribed by law;

3.2. Brand Name Specifications. Exempt the use of brand name specifications for public improvement contracts according to Section 11 of these Rules and processes prescribed by law;

3.3. Waiver of Performance and Payment Bonds. Approve the partial or complete waiver of performance or payment bond requirements for construction of a public improvement, other than in cases of emergencies;

3.4. Electronic Advertisement of Public Contracts. Authorize the use of electronic advertisements for public contracts in lieu of publication in a newspaper of general circulation;

3.5. Appeals of Debarment and Prequalification Decisions. Hear properly filed appeals of the Purchasing Agent's determination of debarment, or concerning prequalification;

3.6. Rulemaking. Adopt contracting rules under ORS 279A.065 and ORS 279A.070 including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements; and

3.7. Award. Award all contracts that exceed the award authority of the Solicitation Agents.

SECTION 4. Model Rules.

The Model Public Contracting Rules adopted by the Attorney General under ORS 279A.065 ("Model Rules") are hereby adopted as a part of these Rules, to the extent that the Model Rules do not conflict with the provisions of this Resolution or any amendment hereto.

SECTION 5. Authority of General Manager/Purchasing Agent and other solicitation agents.

5.1. General Authority. The General Manager shall be the Purchasing Agent, and, subject to the these Rules may adopt and amend all procedures and forms required or permitted to be adopted under the Code or otherwise convenient for the District's contracting needs.

5.2. Execution of Contracts. The Purchasing Agent shall execute and deliver, on behalf of the District, all public contracts that are subject to these Rules, for which an appropriation has been made, and for which an award has been made, as provided in these Rules.

5.3. Procedural Standards. When carrying out these Rules, the Purchasing Agent shall establish practices and procedures that:

(a) Do not encourage favoritism or substantially diminish competition;

(b) Allow the District to take advantage of the cost-saving benefits of alternative contracting methods and practices;

(c) Give preference to Goods and Services that have been manufactured or produced in the State of Oregon if price, fitness, availability and quality are otherwise equal; and

(d) Give preference to Goods that are certified to be made from recycled products when such Goods are available, can be substituted for non-recycled products without a loss in quality, and the cost of Goods made from recycled products is not significantly more than the cost of Goods made from non-recycled products.

5.3 Delegation of Purchasing Agent's Authority. Any of the responsibilities or authorities of the Purchasing Agent by these Rules may be delegated and sub-delegated by written directive filed with the Board. The Purchasing Agent may award an emergency contract up to \$150,000 without competitive bidding, subject to the requirements of Section 8.6 of these Rules.

5.4 Mandatory Review of Rules. The Purchasing Agent shall review the District's Public Contracting Rules periodically to determine whether the Board should modify its Rules to comply with statutory or administrative rule changes.

5.5 Authority of Staff. The following employees, or their designees, shall be the Solicitation Agents for the specified classes of contracts:

5.6 Solicitation Agent	Classes of Contracts	Award Authority
Finance and Customer Service Manager	<i>Office Technology and Supplies; Building Maintenance; Human Resources, Printing and Design, Financial Services (excluding banking)</i>	\$ 75,000
Operations Manager	<i>Field Equipment and Supplies, Construction Materials and Public Improvements</i>	\$ 75,000
Purchasing Agent	<i>All Classes</i>	\$150,000

Annual Report to Bureau of Labor and Industries. (ORS 279C.305). Not less than 30 days prior to adoption of the District's annual budget, the Purchasing Agent shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every Public Improvement known to the District, other than a Public Improvement to be used for the distribution of power, that the District plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list shall also contain a statement as to whether the District intends to perform the construction through a private contractor. If the District intends to perform construction work using the District's own equipment and personnel on a project estimated to cost more than \$125,000, the District shall also show that the District's

decision conforms to the least cost policy stated in ORS 279C.305. The list is a public record and may be revised periodically by the District.

SECTION 6. Definitions.

The following terms used in these Rules shall have the meanings set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the District until the contract is executed and delivered by District.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Board means the West Slope Water District Board of Commissioners.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the District Board.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by the Purchasing Agent under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for the District's public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by the District under which the District relinquishes ownership.

Emergency means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations; value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability; performance; and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

Informal solicitation means a solicitation made in accordance with the District's Public Contracting Rules to a limited number of potential contractors, in which the Purchasing Agent attempts to obtain at least three written quotes or proposals.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Model Rules means the public contracting rules adopted by the Attorney General under ORS 279A.065 and set forth as Oregon Administrative Rules (OAR) 137, Divisions 46, 47, 48 and 49.

