

**2023**

**CONTRACT REVIEW**

**RULES**

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# CURRY COUNTY LOCAL CONTRACT REVIEW BOARD RULES

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## 1. PURPOSE

It is the policy of Curry County in adopting the Public Contracting Rules to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

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

## 2. DEFINITIONS

Words and phrases used by these Rules that are defined in the Public Contracting Code and in the Model Rules have the same meaning as defined in the Public Contracting Code and the Model Rules. 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 for a specified price or prices.

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

**“Board”** means the Curry County Board of Commissioners, which act as the Local Contract Review Board.

**“Competitive Sealed Bidding”** means the solicitation by the County of competitive Bids which follow the formal process for advertising, bid, and bid opening set forth in ORS 279B.055 for Goods and Services and in ORS 279C.400-ORS 279C.410 for Public Improvements.

**“Competitive Process”** means the procurement of Goods and Services by Competitive Sealed Bidding, Competitive Sealed Proposals, or Quotes when permitted by these Rules.

**“Contracting Officer”** means, in the case of Curry County, the County Finance Director or the Finance Director’s designee, and in any other case, the person designated by the Board.

**“County”** means Curry County.

**“Department Head”** means the appointed head of a County Department or Office, or their Designee, or the person appointed to fill a vacancy in such a position, but does not include Commissioners.

**“Elected Official”** means the elected head of a County Office or the person appointed to fill a vacancy in such a position, including Commissioners.

**“Emergency”** means circumstances that could not have been reasonably foreseen; that create a substantial risk of loss or damage or interruption of services or a substantial threat to property, public health, welfare or safety; and that require prompt execution of a contract to remedy the condition.

**“Goods and Services”** has the meaning set forth in ORS 279A.010(1)(i) and (k).

**“Governing Body”** means, in the case of Curry County, its Board of Commissioner, and in any other case, the Board or other body or person authorized to make decisions on behalf of the County.

**“Invitation to Bid”** (sometimes referred to as “Request for Bids”) means a publicly advertised request for competitive sealed bids.

**“Local Contract Review Board”** (“LCRB”) means the Curry County Local Contract Review Board.

**“Model Public Contract Rules”** or **“Model Rules”** means the rules adopted by the Oregon Attorney General pursuant to ORS 279A.065, including all modifications to the Model Rules that the Attorney General may adopt that specify procedures for public contracting under the Public Contracting Code and are located as follows:

OAR Chapter 137, Division 46 (*General Provisions Related to Public Contracting*)

OAR Chapter 137, Division 47 (*Public Procurements for Goods or Services*)

OAR Chapter 137, Division 48 (*Consultant Selection: Architectural, Engineering or Land Surveying Services and related Services Contracts*)

OAR Chapter 137, Division 49 (*General Provisions related to Public Contracts for Construction Services*)

**“Personal Services Contract”** means a Contract, or a member of a class of Contracts, whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic, or management discretion or judgement; and as is further defined in §11 of these Rules.

**“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.

**“Public Improvement”** means a project for construction, reconstruction, or major renovation on real property by or for the County. Public Improvements do not include emergency work, minor alterations, ordinary repairs, or maintenance necessary to preserve a public improvement.

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

**“Request for Proposals”** means a publicly advertised request for sealed competitive proposals.

**“Rules”** means the local rules adopted by the Board governing all Contracts or purchases entered into by the County (these Rules).

**“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. The word “solicitation” also refers to the process by which the County requests, receives, and evaluates potential contractors and awards public contracts.

**“Surplus property”** means personal property owned by the County which is no longer needed for use by the department to which such property has been assigned.

### **3. CURRY COUNTY LOCAL CONTRACT REVIEW BOARD RULES**

3.1 ***Designation.*** Pursuant to ORS 279A.060, the Curry County Board of Commissioners is designated as the Local Contract Review Board (hereinafter “LCRB”) under the Public Contracting Code. No special procedure shall be necessary before the Board of Commissioners, otherwise meeting properly for transaction of County business and making any necessary findings, may exercise the powers of the LCRB.

