

BEFORE THE BOARD OF COMMISSIONERS
FOR LINCOLN COUNTY, OREGON

ORDINANCE #542

Amendment to the Lincoln County Code (Ordinance #437) Section 7.060 through 77.080
PUBLIC CONTRACTING and Adopting Section 7.005

WHEREAS by Ordinance #437 adopted August 31, 2005, and made effective August 31, 2005, the Board created sections 7.060 through 7.085 PUBLIC CONTRACTING in the Lincoln County Code (LCC), and;

WHEREAS after evaluating changes to the State of Oregon laws pertaining to public contracting, and to update and bring Lincoln County Code into alignment with said State of Oregon laws, and;

WHEREAS these changes will be beneficial to Lincoln County's operations and simplification of its purchasing and public contracting, saving time and expense;

NOW, THEREFORE, IT IS HEREBY ORDAINED AS FOLLOWS:

SECTION 1.

Section 2 of this Ordinance is added and made part of the LCC Chapter 10, Enforcement, to amend LCC 10.200 through 10.505.

SECTION 2.

*[7.060 Attorney General Model Rules
In accordance with ORS 279A.065, the Model Rules of Public Contract Procedure, OAR Chapter 137, adopted by the Attorney General shall apply to county public contracting, except as otherwise provided in this Chapter.]*

SECTION 3.

[7.065 Local Contract Review Board / Designation Of Contracting Agency

1. The Lincoln County Board of Commissioners is designated the Local Contract Review Board under Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C. The Local Contract Review Board may, from time to time, delegate its powers and responsibilities consistent with the Oregon Public Contracting Code and the Model Rules.

- 1 2. *Elected officials and appointed Department Heads and Program Coordinators, as determined*
2 *by the Board of Commissioners, are designated as the County's "Contracting Agency" as that*
3 *term is defined in ORS 279A.010(1)(b) to exercise powers consistent with the Oregon Public*
4 *Contracting Code, the Model Rules and this Chapter. Each Contracting Agency designee shall*
5 *have the authority, with the authorized procedures set forth in this Chapter and the Model Rules,*
6 *to seek solicitations, proposals, or bids and to make awards or direct appointments, and enter*
7 *into contracts not to exceed \$50,000 for each contract, provided sufficient sums are*
8 *appropriated, unencumbered, and not restricted in the County, or as appropriate other County*
9 *affiliated agency or countywide service district, budget and there are sufficient cash resources*
10 *available to pay the maximum consideration set forth in each and every contract.*
- 11 3. *All solicitations, appointments, awards and contracts exceeding \$5,000 shall be subject to*
12 *review and approval of the County Counsel's Office for form and the Department of Finance for*
13 *funding, under policies developed by each of those departments.]*

14 SECTION 4.

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16 *[7.070 Contracts Requiring Board Of Commissioners Approval*

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18 *Unless otherwise provided for in this Chapter, or upon other authorization of the Board of*
19 *Commissioners, large procurements, as defined herein, require Board of Commissioners*
20 *approval and execution. Large procurements mean contracts for the procurements of goods,*
21 *services, or public improvements with a value in excess of \$50,000, and change orders or*
22 *amendments to such contracts that in the aggregate exceed 10 percent of the original amount.*
23 *The Board of Commissioners shall also approve and execute all grant or service contracts,*
24 *whether from public or private sources, that involve the addition of county employees or the*
25 *subcontracting of employee services to other agencies or nonprofits. In addition, the Board of*
26 *Commissioners shall be required to approve and execute any contract that by its terms requires*
27 *governing body approval.]*

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29 SECTION 5.

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31 *[7.075 Personal Or Professional Service Contracts*

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33 *1. Personal or Professional Services Contracts are those contracts, as determined by the Board*
34 *of Commissioners or the Contracting Agency designees, that involve an independent contractor*
35 *engaged in services that predominately, but not always, require special training, certification or*
36 *licenses, or special skills, or unique or specialized knowledge, or the exercise of judgment or*
37 *skills that are unique to the service provider. Such service providers include, but are not limited*
38 *to, consultants of all kinds, licensed or certified professionals, accountants, attorneys, medical*
39 *personnel, computer experts, and similar persons.*

1 *2. Direct appointment of qualified Personal or Professional Service Providers may be made by*
2 *the Board of Commissioners or Contracting Agency designees where the estimated fee does not*
3 *exceed \$50,000 in any one year or \$150,000 over the term of the work. For services over*
4 *\$150,000, a competitive solicitation process shall be utilized.*

5
6 *3. Direct appointment of qualified Personal or Professional Service Providers may also be*
7 *made or installation, maintenance, repair or support of:*
8 *Computer software, hardware or networking systems; or*
9 *Telecommunications, video and access control systems.*

10
11 *4. Direct appointments pursuant to this section shall be based on criteria including, without*
12 *limitation, the provider's qualifications and experience, provider's available resources, project*
13 *timing and location, provider's references, and provider's pricing.*

14
15 *5. The County may use other methods to select qualified Personal or Professional Service*
16 *Providers, including requests for proposals, requests for qualifications, listing of qualified*
17 *providers, competitive bidding, selection from another public contacting agency's list of*
18 *qualified providers, or other solicitation methods available under law.*

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20 *6. The County shall award contracts to Architects, Engineers, Land Surveyors and related*
21 *service providers in accordance with the Model Rules.]*

22
23 SECTION 6.