Nonprofit organization means an organization or group of organizations described in section 501(c)(3) of the Internal Revenue Code that is exempt from income tax under section 501(a) of the Internal Revenue Code.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the District.

Oregon Public Contracting Code or Code means ORS chapters 279A, 279B and 279C.

Person means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Personal services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of 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, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The Purchasing Agent shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the District of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the District. "Public improvement" does not include:

- (1) Projects for which no funds of the District are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
- (2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Purchasing Agent means the General Manager, or designee.

Qualified pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest with respect to a proposed project, procurement or other contracting opportunity. "Solicitation" also refers to the process by which the District requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means, with respect to a particular Solicitation or contract, the employee delegated responsibility for conducting the Solicitation and awarding or making a recommendation of award to the District Board. Designation as a Solicitation Agent does not include authority to execute and deliver a contract on behalf of the District, which authority is vested in the Purchasing Agent under Section 5.2 of this Resolution.

Solicitation documents means all informational materials issued by the District for a solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Special procurement means a procurement made under a method of Solicitation other than as described in the Code, which has been approved by the contract review board under the process described in Section 7.

Specification means any description of the physical or functional characteristics of, or of the nature of, Goods or Services to be procured by the District. A Specification may include a description of any requirement for inspecting, testing or preparing Goods or Services for delivery or incorporation into a project. A Specification may also include a description of the characteristics or nature of Personal Services.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An Offeror meets the standards of responsibility if the Offeror has:

- (1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Offeror to meet all contractual responsibilities;
- (2) A satisfactory record of performance. The Purchasing Agent shall document the record of performance of an Offeror if the Purchasing Agent finds the Offeror to be not responsible under this paragraph;
- (3) A satisfactory record of integrity. The Purchasing Agent shall document the record of integrity of an Offeror if the Purchasing Agent finds the Offeror to be not responsible under this paragraph;
- (4) Qualified legally to contract with the District;
- (5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an Offeror fails to promptly supply information requested by the Purchasing Agent concerning responsibility, the Purchasing Agent shall base the determination of responsibility upon any available information or may find the Offeror non-responsible; and
- (6) Not been debarred by the District, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.
- (7) Complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. The bidder or proposer shall demonstrate by attesting to the bidder's or proposer's compliance in any way the contracting agency deems credible and convenient.

Surplus property means personal property owned by the District which is no longer needed for use by the District.

SECTION 7. Special Procurements of goods and services; exemptions for Public Improvements.

7.1 Authority of District Board. In its capacity as contract review board for the District, the District Board, upon its own initiative, or upon request of the Purchasing Agent, may authorize a special procurement, whereby the Board creates special selection, evaluation and award procedures for, or exempts from competition, the award of a specific contract or class of contracts as provided in this section 7.

7.2 Basis for Approval for Procurement of Goods and Services. The approval of a

special procurement for the purchase of goods and services that are not personal services must be based upon a written record adopted by the Board that contains the following:

- (1) The nature of the contract or class of contracts for which the special procurement is requested;
- (2) The estimated contract price or cost of the project, if relevant;
- (3) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
- (4) Findings to support that approving the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these Rules;
- (5) A description of the proposed alternative contracting methods to be employed; and
- (6) The estimated date by which it would be necessary to let the contract(s).

In making a determination regarding a special procurement, the District Board may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

7.3 Basis of Approval for Public Improvement Contracts. The approval of an exemption from competitive bidding for a public improvement contract must be based upon a written record adopted by the Board that contains the following:

- (1) The nature of the contract or class of contracts for which the special procurement is requested;
- (2) The estimated contract price or cost of the project, if relevant;
- (3) The following findings:
 - (a) It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and
 - (b) The awarding of public improvement contracts under the exemption will likely result in substantial cost savings to the District.
- (4) In making the findings, the Board may consider the type, cost and amount of the contract,

the number of persons available to bid and such other factors as may be deemed appropriate

(5) When appropriate, the Board shall direct the use of alternate contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition.

7.4 Hearing. Before final adoption of the findings required by subsection 7.3(3) of this section exempting a public improvement contract or a class of public improvement contracts from the requirement of competitive bidding, the Board shall hold a public hearing.

(1) Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of fourteen (14) days before the hearing.

