

**ORDINANCE BILL NO. 7 FOR 2001**

**ORDINANCE NO. 1141**

AN ORDINANCE ESTABLISHING PROCEDURES FOR PUBLIC CONTRACTS AND PURCHASING AND REPEALING ORDINANCES NO. 766 AND NO. 685.

WHEREAS, the City may elect to establish its own rules of procedures for public contracts and purchasing; and

WHEREAS, the model rules adopted by the Attorney General under ORS Chapter 279 do not apply to the City.

NOW, THEREFORE, THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

That the City Manager shall prepare and maintain rules of procedure appropriate for use by the City governing bid procedures, advertisements, the awarding of bids, retainage, claims, liens, bid security, payment and performance bonds and other matters involving public contracts, and may devise and publish forms for use therewith; and

FURTHER, that the City Manager shall review and update those rules, periodically, and each time the State Attorney General adopts a modification to the model rules to determine whether any modifications need to be adopted by the City to ensure compliance with statutory changes.

Sweet Home Ordinances No. 766 and No. 685 are hereby repealed.

PASSED by the Council and approved by the Mayor this 22<sup>nd</sup> day of January 2002.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
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City Manager – Ex Officio City Recorder



# **CONTRACT REVIEW BOARD**

## **RULES OF PROCEDURE**

V1.0

Revised: November 2001

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**BEFORE THE CITY OF SWEET HOME LOCAL CONTRACT REVIEW BOARD**

**ORDER ADOPTING RULES EXEMPTING CERTAIN )  
CLASSES OF CONTRACTS FROM COMPETITIVE )  
BIDDING; PROVIDING FOR THE DISPOSAL )  
ORDER OF SURPLUS PROPERTY; PROVIDING )  
PREQUALIFICATION PROCEDURES; AND )  
EXEMPTIONS FROM BID SECURITIES AND )  
BONDS FOR CERTAIN CONTRACTS )**

**1 DEFINITIONS: The following words and phrases mean:**

- 1.1 Agency means any city, district or other public entity.
- 1.2 City means City of Sweet Home.
- 1.3 Contracting Officer means the City Manager or designee.
- 1.4 Governing body means the City of Sweet Home's City Council.
- 1.5 LCRB means the City of Sweet Home Local Contract Review Board.
- 1.6 Project means a public improvement as defined in ORS 279.011(8).
- 1.7 The City Council serves as the LCRB for the City of Sweet Home.

**2 STATUTORY EXEMPTIONS:**

2.1 Except as stated otherwise in particular provisions of these Rules, these Rules are not intended to preclude, abrogate, or restrict any exemptions from competitive bidding established by ORS chapter 279.

2.2 When the City solicits competitive bids for a Project and all responsive bids from responsible bidders exceed the City's cost estimate for the Project, the City may negotiate with the lowest responsive, responsible bidder to obtain a price that is equal to or lower than the City's cost estimate, subject to the following conditions:

2.2.1 The City must have a written estimate of the cost of the Project at the time the bids are opened.

2.2.2 In determining whether all responsive bids from responsible bidders exceed the cost estimate; only those bids, which have been formally rejected by the City in accordance with public contracting laws, may be excluded from consideration.

2.2.3 In determining the amount of the cost estimate and the lowest responsive bid for the project, the City has exclusive discretion to include or exclude alternates in accordance with the bidding documents.

2.2.4 If negotiations with the responsible bidder who submits the lowest responsive bid are not successful, the City cannot negotiate a contract with any other responsible bidders who submit responsive bids.

2.2.5 The lowest responsive bid cannot exceed the cost estimate by more than twenty-five percent (25%).

2.2.6 The City and the lowest responsive, responsible bidder may agree to change the components or constituents of the work that is described in the plans and specifications for the project, the schedule for the project, methods of construction, assignment of risk under the contract documents, and other details of contract performance, which affect cost or quality. Negotiations should be consistent with the provisions of the contract documents regarding change orders and standard construction industry practices.

2.2.7 The negotiations cannot change the essential functions or characteristics of the Project.

2.2.8 The governing body of the City must find that negotiated changes probably would not have substantially increased the number of qualified bidders if such changes had been made before bids for the project were solicited.

2.2.9 The City may agree to refrain from disclosing information submitted by the lowest responsive, responsible bidder during negotiations, subject to applicable laws.