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25 97.080 Exemption From Competitive Bidding

26
27 *1. Lincoln County exempts from Competitive Bidding any contract exempted by the Oregon*
28 *Public Contracting Code or the Model Rules, including but not limited to those under ORS*
29 *279A.025, ORS 279A.180, ORS 279A.200 and ORS 279A.220.*

30
31 *2. Lincoln County exempts from competitive bidding or sealed proposals contracts under ORS*
32 *279B.055, ORS 279B.060, ORS 279B.070, ORS 279B.075, ORS 279B.080 or ORS 279B.085 and*
33 *the Model Rules for the following classes of contracts:*
34 *Emergency contracts.*

35
36 *a. Contracts and purchases not exceeding \$5,000 (direct purchasing allowed).*

37
38 *b. Contracts and purchases exceeding \$5,000 but not exceeding \$75,000, where informal*
39 *solicitation procedures are used in accordance with the Model Rules for Intermediate*
40 *Procurements.*

1 *c. Contacts exceeding \$75,000, but not exceeding \$150,000, where formal written*
2 *solicitations or quotes are obtained in accordance with the Model Rules for Intermediate*
3 *Procurements.*

4
5 *d. Contracts for public improvements not exceeding \$100,000 (\$50,000 for roads,*
6 *bridges or transportation construction projects) where formal written solicitation or quotes are*
7 *obtained in accordance with the Model Rules for Intermediate Procurements.*
8 *Amendments to the above referenced contracts are allowed in accordance with the Model Rules.*
9

10 *e. Lincoln County may exempt additional contracts or classes of contracts through*
11 *amendment of this Chapter, through Board of Commissioners' adoption of a resolution*
12 *exempting a specific contract, or through any other method authorized under the Oregon Public*
13 *Contracting Code or the Model Rules. 7.080 Exemption From Competitive Bidding*
14

15 *f. Lincoln County exempts from Competitive Bidding any contract exempted by the*
16 *Oregon Public Contracting Code or the Model Rules, including but not limited to those under*
17 *ORS 279A.025, ORS 279A.180, ORS 279A.200 and ORS 279A.220.*
18

19 *3. Lincoln County may exempt additional contracts or classes of contracts through amendment*
20 *of this Chapter, through Board of Commissioners' adoption of a resolution exempting a specific*
21 *contract, or through any other method authorized under the Oregon Public Contracting Code or*
22 *the Model Rules.]*
23

24 **SECTION 7.**

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26 *[7.085 Disposal Of Surplus Property*

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28 *Disposal of surplus property shall be conducted in accordance with the provisions of the*
29 *resolution adopted by the Lincoln County Board of Commissioners declaring the property as*
30 *surplus].*

31 **SECTION 8.**

32
33 **7.005 Public Contracting Policy Manual. Lincoln County purchasing and public**
34 **contracts and disposal of surplus property shall be governed under the adopted Lincoln**
35 **County Public Contracting & Purchasing Policy , with a revision date of December 12,**
36 **2025.**
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SECTION 9.

This Ordinance, being necessary for the immediate preservation of the public peace, health, safety, and to make Lincoln County Code consistent with Oregon law, and to immediately reduce administrative costs for contracting and purchasing, the Board declares an emergency and this Ordinance shall be immediately in effect upon adoption.

Dated this 7th day of January, 2026

N/A
Claire Hall, Chair

Walter Chuck J
Walter Chuck, Commissioner

Casey Miller
Casey Miller, Commissioner

Note: Matter in boldfaced type in an amended section is new; matter in [italic and bracketed] is existing ordinance to be omitted. New sections are in boldfaced type.

LINCOLN COUNTY
Public Contracting &
Purchasing Policy

Introduction & Purpose

1.0 Purpose of Purchasing Policy. This Policy is adopted by the Lincoln County Board of Commissioners as the governing body of the County to establish the rules and procedures for contracts entered into and purchases made by the County. It is the policy of the County in adopting this Policy to utilize public contracting and purchasing practices and methods that maximize the efficient use of County resources and the purchasing power of County funds by:

1.1 Promoting impartial and open competition;

1.2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements and establishing a minimum document retention policy; and

1.3 Taking full advantage of evolving procurement methods that suit the purchasing needs of the County as they emerge within various industries.

1.4 Interpretation of Purchasing Policy. Except as specifically provided in this Policy, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B and 279C (the "Public Contracting Policy") and the Attorney General's Model Public Contract Rules ("Model Rules"), as they now exist or may be amended.

1.4.1 In furtherance of the purposes of the objective set forth above in subsection A, it is the County's intent that this Policy be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B and 279C.

1.4.2 The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the County to the extent they do not conflict with this Policy and the rules and regulations adopted by the County.

1.4.3 In the event of a conflict between any provisions of this Policy and the Model Rules, the provisions of this Policy shall prevail.