- 3.2 ***Repeal of Prior Rules.*** As provided by the Order adopting these Rules, all previous Orders, Resolutions, and Policies adopted by Curry County relating to public contracting are repealed and shall have no effect.
- 3.3 ***Model Rules.*** Except as otherwise provided in these Rules or by order of the LCRB, the LCRB adopts the Attorney General’s Model Public Contracting Rules, as they now exist and as they may be amended in the future, as the rules of procedure for Public Contracting. These Local Contract Review Board Rules shall be in addition to and shall supersede any conflicting provision in the Model Rules and Public Contracting Code, pursuant to ORS 279A.065(6)(B).
- 3.4 ***Public Contracting Rules.*** Any subject not addressed by these Rules shall be governed by the Public Contracting Code and Attorney General’s Model Public Contracting Rules. All Public Contracts, as defined by ORS 279A.010 will be procured and awarded as provided by the Public Contracting Code and the Model Rules, and as otherwise directed by these Rules. The Board has the sole authority to award or amend all County Contracts unless expressly delegated by the Board pursuant to these Rules.

#### 4. **CONTRACT PROVISIONS**

- 4.1 ***Agreement Forms.*** The Legal Counsel Office shall be responsible for developing and maintaining agreements, contracts, and some grant forms used by the County. All Departments shall use approved forms in any contract entered into on behalf of the County, unless waived by the Board of Commissioners in the manner provided by these Rules.
- 4.2 ***Insurance and Indemnity.*** At the discretion of Counsel, all Contracts, Grants, Cooperative Agreements, and Intergovernmental Agreements used by Curry County, including Contracts not obtained through the Competitive Process, shall, when practicable, contain indemnity and insurance provisions as determined by Counsel. Insurance requirements of this Section will not apply to Grant Agreements in which the County agrees only to disburse grant money but has undertaken no obligation other than to ensure that the grant recipient has fulfilled the conditions of the grant.
- 4.2.1 ***Waiver.*** Waiver of the requirement for insurance and indemnity provisions shall be provided in writing by County Legal counsel, and can be obtained as follows:
- (a) The Department responsible for administering the Contract must submit to Counsel a written request for the waiver. The request shall

specify the alternative limits and/or language to be used in the document.

- (b) County Counsel shall review and consider all waiver requests on the basis of the potential risk to the County, the willingness of the County to assume the risk, and any other matters of public interest deemed relevant to the Board.

## 5. COUNTY PROCEDURES

### 5.1 *General Procedures.*

5.1.1 *Contracts for Goods and Services.* Except as permitted by ORS 279B.065 through 279B.085, ORS 279A.200 through 279A.225, and those Contracts exempt under the Rules in this Chapter, all Contracts for the purchase of Goods and Services, not including personal services, shall be based on either Competitive Sealed Proposals or Competitive Sealed Bidding.

5.1.2 *Personal Services Contracts.* See §11 of these Rules.

5.1.3 *Public Improvements.* Unless otherwise provided by these Rules, all Contracts for a Public Improvement shall be based on Competitive Bids except as provided in ORS 279C.335(1) which includes the following exceptions:

- (a) Contracts made with qualified nonprofit agencies providing employment opportunities for disabled individuals under ORS 279.835 to 279.855.
- (b) A Public Improvement Contract under ORS 279C.335(2), which provides an exemption for Alternative Contracting Methods.
- (c) A public improvement contract with a value of less than \$5,000.

5.2 *Signature Authority.* Signature authority may be assigned to certain Department Heads or Elected Officials by the approval of the Board, or as otherwise provided in these Rules. Absent a delegation of signature authority, such authority is vested in the Chair of the Board of Commissioners. If the Chair is not available, the following positions are the delegated authority, in descending order, only if the preceding positions are unavailable:

- (a) The Vice Chair of the Board of Commissioners



- (b) The remaining Commissioner
- (c) The Department Head or Elected Official with whom the Contract is associated

5.3 ***Awarding Contracts.*** The following procedures shall be followed whenever a Contract is submitted to the Board for award, ratification or amendment, unless another procedure has been adopted by the Board concerning a specific class of contracts. The procedures contained in this Section do not apply to certain County Sheriff and District Attorney Contracts, such as Forestry Patrol Contracts, and Mediation Contracts.