**3 ADDITIONAL EXEMPTIONS: The LCRB finds the following contracts exempt from competitive bids 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.**

3.1 Contracts for Price Regulated Items or Supplier Regulated Items. Contracts for the purchase of goods or services where the rate of price for the goods or services being purchased is established by federal, state or local regulating authority.

3.2 Copyrighted materials. Contracts for the purchase of copyrighted materials where there is only one supplier available.

3.3 Advertising Contracts. Contracts for the purchase of advertising including that intended for the purpose of giving public notice.

3.4 Requirements Contracts. Purchases of goods or services pursuant to a Requirements Contract between the City and a contractor, which was established by competitive bidding. The City through a Requirements Contract between another public body and a contractor may also make purchases if the Requirements Contract was established by competitive bidding and there is an intergovernmental agreement authorizing the purchase between the City and the other public body.

3.5 Investment Contracts. Contracts for the purpose of investment of public funds or the borrowing of funds.

3.6 Single Seller or Price or Product Required. Contracts for purchase where there is only one seller or price of a product of the quality required available.

3.7 Repair or Conversion. Contracts for the purchase of services, equipment or supplies for maintenance, repair or conversion of existing equipment if required for efficient utilization of such equipment.

3.8 Insurance Contracts. Contracts for insurance.

3.9 Asphalt, Concrete, and Rock. Contracts for the purchase of Asphalt, concrete, and rock and other materials as determined by the Contracting Officer where the material is to be used for maintenance.

3.10 Contracts under \$25,000. Public contracts for procurement of goods, materials, supplies, services, or public improvements for which the total contract price does not exceed \$25,000, subject to the following conditions:

3.10.1 The contract is for a single project, and is not a component of or related to any other project; or

3.10.2 The contract is a blanket contract for discrete small projects, provided that the cost of any project does not exceed \$5,000.

3.10.3 If the total contract price exceeds \$5,000, the City must, where feasible, obtain at least three competitive quotes.

3.11 Contract Amendments. Any contract amendment including change orders, extra work, field orders, or other change in the original specifications which changes the original contract price or alters the work to be performed, may be made with the contractor subject to the following conditions:

3.11.1 The original contract imposes a binding obligation on the parties covering the terms and conditions regarding changes in the work; or

3.11.2 The amended contract does not substantially alter the scope or nature of the project; or

3.11.3 If the amendment has the effect of substantially altering the scope or nature of the project, the amount of the aggregate cost change resulting from all amendments creating such new obligations shall not exceed 10% of the initial contract.

3.12 Data Processing Contracts. Contracts for licensing, purchasing or leasing of data processing hardware and word processing hardware, systems software and applications software subject to the following conditions:

3.12.1 Software development contracts shall be considered personal services contracts subject to the procedures adopted pursuant to ORS 279.051.

3.12.2 If the contract amount does not exceed \$25,000, informal quotes may be obtained, from three or more qualified vendors, if recommended by the City Finance Department. When deciding whether to obtain competitive quotes the Finance Department shall consider the operational needs of the City department acquiring the product.

3.12.3 If the contract amount exceeds \$25,000, but does not exceed \$100,000.00, written proposals from five or more qualified vendors may be solicited or an advertisement in a major trade publication of general circulation shall be published. If proposals from vendors are solicited without advertisement, the vendors to whom the request for proposals is submitted may be selected from the following sources:

3.12.3.1 trade journals

3.12.3.2 user group publications

3.12.3.3 the list compiled by the Data Systems Division, Executive Department, State of Oregon;

3.12.3.4 other similar sources available to the City Finance Department.

3.12.4 If the amount of the contract exceeds \$100,000 then:

3.12.4.1 Written proposals shall be solicited from five or more qualified vendors and an advertisement shall be published in one or more major trade publications of general circulation;



3.12.4.2 Vendors shall be provided an opportunity to review requirements and, prior to submitting proposals, comment on any specifications, which they feel, limit competition;

3.12.4.3 Contractual requirements in the request for proposals shall be clearly stated,

3.12.4.4 Residual values shall be considered only if they are clearly ascertainable;

3.12.4.5 Cost of conversion shall be minimized; and

3.12.4.6 Vendors shall be provided an opportunity to review the evaluation of their proposal before final review and selection.