(2) The notice shall state that the public hearing is for the purpose of taking comments on the draft findings for an exemption from the competitive bidding requirement. At the time of the notice, copies of the draft findings shall be made available to the public. At the option of the District, the notice may describe the process by which the findings are finally adopted and may indicate the opportunity for any further public comment.

(3) At the public hearing, the Board shall offer an opportunity for any interested party to appear and present comment.

7.5. Commencement of Solicitation Prior to Approval. A solicitation may be issued prior to the approval of a special procurement under this section 7, provided that the closing of the solicitation for an alternative method of contracting may not be earlier than five (5) days after the date of the hearing at which the Board approves the special procurement. If the Board fails to approve a requested special procurement, or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled.

SECTION 8. Solicitation methods for classes of contracts.

The following classes of public contracts and the method(s) for awarding each class are hereby established by the District Board.

8.1 Purchases from Nonprofit Agencies for Disabled Individuals. When available, the District shall purchase goods, services and public improvements from qualified nonprofit agencies for disabled individuals without competitive bidding, in accordance with the provisions of ORS 279.835 through 279.850 and rules adopted by the Purchasing Agent.

8.2 Public Improvement Contracts.

(1) Any Public Improvement. Unless otherwise provided in these Rules or approved for a special procurement, public improvement contracts in any amount shall be issued under a

formal invitation to bid.

(2) Non-Transportation-Related Public Improvements Up To \$100,000. Public improvement contracts other than contracts for a highway, bridge or other transportation project for which the estimated contract price does not exceed \$100,000 may be awarded using an informal solicitation for bids.

(3) Public Improvements Up To \$5,000. Contracts for public improvements for up to \$5,000 are not subject to competitive solicitation requirements and, subject to such rules as may be adopted by the Purchasing Agent, may be awarded in any manner, at the discretion of the Solicitation Agent.

8.3 Personal Services Contracts.

(1) Any Personal Services Contract. Personal services contracts in any amount may be awarded under a publicly advertised request for proposals.

(2) Personal Service Contracts Not Exceeding \$150,000. Contracts for personal services not from a Qualified Pool for which the estimated contract price does not exceed \$150,000 may be awarded directly, without a competitive process, based on selection criteria established by Section 10(5) of these Rules.

(a) Notwithstanding the above paragraph, personal services for architects, engineers, surveyors, or photogrammetrists with an estimated contract price of \$100,000 or more are subject to qualification-based selection processes in ORS 279C.110.

(3) \$75,000 Award from Qualified Pool. Contracts for personal services for which the estimated contract price does not exceed \$75,000 may be awarded by direct appointment without competition from a Qualified Pool.

(4) Personal Service Contracts Exceeding \$150,000 Per Year. Contracts for which the Solicitation Agent estimates that payments will exceed \$150,000 in any fiscal year may be awarded using the Informal Selection method described in Section 10 of these Rules.

(5) Personal Service Contracts for Continuation of Work. Contracts of not more than \$150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Purchasing Agent determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

8.4 Contracts for Goods and Services (not professional services or public improvements).

- (1) Any Procurement. The procurement of goods or services, or goods and services, in any amount may be made under either an invitation to bid or a request for proposals.
- (2) Procurements Up to \$150,000. The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed \$150,000 may be made using an informal solicitation for either quotes or proposals.
- (3) Procurements Under \$10,000. Procurements of goods and services for which the estimated contract price does not exceed \$10,000 may be awarded directly, without competitive bidding.

8.5 Contracts Subject to Award at Solicitation Agent's Discretion. The following classes of contracts may be awarded in any manner which the Solicitation Agent deems appropriate to the District's needs, including by direct appointment or purchase, subject, where appropriate, to approval by the District Board. Except where otherwise provided, the Solicitation Agent shall make a record of the method of award. Where indicated, findings by the Contract Review Board to justify a special procurement or exemption are provided in Exhibit A to these Rules.

- (1) Advertising. Contracts for the placing of notice or advertisements in any medium.
- (2) Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with these Rules.
- (3) Copyrighted and Library Materials. Contracts for the acquisition of materials entitled to copyright, including, but not limited to, works of art and design.
- (4) Insurance. Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145.
- (5) Equipment Repair. Contracts for serving and repair of District equipment and vehicles.
- (6) Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
- (7) Sole-Source Contracts. Contracts for goods or services which are available from a single source may be awarded without competition in accordance with Section 9 of these Rules.
- (8) Sponsorship Agreements. Sponsorship agreements, under which the District receives a gift or donation in exchange for recognition of the donor.
- (9) Temporary Extensions or Renewals. Temporary extensions or renewal of an expiring and

non-renewable, or recently expired, contract, for one year or less, other than a contract for public improvements.