5.3.1 Prior to execution of the Contract or Amendment of Contract by any party, the contracting Department Head or Elected Official shall determine whether federal funding is indirectly or directly involved. If federal funding is involved, the Department Head, Elected Official, or their designee shall:

- (a) Identify the applicable Catalog of Federal Domestic Assistance Number (“CFDA”).
- (b) Determine the percentage of federal funding of the overall funding and disclose that percentage on the contract summary form.
- (c) Determine any special conditions to the federal funding which includes, but is not limited to, records retention, audits, or other reporting.
- (d) If the Department subcontracts a portion of the Contract, the Department shall disclose the CFDA number to the subcontractor and how much of the funds disbursed are federal funds.
- (e) For Contract Amendments, determine whether the funding source has changed.

5.3.2 Prior to the submission of the Contract to the Board, the Department Head or Elected Official shall obtain all necessary documentation indicating the intention of the contracting parties. The Department Head or Elected Official shall provide a brief description of the purpose of the Contract, together with appropriate documentation, to County Counsel for review and comment. Counsel shall review the Contract, and if satisfactory, will

provide approval; and shall indicate the need for review and comment by any other affected Department(s).

5.3.3 The Department Head or Elected Official shall recommend the award of the Contract to the Board by preparing an Agenda Routing Slip for an upcoming Board Meeting that identifies the purpose and terms of the Contract. The Agenda Routing Slip attachments shall contain contact information for the parties with which the Contract is being made.

5.3.4 If the Board approves the Contract then:

- (a) Board of Commissioners Office Staff (“BOC Staff”) shall transmit the Contract to the appropriate individual(s) for signature, except in the case of a Federal or State Contract where the County must sign prior to the contracting party.
- (b) Once a signed Contract has been received, the Contract shall be presented to the Board by BOC Office Staff for signature.
- (c) The BOC Staff will file the original signed Contract with the County Clerk in the Commissioners’ Journal and return a copy to the Department.
- (d) The Department is responsible for making additional copies of the Contract for their own files, and, if necessary, providing any originals to the Contractor.

## 6. EXEMPTIONS

Pursuant to ORS 279B.085, the LCRB finds the following classes of contracts exempt from competitive procurement on the basis that it is unlikely such exemptions will encourage favoritism or substantially diminish competition. The LCRB also finds that the awarding of Public Contracts pursuant to the exemptions will result in substantial cost savings. These classes of contracts may be awarded in any manner the Board deems appropriate, including direct appointment or purchase.

6.1 ***Copyrighted Materials.*** If there is only one known supplier for the goods.

6.2 ***Equipment Maintenance, Repair and Overhaul.*** If the service and/or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or if the service and/or parts required are for sophisticated equipment for which specially-trained personnel are required and such personnel are available from only one source.

- 6.3 ***Election Supplies and Services.*** Contract for the printing of official ballots and for services to the polling place and drop site signs.
- 6.4 ***Gasoline, Diesel, Other Fuel.*** With the condition that at least three Quotes are obtained, the Fuel is purchased from the least expensive source, and that written justification is retained.
- 6.5 ***Insurance Contracts.***
- (a) **Agent of Records:** A licensed insurance agent may be appointed as Agent of Record to perform insurance services in connection with more than one insurance Contract. The selection of the Agent of Record shall be made with the process prescribed for Personal Services Contracts by these Rules; and
  - (b) **Specific Proposals:** The County may solicit proposals from licensed insurance agents for the purpose of acquiring specific insurance contracts.
- 6.6 ***Office Supplies.***
- 6.7 ***Contract Amendments.*** Amendments to Contracts to provide for additional work in the following circumstances:
- (a) The original Contract was selected by the Competitive Process and imposes a binding obligation on the parties covering the terms and conditions of the additional work; or
  - (b) If the amendment has the effect of creating a new Contract, the amount of the aggregate cost increase resulting from all amendments shall not exceed 10% of the initial Contract cost, or 20% of the initial Contract cost when the initial Contract is for an amount not exceeding \$100,000.00 and is for remodeling, repair, or rehabilitation of a structure or structures.
- 6.8 ***Sole Source Procurements.*** A Public Contract may be awarded as a Sole Source Procurement pursuant to the requirements of ORS 279B.075
- 6.9 ***State Purchasing Programs.*** Goods or services may be purchased from the Oregon Cooperative Program administered by the State of Oregon Department of Administrative Services.