1.5 Specific Provisions' Precedence over General Provisions. In the event of a conflict between the provisions of this Policy, the more specific provision shall take precedence over the more general provision.

1.6 Conflict with Federal Statutes and Regulations. Except as otherwise expressly provided in ORS Chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

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2.0 Definitions. Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

2.1 Administering agency. The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services, or public improvements.

2.2 Affected person/offeror. A person whose ability to participate in a procurement is adversely impaired by a County decision.

2.3 Architectural, engineering, and land surveying services. Professional services performed by an architect, engineer, or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this Model Policy.

2.4 Award. The decision to enter into a contract or purchase order with a specific offeror.

2.5 Bid. A response to an invitation to bid.

2.6 Bidder. A person who submits a bid in response to an invitation to bid.

2.7 Business with which a County employee is associated. Any business in which a County employee is a director, officer, owner or employee, or any corporation in which a County employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.

2.8 County. The County of Lincoln a political subdivision of the State of Oregon, and a contracting and purchasing agency, by and through the Board of Commissioners.

2.9 County manager. The person appointed by the County Commissioners to the position of County manager.

2.10 Closing. The date and time announced in a solicitation document as the deadline for submitting bids or offers.

2.11 Contract. See Public Contract.

2.12 Contractor. The person who enters into a contract with the County.

2.13 Contract price. As the context requires:

2.13.1 The maximum payment that the County will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;

2.13.2 The maximum not-to-exceed payment specified in the contract; or

2.13.3 The unit prices set forth in the contract.

2.12 Contracting agency. A public body authorized by law to conduct a procurement.

2.13 Contracting Delegate. The County Manager and County Department Heads who are given contracting authority, subject to Board of Commissioner's approval.

2.14 Cooperative procurement. A procurement conducted by; or on behalf of, one or more contracting agencies.

2.15 Days. Calendar days.

2.16 Emergency. Involves circumstances that:

2.16.1. Could not have been reasonably foreseen;

2.16.2 Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and

2.16.3 Require prompt execution of a contract or amendment in order to remedy the condition.

2.16.4 "Emergency" specifically includes loss, damage, or interruption of services, or a substantial threat to property, public health, welfare or safety caused by winter storms, seismic events, and wild fire, or any time the County Commissioners adopt a Declaration of Disaster or Emergency.

2.17 Findings. The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:

2.17.1 Operational, budget and financial data;

2.13 Public benefits;

2.23 Value engineering;

2.33 Specialized expertise;

2.43 Market conditions;

2.53 Technical complexity; and

2.63 Funding sources.

2.18 Goods and/or services. Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.

2.19 Grant. An agreement under which:

2.19.1 The County receives moneys, property or other assistance, including but not limited to, state or federal assistance that is characterized as a grant by state or federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;

2.19.2 The assistance received by the County is from a grantor for the purpose of supporting or stimulating a program or activity of the County; and

2.19.3 No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or

2.19.4 The County provides moneys, property or other assistance, including but not limited to, state or federal assistance that is characterized as a grant by state or federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;

2.19.5 The assistance is passed through to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and

2.19.6 No substantial involvement by the County is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.

- 2.22 Grantee.** The person or entity receiving a Grant. Also known as a Beneficiary.
- 2.23 Immediate family member.** An employee's spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- 2.24 Offer.** A bid, proposal, quote or other response to a solicitation document.
- 2.25 Offeror.** A person who submits an offer.
- 2.26 Opening.** The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- 2.27 Original contract.** The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- 2.28 Pass through Entity.** Where the County is acting as a conduit to pass state or federal grant proceeds to a third party, person or entity, intended or allowed for the purposes of the grant.
- 2.29 Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- 2.30 Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.
- 2.31 Personal services.** Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.
- 2.31.1 Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
- 2.30.2 Personal services contracts include, but are not limited to, the following classes of contracts:

- a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician, nurse, nurse practitioner or broadcaster;
- b. 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 County is or may become interested;
- c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
- d. Contracts for services that are specialized, creative or research-oriented; and/or
- e. Contracts for services as a consultant or speaker/trainer.

2.32 Price agreement. A contract for the procurement of goods or services at a set price which has:

2.31.1 No guarantee of a minimum or maximum purchase; or

2.31.2 An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.

2.33 Procurement. The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

2.34 Professional services. Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.

2.35 Proposal. A response to a request for proposals.

2.36 Proposer. A person that submits a proposal in response to a request for proposals.

2.37 Provider. As the context requires, a supplier of goods or services, personal services, or professional services.

2.38 Public contract. A sale or other disposal, or a purchase, lease, rental or other acquisition, by the County of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.

2.39 Public contracting. Procurement activities relating to obtaining, modifying or administering contracts or price agreements.

2.40 Public improvement. A project for construction, reconstruction or major renovation on real property, by or for the County. It does not include projects for

which no funds of the County are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.