(10) Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

8.6 Contracts Required by Emergency Circumstances.

In General. When an employee with authority to enter into a contract on behalf of the District determines that immediate execution of a contract within the employee's authority is necessary to prevent substantial damage or injury to persons or property, the employee may execute the contract without competitive selection and award or District Board approval, but, where time permits, the employee shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

Declaration of Emergency. Before entering into the emergency contract, or as soon as possible thereafter in light of the emergency circumstances, the employee entering into the emergency contract shall: (a) document the nature of the emergency; the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the District and the public, and (b) notify the Purchasing Agent of the facts and circumstances surrounding the emergency execution of the contract.

Contracts in Excess of Employee's Authority. If an emergency contract is required that is likely to exceed the approval authority of the authorized employee, and the District Manager determines that the delay required to convene a quorum of the Board would be likely to result in injury to the health or welfare of any individual or the public, or significant property damage, the District Manager shall make a written declaration of emergency and report the facts and circumstances to the District Board as soon as possible.

In all other cases, the District Board shall make the written declaration of emergency.

Any public improvement contract awarded under emergency conditions must be awarded within sixty (60) days following the declaration of an emergency unless the District Board grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the District Manager, or, if time permits, the District Board, may waive the requirement for all or a portion of required performance and payment bonds.

8.7 Federal Purchasing Programs. Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the United States General Services Administration ("GSA") as provided in this subsection.

(1) The procurement must be made in accordance with procedures established by GSA for

procurements by local governments, and under purchase orders or contracts submitted to and approved by the Purchasing Agent. The Purchasing Agent shall retain in the District's records a copy of the letter, memorandum or other documentation from GSA establishing permission to the District to purchase under the federal program.

(2) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.

(3) If a single purchase of goods or services exceeds the contracting authority of the Purchasing Agent, the purchase must be approved by the District Board.

8.8 Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Code.

8.9 Surplus Property. The District shall dispose of surplus property using the methods described in Section 16.

SECTION 9. Sole Sources.

9.1 Determination of Sole Source. A sole source contract is a contract with a vendor who is the only responsible source for the goods, services, or personal services required by the District. A determination of sole source may be made by the District Board based upon written findings that demonstrate that the vendor or manufacturer is a sole source, and that alternative goods, services, or personal services would be unsatisfactory for the District's needs based on factors that may include any of the following:

- (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
- (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- (c) That the goods or services are for use in a pilot or an experimental project; or
- (d) Other findings that support the conclusion that the goods or services are available from only one source.

9.2 Method of Selection. Upon completion of the process described in this subsection, sole source contracts may be awarded pursuant to direct negotiation with the sole source contractor, without competitive solicitation. However, to the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the District.

SECTION 10. Informal Solicitation Procedures.

When authorized by the law and by these Rules, a contract may be awarded using the Informal Solicitation procedures described in this Section 10.

(1) The Informal Solicitation process may be used for procurement of any goods or services (not professional services or public improvements) with an estimated contract value under \$150,000, or for any public improvement with a contract value under \$100,000. **Use of the Informal Solicitation Process for public improvements does not exempt the contract from applicable prevailing wage requirements, or from Qualification-Based Selection Procedures for architects, engineers, surveyors, and photogrammetrists.**

(2) Record of Contract Requirements and Evaluation Criteria. The Purchasing Agent shall make a written record of the contract requirements and criteria upon which the award will be based before conducting the solicitation. This record shall be used to provide all potential Offerors with the same information concerning the contract requirements and the manner in which their offers will be evaluated.

(3) Contact with Potential Offerors. The Purchasing Agent's request for Quotes or proposals may be by general or limited distribution to a certain group of vendors, by direct inquiry to Persons selected by the Purchasing Agent, or in any other manner that the Purchasing Agent deems suitable for obtaining a sufficient number of competitive quotes or proposals.

(4) Number of Offers. The Purchasing Agent shall attempt to obtain at least three (3) responsive quotes or proposals from Offerors who are qualified to perform the contract. If fewer than three quotes or proposals are reasonably available, the Purchasing Agent shall make a record of the efforts made to obtain the offers.

