

BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT BOARD OF DIRECTORS MEETING

Wednesday, February 25, 2026

4:15 PM

Conference Call No. 1-(669)900-6833 ID: 813 0726 4620 Passcode: 508754

<https://us06web.zoom.us/j/81307264620?pwd=FyK5jHhKAXubVMCD2eFGMaRTHh6bPr.1>

ORDER	AGENDA	TYPE
A.	CALL TO ORDER - Chairperson	
B.	PLEDGE OF ALLEGIANCE	
C.	INTRODUCTION OF GUESTS	
D.	PUBLIC COMMENT: Members of the Public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. Comments are limited to three (3) minutes per person.	
E.	HUMAN COORDINATED PLAN STATUS UPDATE	Information
F.	CONSENT AGENDA All item(s) listed below are considered to be routine by the Board and will be enacted by one motion. Request approval - Board of Directors Meeting Minutes for January 2026. Approval - Budget Statement for January 2026.	Action
G.	OLD BUSINESS None	
H.	ACTION ITEMS	
	(1.) General Manager's Report	Information
	(2.) Approval to reschedule the March 25h 2026 Board of Directors Meetings to April 1st 2026.	Action
	(3.) Approval to adopt the Public Records Retention and Disposal Policy.	Action

- (4.) Approval to adopt the Procurement Policy. **Action**
- (5.) Approval to adopt the Asset Management Policy. **Action**
- (6.) GM Attendance of FTA Drug and Alcohol Program National Conference & Training. **Action**

I. NEW BUSINESS - Discussion Only Items

J. ADJOURNMENT

This meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling Basin Transit Service at 541-883-2877.

**BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING**

January 28th, 2026

The regular meeting of the Basin Transit Service Board of Directors held in person and by video conference (Zoom) at 1130 Adams Street, Klamath Falls, Oregon following public notice in accordance with ORS 192.620.

MEMBERS' PRESENT:

Eric Noble
Sandra Fox
Craig Fleck
Perry Andrews
Nora Foster
Karen Bailey

ABSENT:

Edwin Tuhy

STAFF PRESENT:

Name: Benjamin Mendes	Title: Driver
Name: Mike Stinson	Title: Grant Manager
Name: Athena Kingery	Title: Accountant
Name: Craig Johnston	Title: Operations Manager
Name: Michelle Carpenter	Title: Finance Manager
Theresa O'Connor	Title: HR Manager

GUEST PRESENT:

Miranda Barrus

A. Call To Order – Erik Noble (Chair)

Roll call/announcement of quorum at 4:20 PM

B. Pledge of Allegiance

C. Public Comment – None See below

Miranda Barrus talked and the Human Coordinator Plan. She gave updates on these topics.

Project Update

Round 1 Public Outreach Key Findings

Draft Tech Memo #3: Needs and Opportunities

Next Steps & Open Discussion

Miranda had a lot of information about the plan; the board had no questions or concerns at this time.

D. GENERAL MANAGER'S REPORT

Mr. Mateos talked about Basin Connect North Will start March 2, 2026.

Improving Organization pre and post trips done, Emergency Action Plan completed, Compliance Review received.

Mr. Mateos talked about leading people. Increase in discipline due to distracted driving cell phone use. HR Supervisor training in progress. Handed out the climate survey. Audit in progress.

We introduced the board in using tablets to assess the BOD packet rather than have paper form most are in favor of that.

E. CONSENT AGENDA

All item(s) listed below are considered to be routine by the Board and will be enacted by one motion.

Approval – Board of Directors Meeting Minutes for December 2025

Other (list): _____

Motion: Perry Andrews moved, seconded: Nora Foster, for the Board of Directors consent agenda items listed above.