- 2.41 Public improvement contract.** A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair, or maintenance necessary to maintain a public improvement.
- 2.42 Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
- 2.43 Related services.** Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:
 - 2.43.1** Landscape architectural services;
 - 2.43.2** Facilities planning services;
 - 2.43.3** Energy planning services;
 - 2.43.4** Space planning services;
 - 2.43.5** Environmental impact studies;
 - 2.43.6** Hazardous substances or hazardous waste or toxic substances testing services;
 - 2.43.7** Wetland delineation studies;
 - 2.43.8** Wetland mitigation services;
 - 2.43.9** Native American studies;
 - 2.43.10** Historical research services;
 - 2.43.11** Endangered species studies;
 - 2.43.12** Rare plant studies;
 - 2.43.13** Biological services;
 - 2.43.14** Archaeological services;
 - 2.43.15** Cost estimating services;
 - 2.43.16** Appraising services;
 - 2.43.17** Material testing services;
 - 2.43.18** Mechanical system balancing services;

2.43.19 Commissioning services;

2.43.20 Project management services;

2.43.21 Construction management services and owner's representative's service; and/or

2.43.22 Land use planning services.

2.44 Request for proposals. A solicitation document used for soliciting proposals.

2.45 Request for qualifications. A written document issued by the County describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the County.

2.46 Revenue generating agreements. Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.

2.47 Scope. The range and attributes of the goods or services described in a procurement document.

2.48 Signed or signature. Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.

2.49 Solicitation. As the context requires:

2.49.1 A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;

2.49.2 The process of notifying prospective offerors of a request for offers; and/or

2.49.3 The solicitation document.

2.50 Work. The furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.

2.51 Written or in writing. Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

II. Authority.

3.0 County Commissioners as Local Contract Review Board. The County Commissioners are designated as the local contract review board of the County and has all the rights, powers, and authority necessary to carry out the provisions of this Policy, the Public Contracting Policy, and/or the Model Rules.

3.1 The County Commissioners have appointed any County Manager and County Department Heads as Contracting Delegates. The County Commissioners may appoint other employees as Contracting Delegates in the event of Disaster Declaration.

3.2 All contracts, RFP's, notices, ordinances and resolutions, governed herein or listed in Section 3.4 shall be reviewed and approved as to form by County Counsel's office. All grants to and from the County or any agreement for which the county has potential tort or contractual liability shall be approved as to form by County Counsel's Office before such agreements are signed by the parties. County Counsel may determine any class or dollar amount of contract exempt from the review and approval required herein.

3.3 Application of Attorney General's Model Rules of Procedure. Pursuant to ORS 279A.065(6), the County has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Attorney General Model Rules do not apply to the County Contracting. & Purchasing.

3.4 Inapplicability of Policy. This Policy does not apply to the following:

3.4.1 Contracts or agreement to which the Public Contracting Policy does not apply;

3.4.2 Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;

3.4.3 Grants from the State of Oregon;

3.4.4 Acquisitions or disposals of real property or interests in real property governed by statute;

3.4.5 Procurements from an Oregon Corrections Enterprise program;

3.4.5 Contracts, agreements or other documents entered into, issued or established in connection with:

- a. The incurring of debt, 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;
- b. The making of program loans and similar extensions or advance of funds, aid or assistance by the County 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;
- c. The investment of funds by the County as authorized by law; or
- d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the Contracting Delegate.

3.4.6 Contracts for employee benefit plans;

3.4.7 Contracts with newspapers and other publications for the placement of advertisements or public notices;

3.4.8 Contracts for items where the price is regulated and available from a

single source or limited number of sources;

3.4.9 Insurance contracts;

3.4.10 Revenue-generating agreements;

3.4.11 Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Policy or this Policy, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Policy or this Policy.

4.0 Authority of Contracting Delegates. For contracts and purchases covered by this Policy, the County manager and Department Heads are authorized to:

4.1 Award contracts and amendments without specific authorization by the County Commissioners whenever the contract amount is \$100,000 or less and the proposed expenditure is included in the current fiscal year budget.

4.2. Execute contracts and amendments with specific authorization by the County Commissioners whenever the contract or amendment amount is greater than \$100,000 and the proposed expenditure is included in the current fiscal year budget.

4.3 As the purchasing agent for the County, the Contracting Delegate is authorized to:

4.3.1 Advertise for bids or proposals without specific authorization from the County Commissioners, when the proposed purchase is included within the current fiscal year budget.

4.3.2 Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the County Commissioners approve the proposed budget transfer.

4.3.3 Purchase goods, services and/or property without specific authorization by the County Commissioners whenever the amount is \$100,000 or less and the proposed expenditures are included in the current fiscal year budget.

4.3.4 Purchase goods, services and/or property with specific authorization by the County Commissioners whenever the amount is greater than \$100,000 and the proposed expenditure is included in the current fiscal year budget.

4.3.5 Purchases of any goods or services in excess of \$7,500 from County employees require authorization of the Board of Commissioners.

4.4 Adopt forms, procedures, computer software, and administrative rules for all County purchases regardless of the amount, with County Legal Counsel approval.

4.4.1 When adopting the forms, procedures, computer software, and/or administrative rules, the County manager shall establish practices and

policies that:

- a. Do not encourage favoritism or substantially diminish competition;
and
- b. Allow the County to take advantage of the cost-saving benefits of alternative contracting methods and practices;
- c. The County shall use these forms, procedures, computer software and administrative rules unless they conflict with the Policy.