(5) When Written Solicitation Required. The request for offers and the receipt of offers shall be made in writing in the following cases:

(a) Contracts for Goods, Services or Personal Services. If the estimated Contract Price will exceed \$75,000, the Purchasing Agent shall request written quotes or proposals using a written description of contract requirements and award criteria.

(b) Contracts for Public Improvements. The Purchasing Agent shall request written quotes for all public improvement contracts, and shall present the description of contract requirements and award criteria using written materials unless the information can be given by other means in a conference or oral presentation at which all potential Offerors are present and have an opportunity to ask questions. Notwithstanding the foregoing sentence, when soliciting quotes for a public works project, the Purchasing Agent must deliver all written materials, including written copies of the prevailing wage rates required by the Bureau of Labor and Industries.

(6) Basis for Award. Selection of contractors for goods, services and personal services shall be based on the quote or proposal that is most advantageous to the District. The selection criteria

for public improvement contracts shall be based on quotes but may include a consideration of, and ranking of other factors in addition to, price, such as experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors. The Purchasing Agent shall make a written record of all Offerors, the prices quoted and, if the award was made on a basis other than price, a record of the evaluation of each offer and the basis for award.

(7) Discussions and Negotiations. The Purchasing Agent may discuss the solicitation requirements for any type of informal solicitation with potential Offerors and may discuss a quote or proposal with an Offeror to clarify its quote or proposal or to effect modifications that will make the quote or proposal responsive to the solicitation requirements. Except for solicitations involving public improvements, after all initial quotes have been received and recorded, the solicitation agent may negotiate with an Offeror to effect modifications that will make the quote or proposal more advantageous to the District. The Purchasing Agent may not disclose the price offer or terms of one Offeror to another during discussions prior to contract award.

(8) Amendment. A contract awarded using an Informal Solicitation may be amended only as provided in Section 12 of these Rules.

SECTION 11. Use of Brand Name Specifications for Public Improvements.

11.1 In General. Specifications for Contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, unless the Purchasing Agent makes a written record of the reasons why only a brand-name product will meet the needs of the District, based on at least one of the following:

- (a) It is unlikely that such exemption will encourage favoritism in the awarding of Public Contracts or substantially diminish competition for Public Contracts and the exemption will yield substantial savings to the District;
- (b) There is only one manufacturer or seller of the product of the quality required; or
- (c) Efficient utilization or maintenance of existing equipment, supplies or products requires purchase from one particular manufacturer, or by brand-name. Efficient utilization may include, but is not limited to, requirements for repair and replacement parts or standardization of products used by a department or division.

11.2 Authority of Purchasing Agent. The District Board shall have authority to determine whether the use of a brand-name specification satisfies the conditions of subsection 11.1(a), (b) or (c). The Purchasing Agent also shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection 11.1 (b) or (c).

11.3 Brand Name or Equivalent. Nothing in this Section 11 prohibits the District from using a "brand name or equivalent" specification, from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the District, or from establishing a qualified product list.

SECTION 12. Amendments.

12.1 "Amendment" Defined. An amendment is any change or modification of any term or condition of a contract or any addition or deletion of any term or provision of a contract. Amendments include, but are not limited to change directives, change orders, and any addition, deletion or modification that affects the nature, quantity, degree, or scope of the goods or services or improvements to be provided under a contract or the time of performance or price or that affects any provision concerning the rights or obligations of a party.

12.2 Writing and Signature Requirements. No amendment will be binding on the District unless set forth in writing and signed by an employee who is duly authorized to bind the District in the manner described by the amendment.

12.3 Amendments That Increase Price. Except in connection with a contract renewal or extension, no contract may be amended to increase the contract price unless the increase is directly related to an increase in the quantity or types of goods or services to be provided, a betterment in the quality of goods or materials to be provided, or to compensate the contractor for delays occurring after the execution of the contract for which the District is responsible. Amendments that increase the contract price are further limited as follows:

(1) Price Established by Contract. Amendments that increase the quantity of goods or services to be provided under the contract and for which unit prices were established in the original contract (for example, by weight, volume, itemized equipment price lists, or hourly fees) shall be permitted without limitation. Notwithstanding the foregoing, the amendments of a contract that was awarded under a classification based on contract price may not, in the aggregate, increase the final contract price by more than 25% of the larger of:

- (a) the contract price that describes the classification; or
- (b) the original contract price.