6.10 **Used Equipment**

- (a) *Vehicles:* If vehicles are purchased through local vehicle dealers, vehicles from at least three different vehicle dealers that meet the needs of the County will be considered before a specific vehicle is selected. If not purchased from a local vehicle dealer, all vehicle purchases exceeding \$10,000.00 shall be subject to the competitive quote process. Purchases not exceeding \$10,000.00 can be made upon receiving three competitive quotes. If three quotes are not available, a written record must be made of the attempt to obtain quotes.
- (b) *Personal Property:* Unless otherwise specified in these Rules, the County may purchase used personal property without obtaining competitive Bids or Proposals. For purchases of used personal property over \$10,000.00, three competitive quotes shall be obtained. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

6.11 **Other.** After review and approval by Counsel’s Office, the following do not require Board of Commissioners approval, and may be executed by the Department Heads and Elected Officials:

- (a) Grant agreements with a dollar value change no greater than 5% from the original contract, or a \$50,000.00 annual change to the original contract, whichever is less, provided they are still within budget and will not have a significant impact on departmental programs or staffing.
- (b) Renewals of, and minor amendments to, contracts and IGAs.
- (c) Other routine, low-risk contracts.

**7. SPENDING AUTHORITY**

**7.1 Generally**

- 7.1.1 Department Heads and Elected Officials are required to consult with County Legal Counsel regarding required procurement procedures and contracts for all purchases, together with any related purchases, reasonably expected to exceed \$10,000.00.
- 7.1.2 Department Heads and Elected Officials have the authority to make budgeted purchases of goods and services in an amount up to \$10,000.00 per purchase.

- 7.1.3 Department Heads or Elected Officials may request additional spending authority at any regularly scheduled Board meeting.
- 7.1.4 In the event of an emergency as defined in ORS 279A.010(f), Department Heads and Elected Officials have authority to make purchases beyond their spending authority given that the purchase complies with §9 of these Rules.
- 7.1.5 All purchases and spending outside of a Department's budget, and all transfers within a Department's budget, require prior approval by the Board.
- 7.1.6 The following departments have additional spending authority, as specified:
- (a) *County Counsel's Office:* Budgeted spending relating to outside legal services and litigation-related services without regard to dollar value, provided, however, that Counsel's Office continues to discuss litigation matters with the Board of Commissioners in executive session as appropriate.
  - (b) *District Attorney's Office:* Budgeted spending relating to evidence, witnesses, and expert services without regard to dollar value.
  - (c) *Sheriff's Office:* Budgeted spending relating to medical services for inmates, expert services, and other relevant expenses without regard to dollar value.
  - (d) *Road Department:* Budgeted spending relating to needed supplies and materials necessary for the conduct of Road operations not to exceed \$25,000.00 per purchase.
  - (e) *County Clerk's Office:* Budgeted purchases of goods necessary for the conduct of elections in amounts not to exceed \$25,000.00 per purchase.
- 7.1.7 Upon receiving Board approval, Department Heads and Elected Officials may delegate their spending authority to employees within their department, provided such delegation is in writing.
- 7.1.8 Delegation of authority to Department Heads and Elected Officials does not preclude the Board of Commissioners from holding Department Heads and Elected Officials accountable for unwise or irresponsible use of such authority.

7.1.9 The Board of Commissioners may require that a particular spending item, or categories thereof, be subject to additional or lesser oversight.

## **7.2 *Emergency Authority***

7.2.1 In the event of an emergency, as defined by ORS 279A.010(f), when an Emergency Board Meeting is impracticable, the Chair of the Board is granted authority to approve purchases and sign contracts. If the Chair is not available, the following positions are the delegated authority, in descending order, only if the preceding positions are unavailable:

- (a) The Vice Chair of the Board of Commissioners
- (b) The remaining Commissioner
- (c) The Department Head or Elected Official with whom the Contract is associated

7.2.1.1 All Emergency Contracts are subject to review by Counsel.

7.2.1.2 The submitting Department shall prepare all necessary documentation as provided by §9.1 of these Rules.

7.2.2 As soon as is practicable, the full Board shall consider the purchase or contract and, upon finding that an Emergency existed as defined in ORS 279A.010(f), ratify the Emergency purchase or contract. In such cases, the Department Head or Elected Official shall make a report regarding all such purchases or contracts at the next scheduled Board Meeting.