5.0 Favorable Terms. Contracts and purchases shall be negotiated on the most favorable terms in accordance with this Policy, other adopted ordinances, state and federal laws, policies and procedures.

6.0 Unauthorized Contracts or Purchases. Public contracts entered into or purchases not made as authorized herein shall be voidable at the sole discretion of the County.

6.1 The County may take appropriate action in response to execution of contracts or purchases made contrary to this Policy.

6.2 Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.

7.0 Purchasing from County Employees or Employees' Immediate Family Prohibited. No contract shall be entered into with or purchase made from any County employee or employee's immediate family member, or any business with which the employee is associated, unless:

7.1 The contract or purchase is expressly authorized and approved by the Board of Commissioners; or

7.2 The need for the contract or purchase occurs during a state of emergency, and the Contracting Delegate finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

III. Preferences.

8.0 Discretionary Local Preference. If the solicitation is in writing, the Contract Delegate may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.

8.1 When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the Contracting Delegate may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.

8.2 The Contracting Delegate may establish a preference percentage of ten percent (10%) or higher if the Contracting Delegate makes a written

determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.

8.3 The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.

9.0 Mandatory Tie Breaker Preference. If offers are identical in price, fitness, availability, and the quality is identical, and the County desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.

10.0 Reciprocal Preference. Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.

11.0 Preference for Recycled Materials and Supplies. Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The Contracting Delegate shall adopt State of Oregon or more strict standards to determine if goods are manufactured from recycled materials.

IV. General Provisions.

12.0 Public Notice. Unless otherwise specifically provided by this Policy, any notice required to be published by this Policy may be published using any method the Contracting Delegate deems appropriate, including but not limited to, mailing notice to persons that have requested notice in writing; placing notice on the County's website, or publishing in statewide trade or local publications.

13.0 Procedure for Competitive Verbal Quotes and Proposals. Where allowed by this Policy, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received by phone, or facsimile or email.

13.1 A good faith effort shall be made to contact at least three (3) potential providers.

13.2 If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.

13.3 The person soliciting the provider shall keep record of the description of the quantity of goods or services and the potential providers contacted and their verbal quotes. Such documentation shall be maintained for the duration of time set forth in Section 37.

14.0 Procedure for Informal Written Solicitation. Where allowed by this Policy, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

14.1 The solicitation document shall request competitive price quotes or competitive proposals, and include:

14.1.1 The date, time and place that price quotes or proposals are due;

14.1.2 description or quantity of the good or service required;

14.1.3 Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;

14.1.4 Any required contract terms or conditions; and

14.1.5 Price quotes or proposals shall be received by the Contracting Delegate at the date, time and place established in the solicitation document.

14.1.6 The Contracting Delegate shall keep a written record of the sources of the quotes or proposals including any response.

14.1.7 If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the Contracting Delegate shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

14.1.8 The Contracting Delegate shall keep record of the description of the quantity of goods or services and the potential providers contacted or responded and their verbal or written quotes. Such documentation shall be maintained for the duration of time set forth in Section 37.

15.0 Procurement Methods for Professional Services and Public Improvements.

The County shall apply the Public Contracting & Purchasing Policy and the AG Model Rules when procuring professional services and public improvements and processing protests thereof. In the absence of AG Model Rules (as in unfinished rule making), Section VI alone shall be used for Professional and Public Improvements.

16.0 Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The Contracting Delegate may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the Contracting Delegate, along with a written request for contract retroactive approval, that contains:

16.1 An explanation of the reason work was commenced before the contract was finally awarded or executed;

16.2 A description of steps being taken to prevent similar occurrences in the future;

16.3 Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and

16.4 A proposed form of contract.

V. Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

17.0 Small Procurements. Contracts for or purchases of goods or services with a contract price of \$10,000¹ or less are small procurements.

17.1 Purchases less than \$7,500. The Contracting Delegate may use any

procurement method the Contracting Delegate deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$7,500.

17.2 Purchases between \$7,500 and \$25,000. The Contracting Delegate may use competitive verbal quotes or proposals and informal written solicitations for small procurements of goods or services with a contract price between \$7,500 and \$25,000.

17.3 Negotiations. The Contracting Delegate may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the County.

17.4 Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the Contracting Delegate determines will best serve the interests of the County, taking into account price as well as any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.

17.5 Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price.

17.6 Public notice. No public notice of small procurements is required.

18.0 Intermediate Procurements. Contracts for goods or services with a contract price greater than \$10,000 and less than or equal to \$250,000 are intermediate procurements.³

18.1 Intermediate procurements shall be by informal written solicitation.

18.2 Negotiations. The Contracting Delegate may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal, or solicitation acceptable or more advantageous to the County.

18.3 Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the Contract Delegate determines will best serve the interests of the County, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.

18.4 Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.

18.5 Public notice. Public notice is required for intermediate procurements with a contract price equal to or exceeding \$50,000.

19.0 Large Procurements. Contracts for goods or services with a contract price

greater than \$250,000 are large procurements.⁴

19.1 The Contracting Delegate may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.

19.2 When using either competitive sealed bidding or competitive sealed proposals, the Contracting Delegate shall follow the applicable procedures set out in the Model Rules.