(2) Price Not Established by Contract. Amendments that increase the contract price and that are not described in subsection 12.3(1) may not, in the aggregate, increase the total amount to be paid under the contract by more than twenty-five percent (25%) of the original contract price unless approved in advance by the Board.

12.4 Time. The time of performance under a contract, or the term of an expiring contract, may not be extended by amendment except as provided in the original contract or on a temporary

basis as provided in Section 8.5(9).

SECTION 13. Bid, Performance and Payment Bonds.

13.1 Purchasing Agent May Require Bonds. The Purchasing Agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.

13.2 Bid Security. Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed \$100,000 shall require bid security. Bid security for a request for proposal may be based on the District's estimated contract price.

13.3 Performance Bonds.

(1) General. Except as provided in these Rules, all public contracts are exempt from the requirement for the furnishing of a performance bond. The Board, in its discretion, or the Purchasing Agent when applicable, may require a performance bond for any contract.

(2) Contracts For Public Improvements. Unless waived by the Board pursuant to section 3.3 of these rules, prior to executing a contract for more than \$100,000 for the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the District and any public agency that is providing funding for the project for which the contract was awarded.

(3) Cash-in-Lieu. The District may permit the successful Offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

13.4 Payment Bonds.

(1) General. Except as provided in these Rules, all public contracts are exempt from the requirement for the furnishing of a payment bond. The Board, in its discretion, or the Purchasing Agent when applicable, may require a payment bond for any contract

(2) Contracts For Public Improvements. Unless waived by the Board pursuant to section 3.3 of these rules, prior to executing a contract for more than \$100,000 for the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

13.5 Design/Build Contracts. If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract.

Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract, for damages of any nature, economic or otherwise, including corrective work attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

13.6 Construction Manager/General Contractor Contracts. If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsections 13.3 and 13.4 of this section upon execution of an amendment establishing the guaranteed maximum price. The District shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

13.7 Surety; Obligation. Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the District or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the Purchasing Agent.

13.8 Emergencies. In cases of emergency, or when the interest or property of the District probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of Section 8.6.

SECTION 14. Electronic advertisement of public contracts.

In lieu of publication in a newspaper of general circulation in the Portland metropolitan area, the advertisement for an invitation to bid or request for proposals may be published electronically by posting on the District's website or on another appropriate electronic medium, provided that the following conditions are met:

14.1 The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and

14.2 The Purchasing Agent determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in the Portland metropolitan area and will provide costs savings for the District, or that the use of electronic publication will be more effective than publication in a newspaper of

general circulation in the Portland metropolitan area in encouraging meaningful competition.

SECTION 15. Protests and appeals.

15.1 Protests of Solicitation Procedures.

(1) Protests Generally. A prospective Offeror for a public contract may file a protest with the District Manager if the prospective Offeror believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name. If a prospective Offeror fails to timely file such a protest, the prospective Offeror may not challenge the contract for any of the foregoing reasons in any future legal or administrative proceeding.

(2) Exception for Special Procurements. The procedures for a contract-specific special procurement approved by the board may not be protested, challenged or reviewed unless the approval of the special procurement by the board has been invalidated by a reviewing circuit court under ORS 279B.400.

(3) Time for Submission of Protest. Protests of a Solicitation shall only be considered when presented to the Purchasing Agent in writing in accordance with the following timelines:

a) Protests shall be submitted in writing, not less than five (5) days prior to the solicitation closing unless the solicitation period is shorter than seven (7) days, in which case, the solicitation documents shall recite another protest deadline that allows a period of at least one (1) business day after the issue date of the solicitation to submit protests; and

(b) Protests not asserted or not properly asserted within these timelines shall be deemed waived by the protester.

(4) Identification of Protest. It is the protester's responsibility to ensure that the protest is received by the District within the stated timelines. The protest should be clearly marked with the protester's name and sufficient information to identify the solicitation being protested, identified as a protest, and directed to the person identified in the solicitation documents for receipt of protests.

(5) Eligibility for Consideration. The Purchasing Agent shall consider the protest if the protest is timely filed and contains the following:

(a) Sufficient information to identify the solicitation that is the subject of the protest;

(b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name;

(c) Evidence or supporting documentation that supports the grounds on which the protest is based; and

(d) The relief sought.

(e) A postal or electronic address to which a decision may be sent.

(6) Form of Decision. If the protest is timely submitted and contains the required information, the Purchasing Agent shall consider the protest and issue a decision in writing. Otherwise, the Purchasing Agent shall promptly notify the prospective protesting Offeror that the protest is untimely or that the protest failed to meet the requirements of this Section 15.1 and give the reasons for the failure.