3.12.5 Written proposals and informal quotes shall be evaluated according to clearly stated criteria including but not limited to the following:

3.12.5.1 operating performance,

3.12.5.2 cost,

3.12.5.3 capacity,

3.12.5.4 quality,

3.12.5.5 expansibility of the system,

3.12.5.6 availability of enhancements and new releases,

3.12.5.7 availability of maintenance,

3.12.5.8 support and assistance supplied by the vendor,

3.12.5.9 vendor's general qualifications including such factors as organization size, financial solvency and time in business,

3.12.5.10 vendor experience with specific application areas,

3.12.5.11 reliability,

3.12.5.12 storage and memory requirements,

- 3.12.5.13 support required from City's staff,
- 3.12.5.14 warranties and other contract provisions,
- 3.12.5.15 use of current technology and
- 3.12.5.16 compatibility with existing systems.

3.12.6 Acquisition of data processing hardware, systems software and applications software shall be subject to review and approval by the Director of Finance. A written recommendation shall be made to the governing body on acquisitions under subsection 3.12.3 and 3.12.4. After receipt of such recommendation, the governing body shall make the final review and selection.

3.13 Petroleum Products. Contracts for the purchase of petroleum products.

3.14 Event Service Contracts. Contracts for ticket sales, ticket collection, information booths, parking services and other similar services for events subject to the following conditions:

3.14.1 The contractors shall be non-profit public service groups.

3.14.2 All services provided through the contract shall be performed by volunteers without compensation.

3.14.3 Eligible organizations shall be allowed to submit proposals for performing the service contracts.

3.15 Banking Services. Contracts for the procurement of banking services.

3.16 Nutrition Services. Contracts for the procurement of nutrition services for older, disabled, or low-income persons within the City of Sweet Home. Written requests for proposals shall be used for procurement of such services in accordance with applicable State and Federal laws, rules, and regulations. Evaluation of proposals shall be based on price, quality of service, and the qualifications of prospective contractors.

3.17 Transportation Services. Contracts for the procurement of transportation services for older, disabled, or low-income persons within the City of Sweet Home. Written requests for proposals shall be used for procurement of such services in accordance with applicable and State and Federal laws, rules, and regulations. Evaluation of proposals shall be based on price, quality of service, and the qualifications of prospective contractors.

3.18 Used Equipment. Contracts for purchase of used equipment subject to the following conditions:

3.18.1 After reviewing information submitted by the City Officer or employee who is requesting approval of the contract for purchase of the equipment, the Contracting Officer or the governing body determines that there is a need for the equipment.

3.18.2 The equipment is appraised by a qualified Officer, employee or agent of the City and the appraised value is equal to or greater than the purchase price.

3.18.3 The Contracting Officer or the governing body determines that purchasing the equipment is preferable to purchasing new equipment or leasing equipment.

3.18.4 The Contracting Officer or the governing body determines that there is no comparable used equipment in a reasonable purchase area that can be purchased at greater cost savings to the City.

3.18.5 If the proposed purchase price of the equipment is \$15,000 or more, determinations required by subsections, 3.18.1, 3.18.2, 3.18.3, 3.18.4 and 3.18.5 shall be made by the governing body.

3.19 Ballot Printing Services. Contracts for printing ballots, including sample ballots, ballot pages and labeling ballot cards.

3.20 Library Materials. Contracts for leasing and purchasing books, periodicals, serials, CD-ROM software, video cassettes, audio cassettes, and other similar library materials.

3.21 Equipment with Credit for Trade-in. Public contracts for procurement of vehicles or equipment, if the total cash price does not exceed \$25,000 after deducting the value of any trade-in. The City must, where feasible, obtain at least three competitive quotes.

3.22 ORCPP Agreement Purchases. Contracts for the procurement of goods and services within the scope of a current Oregon Cooperative Purchasing Program ("ORCPP") agreement between the City of Sweet Home and the Oregon Department of Administrative Services ("DAS"), that are on a current DAS Price Agreement, Solicitation or Contract, subject to the terms and conditions of the ORCPP agreement and subject to the terms and conditions of the DAS Price Agreement, Solicitation or Contract. Goods or services available from the private sector may also be procured when a price is available that is lower than an ORCPP quotation.

3.23 "Piggyback" Purchases. Contracts for the procurement of goods and services utilizing an existing solicitation or current requirement contract ("the original contract") for which:

3.23.1 The original contract met the requirements of ORS chapter 279.

3.23.2 The original contract allows other public agency usage of the original contract:

3.23.3 The original Contracting Public agency concurs: and

3.23.4 The original Contracting public agency is a unit of local government.

3.23.5 Goods or services available from the private sector may also be procured when a price is available that is lower than a Piggyback Purchase.