19.3 The County shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

VI. Personal Services Contracts.

20.0 Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the Contracting Delegate may classify additional specific types of services as personal services. In determining whether a service is a personal service, the Contracting Delegate shall consider:

20.1 Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;

20.2 Whether the County intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and

20.3 Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the County's needs and result in obtaining satisfactory contract performance and optimal value.

20.4 A service shall not be classified as personal services for the purposes of this Policy if:

20.4.1 The work has traditionally been performed by contractors selected primarily on the basis of price; or

20.4.2 The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

21.0 Requests for Qualifications. At the Contracting Delegate's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

21.1 A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.

21.2 A request for qualifications may require information including, but not limited to:

21.2.1 The contractor's particular capability to perform the required

personal services;

21.2.2 The number of experienced personnel available to perform the required personal services;

21.2.3 The specific qualifications and experience of personnel;

21.2.4 A list of similar personal services the contractor has completed;

21.2.5 References concerning past performance; and

21.2.6 Any other information necessary to evaluate the contractor's qualifications.

21.3 A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.

21.4 Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.

22.0 Direct Negotiations. Personal services may be procured through direct negotiations if:

22.1 The contract price does not exceed \$75,000 and the work is within a budgetary appropriation or approved by the County Commissioners; or,

22.2 The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the County may have an interest; or

22.3 The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.

22.4 Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty- five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

22.5 Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

23.0 Informal Written Solicitations. An informal written solicitation process may be used for personal services when the contract price is less than \$125,000.

~~**23.1** An informal written solicitation shall solicit proposals from at least three~~

(3) qualified providers. If the Contracting Delegate determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three providers are not reasonably available are documented in the procurement file.

23.2 The solicitation document shall include:

23.2.1 The date, time and place that proposals are due;

23.2.2 A description of personal services sought, or the project to be undertaken;

23.2.3 Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;

23.2.4 Any required contract terms or conditions; and

23.2.5 Any required bid form or proposal format.

23.3 Selection and ranking of proposals may be based on the following criteria:

23.3.1 Particular capability to perform the personal services required;

23.3.2 Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;

23.3.3 Performance history;

23.3.4 Approach and philosophy used in providing personal services;

23.3.5 Fees or costs;

23.3.6 Geographic proximity to the project or the area where the services are to be performed; and

23.3.7 Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.

23.4 The Contracting Delegate shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.

23.5 Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

23.6 Public Notice. No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.

24.0 Requests for Proposals. A request for proposals shall be used to procure personal services when the contract price is \$125,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the County.

24.1 Request for Proposal. The request for proposal shall include:

24.1.1 Notice of any pre-offer conference, including:

24.1.2 The time, date and location;

24.1.3 Whether attendance at the pre-offer conference is mandatory or voluntary; and

24.1.4 A provision that statements made by representatives of the County at the pre-offer conference are not binding unless confirmed by written addendum.

24.1.5 The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;

24.1.6 The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;

24.1.7 A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;

24.1.8 A statement that the County may cancel the procurement or reject any or all proposals;

24.1.9 The date, time and place of opening;

24.1.10 The office where the request for proposals may be reviewed;

24.1.11 A description of the personal services to be procured;

24.1.12 The evaluation criteria;

24.1.13 The anticipated schedule, deadlines, evaluation process and protest process;

24.1.14 The form and amount of any proposal security deemed reasonable and prudent by the Contracting Delegate to protect the County's interests;

24.1.15 A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;

24.1.16 If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in

the subsequent tiers;

24.1.17 If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the County will determine the number of contracts to be awarded, or that the manner will be left to the County's discretion at time of award;

24.1.18 If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;

24.1.19 All required contract terms and conditions, including the statutorily required provisions in ORS.279B.220, 279B.220 and 279B.225; and

24.1.20 Any terms and conditions authorized for negotiation.

25.0 Public Notice. The Contracting Delegate shall provide public notice of a request for proposals for personal services.

25.1 Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the Contracting Delegate determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.

25.2 The Contracting Delegate shall document the specific reasons for the shorter public notice period in the procurement file.

25.3 Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty- five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

VII. Alternative Source Selection Methods for Goods or Services & Personal Services.

26.0 Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.

26.1 Determination of Sole Source. Before a sole-source contract may be awarded, the Contracting Delegate shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:

26.1.1 The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;

26.1.2 The goods or services, personal services or professional services are

available from only one source and required for the exchange of software or data with other public or private agencies;

26.1.3 The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or

26.1.4 Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.

26.1.5 Negotiations. To the extent reasonably practical, contract terms advantageous to the County shall be negotiated with the sole source provider.