## **8. SURPLUS PROPERTY**

8.1 ***General Methods.*** Surplus property may be disposed of by any of the following methods upon a written determination by the Board of Commissioners that the method of disposal is in the best interest of the County. Factors that may be considered by the County include costs of sale, administrative costs, and public benefits to the County. The County shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred. Generally, County employees are not permitted to purchase or otherwise receive County surplus property.

8.1.1 *Governments.* Without competition, by transfer or sale to another County department or public agency.

- 8.1.2 *Auction.* By publicly advertised auction to the highest bidder.
- 8.1.3 *Bids.* By publicly advertised invitation to bid.
- 8.1.4 *Liquidation Sale.* By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts.
- 8.1.5 *Fixed Price Sale.* The County 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.
- 8.1.6 *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.
- 8.1.7 *Donation.* By donation to any organization operating within or providing a service to residents of the County which is recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- 8.1.8 *Online Public Sales.* By online public sales such as eBay, Craigslist, Gov-Deals, or other online sites used to sell items, provided that the minimum bid or minimum sales price for each item is determined by the Board or facilitator to be commercially reasonable. The Department Head or Official selling the item may use an independent contractor (“facilitator”) to facilitate the online public sale, provided that the independent contractor is paid a commission from the sales price of each item that the Board determines to be a reasonable amount or percentage.
- 8.2 ***Exemptions from General Methods.*** Surplus property may be disposed of without following the procedures set forth in Rule 8.1 under any of the following conditions:
  - 8.2.1 *Statutory Procedures.* Specific statutory procedures exist for the sale of the type of property involved, and the property is disposed of according to the procedures.

- 8.2.2 *Public Works Materials.* The surplus property is public works materials as defined in Rule 8.7 and is disposed of in the manner prescribed in that rule.
- 8.2.3 *Sanitary Landfill Materials.* The surplus property consists of recyclable, recycled or reusable materials that are described in Rule 8.8 and is disposed of in the manner prescribed in that rule.
- 8.2.4 *Software.* The surplus property is software developed and which will be licensed to user for a price established by the County.
- 8.2.5 *Surplus Wood Materials.* The surplus property consists of trees and other wood materials owned by Curry County and is sold in the manner prescribed in Rule 8.10.
- 8.2.6 *Emergencies.* If emergency conditions require the prompt disposition of surplus property, the Board of Commissioners may authorize the disposition of such surplus property by any method that is commercially reasonable under the circumstances.
- 8.3 *Valueless Property.* The County may discard the property when the County determines that the property is of such little value that it should be discarded.
- 8.4 *Transfer within County.* Before disposing of surplus property, the appropriate Department Head shall make appropriate inquiries of other County departments to determine if such departments may use the surplus property. If another department has a use for the surplus property, the Department Head may transfer the property to such department instead of disposing of it.
- 8.5 *Conditions of Disposal of Property.* Any sale or disposal of surplus property whether by competitive bidding or otherwise, shall be subject to the following conditions:
- 8.5.1 Surplus supplies and equipment shall not be made available to any Curry County employee.
- 8.5.2 No warranty or guarantee shall be made as to the condition of any item offered for sale or disposal. All surplus property is offered for sale or disposal “as is and where is,” without any recourse against seller or transferor.



8.5.3 All property shall be paid for in full during the sale and legal title of ownership shall pass to the purchaser prior to removal from the site.

8.6 ***Public Works Materials.***

8.6.1 Materials encountered by road or bridge maintenance crews in the performance of their duties such as slide material, unmerchantable trees, ditch cleanings or drift and wood chips shall be disposed of in the following manner:

8.6.1.1 The Roadmaster shall make the determination that the material to be disposed of fits within the examples cited in Rule 8.7.1.

8.6.1.2 Disposal shall be made at the nearest available location or locations at the discretion of the foreman or superintendent. Persons receiving such material shall not be charged. This policy does not authorize disposal of material on property where the County would be charged. In such cases, express written consent to bind the County must be obtained from the appropriate governing body.