#### **4 EMERGENCY CONDITIONS:**

4.1 A governing body, by a majority vote of its members, may exempt any contract from competitive bidding if emergency conditions require prompt execution of the contract. A governing body may delegate authority under these rules or the Emergency Operations Plan to any Officer of the City to exempt any contract from competitive bidding if an emergency creates a serious threat to persons or property at a time that the governing body is unable to meet to approve execution of a contract.

4.2 Before a governing body exempts a contract under this section, such notice as may be required under ORS 192.640 shall be given and the reasons for determining an emergency existed shall be entered into the record of the meeting at which the contract is exempted. If an Officer of the City acts under the authority delegated to the Officer pursuant to Rule 4.1 the Officer shall report the action to the governing body at a public meeting.

4.3 If an emergency is declared, any contract awarded under this rule must be awarded within 30 days following the declaration of the emergency unless the LCRB grants an extension.

#### **5 ALTERNATIVE PROCUREMENT PRACTICES:**

5.1 Notwithstanding the exemptions from competitive bidding in Rules 2-4, competitive quotes shall be used where feasible. In addition, alternative Contracting and purchasing practices that take into account market realities and modern or innovative contracting and purchasing methods, which are also consistent with the public policy of encouraging competition, shall be considered.

5.2 The City may, at its discretion use request for proposal competitive procurement methods. Criteria that are used to identify the proposal that best meets the public contract needs may include, but are not limited to, cost, quality, service, compatibility, product reliability and operating efficiency. Requests for proposals shall clearly state:

5.2.1 Contractual requirements;

5.2.2 Evaluation procedures that will be applied in awarding the contract;

5.2.3 Complaint processes and remedies available.

## **6 SURPLUS PROPERTY:**

6.1 Competitive Bidding: Surplus personal property that is owned by the City shall be sold by competitive bidding unless it is subject to an exemption under Rule 6.2.

6.2 Exemptions from Competitive Bidding: Surplus property may be disposed of without competitive bidding under any of the following conditions:

6.2.1 Specific statutory procedures exist for the sale of the type of property involved, and the property is disposed of according to the procedures.

6.2.2 The property has a value of less than \$5,000 and is sold for the amount of its value in accordance with Rule 6.4.

6.2.3 The property is used as a trade-in to reduce the purchase price of similar property being purchased.

6.2.4 The Contracting Officer determines that the number, value and nature of the items to be sold make it probable that the cost of conducting a sale by competitive bid will be such that a liquidation sale will result in substantially greater net revenue to the City.

6.2.5 The surplus property is public works materials as defined in Rule 6.6 and is disposed of in the manner prescribed in that rule.

6.2.6 The surplus property consists of recyclable, recycled or reusable materials that are described in Rule 6.7 and is disposed of in the manner prescribed in that rule.

6.2.7 The surplus property is needed by another governmental agency, public corporation, or public service organization for providing a public service or for accomplishing a public purpose.

6.2.8 The surplus property is software developed by the City, which will be licensed to a user for a price established by the Contracting Officer.

6.2.9 The City has unsuccessfully attempted to sell the surplus property by competitive bidding.

6.2.10 The surplus property consists of trees and other wood materials owned by City of Sweet Home and is sold in the manner prescribed in Rule 6.9.

6.3 Certification as Surplus Property. Before personal property may be disposed of, the appropriate Department Head shall certify that such property is surplus to the department. The certification shall be filed in writing with the Contracting Officer. The Contracting Officer or designee shall establish procedures for storage of property so certified. Before disposing of surplus property, the Contracting Officer shall make appropriate inquiries of other City departments to determine if such departments may use the surplus property. If another department has a use for the surplus property, the Contracting Officer may transfer the property to such department instead of disposing of it.

6.4 Procedures for Disposal of Property that is Exempt from Bidding. Any surplus property that is exempt from competitive bidding may be sold or otherwise disposed of by any of the following methods that the Contracting Officer determines to be appropriate:

6.4.1 The property may be donated or sold to another governmental agency, public corporation, or public service organization upon the condition that the property will be used for a public purpose.

6.4.2 The Contracting Officer may directly sell the property if he determines such sale would be the best method of disposal. Such sale shall be made at a value set by an appraiser appointed for that purpose by the Contracting Officer.

6.4.3 The Contracting Officer may discard the property when the property is of such little value that it should be discarded.

6.5 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:

6.5.1 Surplus supplies and equipment shall not be made available to any public employee, except through public auction.

6.5.2 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.