26.1.6 Notice. The Contracting Delegate shall post notice of any determination that the sole source selection method will be used on the County's website not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

27.0 Special Procurements. In its capacity, County as contract review board for the County, the County Commissioners, upon its own initiative or upon request of the Contracting Delegate, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

27.1Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the County Commissioners that contains the following:

27.1.1 The nature of the contract or class of contracts for which the special solicitation or exemption is requested;

27.1.2 The estimated contract price or cost of the project, if relevant;

27.1.3 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;

27.1.4 Findings to support the reason that approval of 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 regulations;

27.1.5 A description of the proposed alternative contracting methods to be employed; and

27.1.6 The estimated date by which it would be necessary to let the contract(s).

~~27.2. In making a determination regarding a special selection method, the~~

County Commissioners 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.

27.3 Hearing. The County shall approve the special solicitation or exemption after a public hearing before the County Commissioners.

27.3.1 At the public hearing, the County shall offer an opportunity for any interested party to appear and present comment.

27.3.2 The County Commissioners shall consider the findings and may approve the exemption as proposed or as modified by the County Commissioners after providing an opportunity for public comment.

28.0 Contracts. Subject to award at the Contracting Delegate's discretion. The following classes of contracts may be awarded in any manner that the Contracting Delegate deems appropriate to the County's needs, including by direct appointment or purchase. Legal counsel review and approval of the form is still required.

Except where otherwise provided, the Contracting Delegate shall make a record of the method of award.

28.1 Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the Policy.

28.2 Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

28.3 Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

28.4 Government-Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.

28.5 Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the County.

28.6 Specialty Goods for Resale. Contracts for the purchase of specialty goods by the County for resale to consumers.

28.7 Sponsorship Agreements. Sponsorship agreements, under which the County receives a gift or donation in exchange for recognition of the donor.

28.8 Structures. Contracts for the disposal of structures located on County-owned property.

28.9 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.

28.10 Temporary Extensions or Renewals. Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.

28.11 Temporary Use of County-Owned Property. The County may negotiate and enter into a license, permit or other contract for the temporary use of County-owned property without using a competitive selection process if:

28.11.1 The contract results from an unsolicited proposal to the County based on the unique attributes of the property or the unique needs of the proposer;

28.11.2 The proposed use of the property is consistent with the County's use of the property and the public interest; and

28.11.3 The County reserves the right to terminate the contract without penalty, in the event that the County determines that the contract is no longer consistent with the County's present or planned use of the property or the public interest.

28.12 Used Property. The Contracting Delegate may contract for the purchase of used property by negotiation if such property is suitable for the County's needs and can be purchased for a lower cost than substantially similar new property.

28.12.1 For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the County.

28.12.2 The Contracting Delegate shall record the findings that support the purchase.

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

28.14 Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and County-sponsored workshops and trainings.

29.0 Emergency Procurements. When the Contracting Delegate determines that immediate execution of a contract within the Contracting Delegate's authority is necessary to prevent substantial damage or injury to persons or property, the Contracting Delegate may execute the contract without competitive selection and award or County Commissioners approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.

29.1 When the Contracting Delegate enters into an emergency contract, the Contracting Delegate shall, as soon as possible in light of the emergency circumstances, 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 County and the public.

29.2 The Contracting Delegate shall also notify the County Commissioners of the facts and circumstances surrounding the

emergency execution of the contract.

30.0 Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Policy.

VIII. Surplus Property.

31.0 General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the Contracting Delegate that the method of disposal is in the best interest of the County. Factors that may be considered by the Contracting Delegate include costs of sale, administrative costs, and public benefits to the County.

31.1 Governments. Without competition, by transfer or sale to another government department or public agency.

31.2 Auction. By publicly advertised auction to the highest bidder.

31.3 Bids. By publicly advertised invitation to bid.

31.4 Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this Policy for the award of personal services contracts.

31.5 Fixed Price Sale. The Contracting Delegate 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.

31.6 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.

31.7 Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Policy of 1986, as amended.

31.8. 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 employee making the disposal shall make a record of the value of the item and the manner of disposal.

31.9. Personal-Use Items. An item (or indivisible set) of specialized and personal use 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. These items may be sold for fair market value without bid and by a process deemed most efficient by the Contracting Delegate.

32. Restriction on Sale to County Employees. County employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.

33. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the County shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the County, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

IX. Protest and Appeal Procedures.

34.0 Appeal of Debarment or Prequalification Decision.

34.1 Right to Hearing. Any person who has been debarred from competing for the County's contracts or for whom prequalification has been denied, revoked or revised may appeal the County's decision to the County Commissioners as provided in this section.

34.2 Filing of Appeal. The person shall file a written notice of appeal with the Contracting Delegate within five (5) business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.

34.3 Notification of County Commissioners. Immediately upon receipt of such notice of appeal, the Contracting Delegate shall notify the County Commissioners of the appeal.

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

34.4.1 Promptly upon receipt of notice of appeal, the County shall notify the appellant of the date, time and place of the hearing;

34.4.2 The County Commissioners shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the Contracting Delegate; and

34.4.3 At the hearing, the County Commissioners shall reconsider, without regard to the underlying decision giving rise to the appeal, 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.

34.4.4 Decision. The County Commissioners shall set forth in writing the reasons for the decision.

34.4.5 Costs. The County Commissioners may allocate its costs for the hearing between the appellant and the County.

34.4.6 The allocation shall be based upon facts found by the County Commissioners and stated in the County Commissioners' decision that, in the County Commissioners' opinion, warrant such allocation of costs.