(7) Time of Decision. The Purchasing Agent shall issue a decision no less than seventy-two (72) hours before the solicitation closing, unless a written determination is made by the Purchasing Agent that circumstances exist that require a shorter time limit.

(8) Appeal. If, due to a delegation of duties, the Purchasing Agent is other than the District Manager, the Purchasing Agent's decision may be appealed to the District Manager by notifying the District Manager of the intent to appeal within three (3) business days after the date on which the Purchasing Agent sends its decision to the protestor's electronic or postal address specified in the written protest.

(9) Finality of Decision. The decision of the District Manager, or if no appeal is made to the District Manager, of the Purchasing Agent, shall be the final determination of the District on the protest.

(10) Delay of Solicitation Closing. If the District receives a protest from an Offeror in accordance with this Section 15.1, the Purchasing Agent may in his or her discretion extend the date of solicitation closing if the Purchasing Agent determines an extension is necessary to consider the protest and, if necessary, to issue addenda to the solicitation documents or otherwise cancel the solicitation.

15.2 Protest of Competitive Range Decisions and Contract Awards.

(1) Delay of Evaluation or Award. The Purchasing Agent will not proceed with a subsequent tier or evaluation, or award a contract under an Invitation to Bid or request for proposals, until the period of time for filing a protest of competitive range determination, or award, as applicable, has expired, and the Purchasing Agent has responded to all timely filed protests of aggrieved Offerors.

(2) Definition of Aggrieved Offeror. An Offeror is an aggrieved Offeror only if the person is one to whom a notice of selection of a competitive tier or notice of intent to award has been, or should have been, sent, and such person has been erroneously denied the award of a contract,

or has been erroneously eliminated from competition because:

(a) All higher-ranked offers were non-responsive or all higher-ranked Offerors clearly failed to meet the standards of responsibility;

(b) The evaluation of offers was not conducted in accordance with the criteria or processes described in the solicitation documents;

(c) The evaluator abused its discretion in disqualifying the protestor's offer as non-responsive or as failing to meet the standards of responsibility; or

(d) The evaluation of offers or subsequent determination of award was otherwise made in violation of the Code or these Rules.

(3) Filing of Protests. Unless a longer or shorter time period is provided in the solicitation documents, an aggrieved Offeror shall have seven (7) days after the date of issuance of the notice of intent to award, and three (3) days if mailed, or 72 hours if issued electronically, after a notice of competitive range determination, to submit to the Purchasing Agent a written protest of the matter described in the award. The written protest must specify the grounds upon which the protest is based, demonstrate the basis for the protestor's status as an aggrieved Offeror, and include an electronic or postal address at which the protestor will receive the Purchasing Agent's response. Notwithstanding the foregoing, the period of protest may not be shorter than seven (7) days after the date of notice of award, unless the Purchasing Agent determines that the immediate execution of a contract is necessary to avoid a loss of funding for the contract or that further delay in execution will result in injury, property damage or other serious adverse consequences.

(4) Authority to Resolve Protests. The Purchasing Agent shall consider a written protest and issue a written decision on the protest. The Purchasing Agent may not consider a protest that is filed in an untimely manner or that fails to allege facts that would support a finding that the protestor is an aggrieved Offeror. If, due to a delegation of duties, the decision-maker is other than the District Manager, the Purchasing Agent's decision may be appealed to the District Manager by notifying the Purchasing Agent of the intent to appeal within three (3) business days after the date on which the Purchasing Agent sends its decision to the proposer's electronic or postal address specified in the written protest. The decision of the District Manager, or if no timely appeal to the District Manager is made, the decision of the Purchasing Agent, shall be the final decision of the District on the protest.

(5) Delay of Award; Cancellation of Solicitation. If the District receives a protest from an Offeror in accordance with this Section 15.2, the Purchasing Agent shall not submit the contract for execution until the protest is resolved through the final decision under 15.2.4. In addition, the Purchasing Agent shall have discretion to delay or cancel an award or a solicitation in response to a protest, regardless of the final decision on the protest, and may, but shall not be required to, reissue the solicitation, if the Purchasing Agent determines that such action best serves the

District's interests.

15.3 Appeal of Debarment or Prequalification Decision.

(1) Right to Hearing. Any person who has been debarred from competing for District contracts or for whom prequalification has been denied, revoked or revised may appeal the District's decision to the Board as provided in this section 15.3.