6.5.3 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.

#### 6.6 Public Works Materials:

6.6.1 Materials encountered by road or 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:

6.6.1.1 The Road Maintenance Superintendent shall make the determination that the material to be disposed of fits within the examples cited in Rule 6.6.1.

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

6.6.2 Material originated by road or 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:

6.6.2.1 The superintendent shall make the determination that the material to be disposed of fits within the examples cited in Rule 6.6.2.

6.6.2.2 The superintendent 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 City shop. If the cost of transportation exceeds the value then the materials shall be disposed of in the manner provided in Rule 6.6.1. except that merchantable timber shall be charged for where feasible.

6.6.2.3 If the value exceeds the cost of transportation the material shall be transported to the nearest City shop for disposal pursuant to Rules 6.1 through 6.5.

6.7 Sanitary Landfill Materials: Recyclable, recycled and reusable materials, which are delivered to disposal sites, may be disposed of in the following manner:

6.7.1 The City of Sweet Home Director of Public Works or designee shall appraise the value of the material, if any, on an "as is, where is" basis.

6.7.2 The material shall be disposed of by written contract that will provide for maximum financial benefits to the City efficient utilization of disposal sites and resource recovery in accordance with the legislative policies set forth in ORS 459.015. Contracts for sale or disposal of such materials shall comply with the provisions of the City Ordinance for solid waste management.

6.8 Transfer of Title: The Contracting Officer 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 Rules 6.1 through 6.6. The Contracting Officer shall submit an annual written report to the governing body on all documents that are executed pursuant to this rule. The reports submitted by the Contracting Officer shall be filed in the City Records and maintained by the Finance Department.

#### 6.9 Surplus Wood Materials.

6.9.1 Surplus trees and other wood materials owned by City of Sweet Home may be sold without competitive bidding, provided that the sales price does not exceed the sum of \$5000.

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

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

6.9.4 Sales pursuant to this exemption shall comply with the conditions set forth in Rule 6.5.

6.9.5 The Public Works Department Director shall submit an annual written report to the governing body on all documents that are executed pursuant to this rule.

**7 BRAND NAME SPECIFICATION IN CONTRACTS: Specifications for contracts shall not require any product by any brand name or mark, nor the product of any particular manufacturer or seller. However, this rule shall not be construed to prevent reference in the specifications to a particular product as a description of the type of item required.**



7.1 A contract shall be exempt from the requirements of this rule under any of the following conditions:

7.1.1 The specification is for a specific copyrighted product. This exemption does not include patented or trade mark goods.

7.1.2 If there is only one manufacturer or seller of a product of the quality required within a reasonable purchase area, or if the efficient utilization of the existing equipment or supplies requires a compatible product of a particular manufacturer or seller, a contract may specify such particular product subject to the following conditions:

7.1.2.1 The product is selected on the basis of the most competitive offer considering quality and cost. The term "cost" includes not only the product price but also other items of expense such as costs related to quality or conversion.

7.1.2.2 Prior to awarding the contract, reasonable efforts have been made to notify all known vendors of competing or comparable products within a reasonable purchase area of the intended specifications; and such vendors have been invited to submit competing proposals. If the amount of the purchase does not exceed \$25,000, such notice and invitation may be informal. If the amount of the purchase exceeds \$25,000, such notice shall include advertisement in at least one newspaper of general circulation in the City and shall be timed to allow competing vendors a reasonable opportunity to make proposals.

7.2 The LCRB may rule exempt certain additional products or classes of products upon any of the following findings:

7.2.1 It is unlikely that such exemption will encourage favoritism in the awarding of the contract or substantially diminish competition.

7.2.2 The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings.

7.2.3 There is only one manufacturer or seller of the product of the quality required.

7.2.4 Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

**8 MANDATORY PREQUALIFICATION: Persons desiring to bid on contracts for public improvements shall submit a completed prequalification statement to the Contracting Officer. This requirement shall apply only when required by the Contracting Officer and notice of such requirement is contained in the advertisement for bid.**

8.1 Applications for prequalification shall be submitted on City forms or the forms prescribed by the State of Oregon, Director of the Department of the General Services not less than 24 hours prior to bid opening. If a person is prequalified with the State of Oregon Department of Transportation to perform contracts or the State of Oregon Department of General Services to perform contracts for the same kind of work such person may submit proof of such prequalification in lieu of a prequalification application.