8.6.2 Material originated by road or bridge maintenance crews in the performance of their duties, such as salvaged culvert pipe, an occasional tree, salvaged bridge members, etc., shall be disposed of in the following manner:

8.6.2.1 The Roadmaster shall make the determination that the material to be disposed of fits within the examples cited in Rule 8.7.2.

8.6.2.2 The Roadmaster shall appraise the value of the materials on an “as is, where is” basis and subtract the estimated cost of transporting it to the nearest County Shop. If the cost of transportation exceeds the value then he or she shall dispose of it in the manner provided in Rule 8.7.1 except that merchantable timber shall be charged for where feasible.

8.6.2.3 If the value exceeds the cost of transportation, the material shall be transported to the nearest County Shop for disposal pursuant to Rules 8.1 through 8.6.

8.7 ***Sanitary Landfill Materials.*** Recyclable, recycled and reusable materials, as defined by State law, which are delivered to disposal sites may be disposed of in the following manner:

8.7.1 The Curry County Facilities & Maintenance Director, or his or her designee, shall appraise the value of the material, if any, on an “as is, where is” basis.

8.7.2 The material shall be disposed of by written contract that will provide for maximum financial benefits to the County, efficient utilization of disposal sites and resource recovery in accordance with the legislative policies set forth in ORS 459.015.

8.8 ***Transfer of Title.*** The County shall have the authority to sign bills of sale, title documents, sales contracts, or other documents that are necessary to transfer the title or ownership of personal property that is sold or otherwise disposed of in accordance with this Section.

8.9 ***Surplus Wood Materials.***

8.9.1 Surplus trees and other wood materials owned by Curry County may be sold without competitive bidding, provided that the sales price does not exceed the sum of \$5,000.00

8.9.2 The value of such materials under the control of the County, generally, shall be set by the Board of Commissioners. The Chair of the Board shall have the authority to sign bills of sale or other documents that are necessary to transfer ownership.

8.9.3 The value of such materials under the control of the Parks Department shall be set by the Parks Director. The Parks Director shall have the authority to sign bills of sale or other documents that are necessary to transfer ownership.

8.9.4 If the value of the trees or other wood materials is less than the cost the County would incur to dispose of them, ownership may be transferred without monetary consideration.

8.9.5 Sales pursuant to this exemption shall comply with the conditions set forth in Rule 8.6.

## 9. **EMERGENCY CONTRACTS**

9.1 ***Emergency Declaration.*** The County may declare that Emergency circumstances exist that require prompt execution of a Public Contract for Emergency construction or repair work. The Declaration shall be a written Declaration that describes the circumstances creating the Emergency and the anticipated harm from failure to enter into an Emergency Contract. The Declaration

shall exempt the Public Contract from the Competitive Bidding requirements set forth in ORS 279C.335(1).

- 9.2 ***Competition for Contracts.*** The County shall ensure competition for an Emergency Contract as reasonable and appropriate under the Emergency circumstances, and may include written requests for offers, oral requests for offers, or direct appointment without competition in cases of extreme necessity, in whatever solicitation time periods the County considers reasonable in responding to the Emergency.
- 9.3 ***Contract Award.*** If an emergency is declared, any Contract awarded under this Rule must be awarded within 60 days after the Declaration of Emergency is issued, unless an extension is granted by the Board.
- 9.4 ***Contract Scope.*** Although no dollar limitation applies to Emergency Contracts, the scope of the Contract must be limited to work that is necessary and appropriate to remedy the conditions creating the Emergency as described in the Declaration.
- 9.5 ***Contract Modification.*** Emergency Contracts may be modified by change order or amendment to address the conditions described in the original Declaration or an amended Declaration that further describes additional work necessary and appropriate for related Emergency circumstances.

## 10. SPECIAL CLASSES OF CONTRACTS

- 10.1 ***Contracts Exempt from Performance and Payment Bonds.*** Pursuant to ORS 279C.390, the LCRB exempts contracts for Public Improvements for which the contract price does not exceed \$50,000.00 from performance and payment bond requirements unless the advertisement for bid, request for quotes or contract contains a provision that such bonds are required.
- 10.2 ***Classes of Contracts Exempt from Bid Security.*** Pursuant to ORS 279C.390, the Board exempts the following classes of contracts from bid security requirements unless the advertisement for bid, request for quotes or Contract contains a notification that such is required:
- (a) Contracts for Public Improvements for which the Contract price does not exceed \$50,000.00.
  - (b) Contracts not involving a Public Improvement.