34.4.7 If the County Commissioners does not allocate costs, the costs

shall be paid by the appellant if the decision is upheld, or by the County if the decision is overturned.

34.4.8 Judicial Review. The decision of the County Commissioners may be reviewed only upon a petition in the circuit court of {County} filed within fifteen (15) days after the date of the County Commissioners' decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

35.0 Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.

35.1 Delivery; Late Protests. An affected person shall deliver a written protest to the Contracting Delegate within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.

35.2 The written protest shall include a fee in an amount established in a schedule adopted by the Contracting Delegate to cover the costs of processing the protest.

35.2.1 A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

35.3 Content of Protest. The written protest shall include:

35.3.1 Identification of the requested special procurement;

35.3.2 A detailed statement of the legal and factual grounds for the protest;

35.3.3 Evidence or documentation supporting the grounds on which the protest is based;

35.3.4 A description of the resulting harm to the affected person; and

35.3.5 The relief requested.

35.3.6 Additional Information. The Contracting Delegate may allow any person to respond to the protest in any manner the Contracting Delegate deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.

35.3.7 County Response. The Contracting Delegate shall issue a written disposition of the protest in a timely manner.

35.4 If the Contracting Delegate upholds the protest, in whole or in part, the Contracting Delegate may, in the Contracting Delegate's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.

35.4.1 If the Contracting Delegate upholds the protest, in whole or in part, the County shall refund the fee required to be delivered with the protest.

35.4.2 Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.

- i. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
- ii. Judicial review shall be in accordance with ORS 279B.400.

35.5 Protests and Judicial Review of Sole-Source Procurements. An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.

35.5.1 Delivery; Late Protests. An affected person shall deliver a written protest to the Contracting Delegate within seven (7) days after the first date of public notice of a proposed sole source procurement is placed on the County's website, unless a different period is provided in the public notice.

35.5.2 The written protest shall include a fee in an amount established in a schedule adopted by the Contracting Delegate to cover the costs of processing the protest.

35.5.3 A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

35.5.4 Content of Protest. The written protest shall include:

- i. A detailed statement of the legal and factual grounds for the protest;
- ii. Evidence or documentation supporting the grounds on which the protest is based;
- iii. A description of the resulting harm to the affected person; and
- iv. The relief requested.

35.5.5 Additional Information. The Contracting Delegate may allow any person to respond to the protest in any manner the Contracting Delegate deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.

35.5.6 Contracting Delegate Response. The Contracting Delegate shall issue a written disposition of the protest in a timely manner.

- i. If the Contracting Delegate upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
- ii. If the Contracting Delegate upholds the protest, in whole or in part, the County shall refund the fee required to be delivered with the protest.

35.5.7 Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.

35.5.8 Before seeking judicial review of the approval of a sole-source

procurement, an affected person shall exhaust all administrative remedies.

35.5.9 Judicial review shall be in accordance with ORS 279B.400.

35.0 Protests and Judicial Review of Personal Services Procurements. An affected person may protest the procurement of a personal services contract as provided in this section.

35.1 Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the Contracting Delegate.

35.1.1 The written protest shall include a fee in an amount established in a schedule adopted by the Contracting Delegate to cover the costs of processing the protest.

35.1.2 Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.

35.1.3 Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.

35.1.4 Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.

35.1.5 Contents of Protest. The written protest shall:

- i. Specify all legal or factual grounds for the protest as follows:
- ii. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this Policy or applicable law. The protest shall identify the specific provision of this Policy or applicable law that was violated.
- iii. A person may protest award or intent to award for the reason that:
 - a. All proposals ranked higher than the affected persons are nonresponsive;
 - b. The County failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - c. The County abused its discretion in rejecting the affected person's proposal as nonresponsive; or
 - d. The evaluation of proposals or the subsequent determination of award is otherwise in violation of this Policy or applicable law.
 - e. The protest shall identify the specific provision of this Policy or applicable law that was violated by the County's evaluation or award;
 - f. Include evidence or supporting documentation that supports

the grounds on which the protest is based;

g. A description of the resulting harm to the affected person; and

h. The relief requested.

35.1.6 Additional Information. The Contracting Delegate may allow any person to respond to the protest in any manner the Contracting Delegate deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.

35.1.7 Contracting Delegate Response. The Contracting Delegate shall issue a written disposition of the protest in a timely manner.

35.1.8 If the Contracting Delegate upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.

35.1.9 If the Contracting Delegate upholds the protest, in whole or in part, the County shall refund the fee required to be delivered with the protest.

35.1.10 Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.

36. Protests of Cooperative Procurements. Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the County only if the County is the administering agency and under the applicable procedure described herein.

XII. RECORD RETENTION.

37. Documentation of all contract solicitations, bids, correspondence, verbal conversations, etc. shall be maintained on the following retention schedule unless otherwise determined by State law or Board of Commissioner Order, Resolution or Ordinance:

37.1.1 Valuation of up to \$15,000.00 retain for 6 years plus the term of any applicable contract.

37.1.2 Valuation greater than \$15,000, retain for 10 years plus the term of any applicable contract.