8.2 Upon establishment of the applicant's qualification, the qualification is valid until March 1 of the following year, and the Contracting Officer shall issue a qualification statement. The statement shall inform the applicant of any conditions which may be imposed on the qualification and advise the applicant to notify the Contracting Officer promptly if there has been any substantial change of conditions or circumstance which would make any statement contained in the prequalification application no longer applicable or untrue. The qualification statement shall also inform the applicant that if they desire to appeal the conditions of the prequalification varying their application, written notice must be given to the public contract Officer within three business days after receipt of the notice.

8.3 Hearings before the LCRB for appeals from a disqualification as provided in ORS 279.045 shall be conducted in the same manner as a contested case under ORS 183.415 (3) to (6) and 183.450.

**9 CLASSES OF CONTRACTS EXEMPT FROM BID SECURITY: Contracts for public improvements for which the contract price does not exceed \$25,000 and all other contracts not involving a public improvement are exempt from bid security requirements unless the advertisement for bid, request for quotes or contract contains a notification that such is required.**

**10 CLASSES OF CONTRACTS EXEMPT FROM PERFORMANCE AND PAYMENT BONDS: Contracts for public improvements for which the contract prices does not exceed \$25,000 are exempt from performance and payment bond requirements unless the advertisement for bid, request for quotes or contract contains a provision that such bonds are required.**

**11 PERSONAL SERVICES CONTRACTS: Any contracts for services that require specialized technical, artistic, or professional skills or talent shall be classified as personal services contracts, including but not limited to**

**contracts for the services of accountants, clergy, physicians, lawyers, dentists, architects, landscape architects, engineers, land surveyors, psychologists, occupational therapists, clinical social workers, nurses, veterinarians, physical therapists, computer programmers, and appraisers.**

## **12 FORFEITED, UNCLAIMED, & FOUND PROPERTY:**

12.1 Personal property owned by the City as a result of a civil forfeiture pursuant to Oregon laws 1989 Chapter 791 (further referred to in this rule as "the Forfeiture Act") or other forfeitures, unclaimed and found property not covered by the Forfeiture Act shall be secured and inventoried by the Police Department. Prior to forfeiture, any person for any reason shall not use such property. After forfeiture, such property shall not be used by any person for any reason except as provided in this rule.

12.2 Retention by City or Use by Law Enforcement: The Contracting Officer shall dispose of forfeited property in the manner provided in any applicable intergovernmental agreement. If no such agreement applies then, upon application to the Contracting Officer:

12.2.1 by the City department head who wants to retain forfeited property for use by the City, or

12.2.2 by the federal, state or local law enforcement agency that wants to have the property sold, leased, loaned or transferred to it for its use. The Contracting Officer may permit the forfeited property to be retained by the City or sold, leased, loaned or transferred to the law enforcement agency.

12.3 Competitive Bidding: Forfeited property, which is not disposed of under Rule 12.2 shall be sold by competitive bid unless it is subject to an exemption under Rule 12.4.

12.4 Exemptions from Competitive Bidding: Forfeited property may be disposed of without competitive bidding under any of the following conditions:

12.4.1 The Contracting Officer determines that a commercially reasonable sale may be made without competitive bidding. (See §10(e)(B) of the Forfeiture Act)

12.4.2 The property would be exempt from competitive bidding under any exemptions listed under Rule 6 entitled "Surplus Property." Before forfeited property shall qualify under any exemption in this section, it shall be certified as surplus as required in Rule 6.3.

12.5 Procedures for Disposal of Property that is Exempt from Bidding. Forfeited property exempt from competitive bidding may be sold or otherwise disposed of by any of the methods specified in Rule 6.4.

12.6 Conditions of Disposal of Property. Any sale or disposal of forfeited property whether by competitive bidding or otherwise shall be subject to the following conditions:

12.6.1 No public employee shall use forfeited property for personal use while The City owns such property.

12.6.2 Forfeited property shall not be sold to any public employee, except through public auction.

12.6.3 No warranty or guarantee shall be made as to the condition of any item offered for sale or disposal. All forfeited property shall be offered for sale or disposal "as is and where is," without any recourse against seller or transferor.

12.6.4 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.

12.7 Documentation of Disposition; Transfer of Title:

12.7.1 The Contracting Officer 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 rule.

12.7.2 The Contracting Officer shall submit an annual written report to the governing body on all sales, decisions to retain, transfer or other disposition of forfeited property under this rule. The reports submitted by the Contracting Officer shall be filed in the City records.