## 11. PERSONAL SERVICE CONTRACTS

11.1 **Designation.** Pursuant to ORS 279A.055(2), the LCRB designates as personal services any contracts for services that require specialized technical, artistic, or professional skills or talent, including but not limited to contracts for the services of accountants, advertising consultants, appraisers, arbitrators, architects, artists, attorneys, auctioneers, audiologists, broadcasters, chiropractors, clergy, clinical social workers, computer programmers, concessionaries, dental hygienists, dentists, dieticians, educators, engineers, entertainers, entertainment agents, film makers, home care providers, land surveyors, landscape architects, marriage and family therapists, mediators, medical doctors, medical laboratories, meeting facilitators, naturopaths, nurses, occupational therapists, optometrists, pharmacists, photographers, physical therapists, psychologists, speakers, speech-language pathologists, and veterinarians.

11.2 **Selection and Award.** Except as otherwise provided by the Rules or otherwise provided by law, the County shall select and award all personal services by the Competitive Sealed Proposal process set forth in ORS 279B.060, except as follows:

- (a) The County may purchase Personal Services without Competitive Process if the estimated fee is less than \$10,000.
- (b) The County may purchase Personal Services using the Informal Selection Procedure provided in §11 if the estimated fee is less than \$50,000;
- (c) The County may choose to use the Informal Selection Procedure in § 11. for up to \$150,000 upon approval by the Board;
- (d) The County may purchase Personal Services without Competitive Process when the County declares that Emergency circumstances exist as defined by ORS279A.010(1)(f). This declaration shall be by a written declaration that describes the circumstances creating the Emergency, and the anticipated harm from failure to enter into an Emergency Contract;
- (e) The County may purchase hospitalization, medical, behavioral health or dental services without Competitive Process;
- (f) The County may purchase software and hardware maintenance services without Competitive Process;

- (g) The County may purchase litigation and legal services Contracts without Competitive Process, which includes attorneys, court reporters, expert witnesses, arbitrators, mediators, trial consultants, or investigators, upon approval by the Board;
- (h) The County may purchase grant writing services without the Competitive Process;
- (i) The County may purchase research services without the Competitive Process; and
- (j) The County may purchase architect, engineer or land surveyor services without the Competitive Process if the project described in the contract consists of work that has been substantially studied or rendered in an earlier contract and the new contract is a continuation of that project.

11.3 ***Informal Selection Procedure for Personal Services Contracts.***

11.3.1 The County, prior to contacting prospective Proposers will determine in writing the selection criteria for the Personal Services Contract. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, project understanding, Contractor capacity, responsibility and similar factors.

11.3.2 The County will contact a minimum of three prospective Proposers with which it has had previous successful experience, or which are known by the County to be qualified for a Quote to offer the sought-after services. The County shall utilize written requests for Quotes whenever reasonably practicable. The County must describe substantially the same specifications to each of the prospective contractors. Written request for Quotes shall include the selection criteria to be utilized in selecting a Contractor and, if the criteria are not of equal value, their relative value or ranking, and include the applicable insurance requirements. When requesting quotations orally, prior to requesting the price quote the County shall state any additional selection criteria and, if the criteria are not of equal value, their relative value.

11.3.3 If three Quotes are not reasonably available, fewer will suffice, but the County shall make a written record of the effort made to obtain the Quotes.

11.3.4 If a Contract is awarded, the County shall award the Contract to the Proposer that will best serve the interests of the County, taking into account price as well as considerations including, but not limited to, experience,

expertise, product functionality, suitability for a particular purpose and Contractor responsibility.

11.4 ***Multi-Year Personal Services Contracts.*** The County may appoint a contractor as an Agent of Record for a multi-year Contract if the selection of the Agent of Record was done by Competitive Process. Subsequently, the County may enter into multi-year Contracts for personal services with an Agent of Record without Competitive Process for up to five years or such other length of time as the Board of Commissioners may determine is necessary for a particular project. The Board of Commissioners may extend the term of an Agent of Record as it determines is necessary to complete a project.