(2) Filing of Appeal. The person must file a written notice of appeal with the District's Purchasing Agent within three (3) business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.

(3) Notification of District Board. Immediately upon receipt of such notice of appeal, the Purchasing Agent shall notify the Board of the appeal.

(4) Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

(a) Promptly upon receipt of notice of appeal, the District shall notify the appellant of the time and place of the hearing;

(b) The Board shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the Purchasing Agent; and

(c) At the hearing, the Board shall consider *de novo* (based on a new review of all evidence) the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

(5) Decision. The District Board shall set down in writing the reasons for the decision.

(6) Costs. The District Board may allocate its costs for the hearing between the appellant and the District. The allocation shall be based upon facts found by the Board and stated in the Board's decision that, in the Board's opinion, warrant such allocation of costs. If the Board does not allocate costs, the costs shall be paid as by the appellant if the decision is upheld, or by the District if the decision is overturned.

SECTION 16. Surplus Property.

16.1 General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the Purchasing Agent that the method of disposal is in the best interest of the District. Factors that may be considered by the Purchasing Agent include costs of sale, administrative costs, and public benefits to the District. The Purchasing Agent shall

maintain a record of the reason for the disposal method selected, and the manner of disposal. An advertisement required to be given under this section shall be published in a newspaper of general circulation in the Portland metropolitan area or by electronic advertisement under Section 14, and in such other media as the Purchasing Agent deems necessary to promote competition for the property being disposed of.

- (1) Governments. By transfer or sale to another District department or public agency.
- (2) Auction. By publicly advertised auction.
- (3) Bids. By publicly advertised invitation to bid.
- (4) Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with these Rules for the award of personal services contracts.
- (5) Price Sale. The Purchasing Agent may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms. The advertisement must be first published at least three (3) days prior to the date upon which offers may be accepted.
- (6) Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
- (7) Donation. By donation to any nonprofit organization operating within or providing a service to residents of the District.

16.2 Disposal of Property with Minimal Value. Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The Purchasing Agent making the disposal shall make a record of the value of the item and the manner of disposal. Disposal of property to District employees under this subsection is strictly prohibited.

16.3 Personal-Use Items. An item (or indivisible set) of specialized and personal use, such as clothing, with a current value of less than \$100, may be sold to the employee or retired or terminated employee for whose use it was purchased at fair market value, as supported by a written record.

EXHIBIT A
RESOLUTION NO. 2016-

Findings in Support of Special Procurement and Exemptions
Under the West Slope Water District Public Contracting Rules

ORS 279B.085 and 279C.335 authorize the District Board, 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 District Board adopts an exemption from competitive bidding for the following contracts or classes of, together with the following specific findings in support thereof.

The Board hereby renews and ratifies the following findings in support of special procurements for the following types of contracts:

A. Section 8.5(1). Advertising.

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

Basis of Findings:

- Cost Savings and Other Benefits. Small size and infrequency 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 compared to District's target audience.
- No Favoritism. Not applicable due to the lack of competitors and specialized contracting needs.

B. Section 8.5(4). Copyrighted materials.

Alternate Award Process. Purchasing Agent's discretion.

Basis of Findings:

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

C. Section 8.5(5). Equipment Repair.

Alternate Award Process. Purchasing Agent's discretion.

Basis of Findings:

- Cost Savings and Other Benefits.
 1. Pre-contract pricing is impracticable unless and until problem is diagnosed.
 2. Purchasing Agent 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.

D. Sole-Source Exemption for Hydrants, Water Meters, and Related Appurtenances.

Pursuant to Section 9 of these Rules, the District's contract review board hereby declares a sole-source exemption from competitive bidding for fire hydrants,

water meters, and related appurtenances, based on the following findings:

- (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services.

The items described in this sole-source exemption may be purchased solely from the following company or companies, their successors or assigns:

- Mueller Fire Hydrants: Mueller Super Centurion, Model A-423
- Pipe Push-On Joints: Tyton-type joints
- Rubber Pipe Gaskets for Underground Service: Nitrile Butadiene Rubber
- Corporation Stops: Mueller H-15023 1.5-inch and 2-inch devices
- Angle Valves: Mueller H-14258 1-inch; Mueller H-14277 1.25-inch; Mueller H-14277 2-inch devices
- Air Vacuum Release Valves: APCO Model 145C – 2-inch device; APCO Model 143C