Absent: Edwin Tuhy

Nays: None ✓

Yea: Erik Noble, Sandra Fox, Craig Fleck, Perry Andrews, Nora Foster, Karen Bailey

Passed: Unanimously Other: _____

H. Action Items

1. Budget

Motion: Perry Andrews , Second Nora Foster

Nays: None _____

Yea: Erik Noble, Sandra Fox, Craig Fleck, Perry Andrews, Nora Foster, Karen Bailey

Passed: Unanimously Other: _____

Notes: _____

I. New Business - None See below

J. Executive Session - None Yes

ORS authority (if applicable): _____

Entered at: __:__ (AM/PM) | Exited at: __:__ (AM/PM)

Summary/Action (if any): _____

K. Adjournment

The Board having no further business, Erik Noble adjourned the meeting at 4:51 PM

Recording Secretary for Session:

Crystal Entriiken

Basin Transit Service Transportation District

Bank Balance Report as of January 2026

	Jan 31, 2026	Jan 31, 2025
Checking General -Columbia Bank	\$ 340,461.84	\$ 154,888.50
Checking Taxes-Columbia Bank	\$ -	\$ 8,918.53
Money Market-Columbia Bank	\$ 220,613.95	\$ 4,123,513.84
Petty Cash	\$ 125.00	\$ 125.00
Certificate of Deposits-Columbia Bank	\$ 182,265.07	\$ 321,702.88
LGIP Accounts		
LGIP Operations	\$ 1,689,484.95	\$ -
LGIP STIF Payroll In District	\$ 1,624,539.74	\$ -
LGIP STIF Population Out of District	\$ 247,198.35	\$ -
LGIP STIF Population In District	\$ 297,253.14	\$ -
LGIP Capital Reserve	\$ 220,533.87	\$ -
LGIP STIF Payroll Out of District	\$ 757,549.62	\$ -
Total LGIP Balance	\$ 4,836,559.67	\$ -
	Total Current Assets	
	\$ 5,580,025.53	\$ 4,609,148.75
LGIP Interest Earned January 2026	\$ 17,707.06	
Total YTD LGIP Interest Earned FYE 2026	\$ 114,074.29	

**Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026**

Summary of Revenues and Expenses

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Revenues</u>					
Begin Balance - General Fund	0	1,652,552	100.00	1,652,552	0
Local Tax Revenues	31,000	1,557,425	97.44	1,598,296	(40,871)
State Revenues	257,284	803,752	34.43	2,334,503	(1,530,751)
Federal Revenues	0	653,902	46.35	1,410,796	(756,894)
Fare Revenues	10,945	55,195	57.17	96,550	(41,355)
Other Local Revenues	6,209	41,350	439.89	9,400	31,950
	<hr/>	<hr/>		<hr/>	<hr/>
Total Revenues	305,438	4,764,176	67.08	7,102,097	(2,337,921)
<u>Expenses</u>					
Personnel Services	228,760	1,469,364	59.66	2,462,800	(993,436)
Materials & Services	232,484	877,727	48.19	1,821,314	(943,587)
Capital Expenditures	5,000	269,101	29.62	908,594	(639,493)
Capital Res Trans from GF	0	0	0.00	75,000	(75,000)
Contingency - GF	0	0	0.00	75,000	(75,000)
Reserve Future Exp - GF	0	0	0.00	0	0
Unappr. Fund Balance - GF	0	0	0.00	0	0
	<hr/>	<hr/>		<hr/>	<hr/>
Total Expenses	466,244	2,616,192	50.38	5,192,708	(2,576,516)
Over (Under)	(160,806)	2,147,984	112.50	1,909,389	238,595

**Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026**

Revenues - General Fund

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Beginning Balance</u>					
Begin Balance - General Fund	0	1,652,552	100.00	1,652,552	0
Total Beginning Balance	0	1,652,552	100.00	1,652,552	0
<u>Local Tax Revenues</u>					
Tax Collected / YR Levied	28,339	1,527,794	98.17	1,556,346	(28,552)
Previous Levied Tax	2,661	28,973	72.43	40,000	(11,027)
Heavy Equipment Rental Tax	0	658	33.74	1,950	(1,292)
Total Local Tax Revenues	31,000	1,557,425	97.44	1,598,296	(40,871)
<u>State Revenues</u>					
STIF Payroll Revenue	246,989	481,142	29.61	1,625,048	(1,143,906)
STIF Population Revenue	10,295	39,302	12.39	317,113	(277,811)
STIF Discretionary Revenue	0	169,342	100.00	169,342	0
Rural Veterans Grants	0	20,801	54.74	38,000	(17,199)
Public Transit Assistance	0	93,165	50.36	185,000	(91,835)
Total State Revenues	257,284	803,752	34.43	2,334,503	(1,530,751)
<u>Federal Revenues</u>					
5304 Planning Grant	0	0	0.00	40,000	(40,000)
5310 Formula Grant	0	126,045	27.48	458,607	(332,562)
5311 Formula Grant	0	492,001	67.98	723,754	(231,753)
5339 Federal Grant	0	35,856	19.03	188,435	(152,579)
Total Federal Revenues	0	653,902	46.35	1,410,796	(756,894)

**Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026**

Revenues - General Fund

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Fare Revenue</u>					
Fixed Route Fares	8,284	39,570	52.69	75,097	(35,527)
Organizational Fares	0	4,350	0.00	0	4,350
Basin Lift Fares	2,661	11,275	52.56	21,453	(10,178)
Total Fare Revenue	10,945	55,195	57.17	96,550	(41,355)
<u>Other Local Revenues</u>					
Misc Income	34	5,152	206.08	2,500	2,652
Interest Income	6,175	30,915	7,728.75	400	30,515
Insurance Claims	0	0	0.00	5,000	(5,000)
Travel & Training Reimb.	0	0	0.00	1,500	(1,500)
Refund Revenue	0	5,283	0.00	0	5,283
Total Other Local Revenues	6,209	41,350	439.89	9,400	31,950
Total Revenues	305,438	4,764,176	67.08	7,102,097	(2,337,921)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

Personnel Services

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Wages</u>					
Wages - Admin	35,500	205,111	56.59	362,424	(157,313)
Wages- Operations	96,067	691,514	62.48	1,106,790	(415,276)
Wages - Maintenance	30,380	185,300	69.92	265,003	(79,703)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Wages	161,947	1,081,925	62.39	1,734,217	(652,292)
<u>Benefits</u>					
Misc Payroll Expense	0	204	0.00	0	204
Workman's Comp Expense	38	25,012	58.46	42,783	(17,771)
Medicare Taxes Expense	2,332	15,541	61.80	25,146	(9,605)
OR Unemployment Insurance	3,100	13,599	57.66	23,585	(9,986)
Disability/Accident/Life Exp.	1,589	7,758	70.79	10,959	(3,201)
Paid Leave Oregon Exp	643	4,287	61.80	6,937	(2,650)
Medical & Dental Insurance	45,124	225,806	51.15	441,417	(215,611)
Employer Retirement Exp	4,014	28,780	40.98	70,235	(41,455)
FICA Tax	9,973	66,452	61.80	107,521	(41,069)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Benefits	66,813	387,439	53.18	728,583	(341,144)
Total Wages & Benefits	228,760	1,469,364	59.66	2,462,800	(993,436)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

Materials & Services

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Administration - General Fund</u>					
Utilities Expense	2,588	15,726	43.38	36,250	(20,524)
Telephone Expense	2,614	15,189	42.25	35,950	(20,761)
Internet & Email Expense	634	1,054	30.11	3,500	(2,446)
Print & Duplication Expense	1,103	8,911	69.89	12,750	(3,839)
Public Information Expense	50	2,436	35.82	6,800	(4,364)
Legal Advertising Expense	0	0	0.00	3,500	(3,500)
Travel & Meals Expense	1,026	4,098	157.62	2,600	1,498
Legal Expense	330	14,831	57.04	26,000	(11,169)
Finance Expense	49,505	102,445	64.03	160,000	(57,555)
Personnel Expense	725	18,959	51.94	36,500	(17,541)
Employee Events	0	2,438	32.51	7,500	(5,062)
Membership Dues Exp	0	9,666	72.40	13,350	(3,684)
Bank Fees	567	2,957	51.88	5,700	(2,743)
Interest & Penalties	0	86	0.00	0	86
Election Expense	0	0	0.00	3,500	(3,500)
Computer & Software Expense	4,144	28,442	100.50	28,300	142
Publications & Subscriptions	0	1,092	288.89	378	714
Postage & Shipping	0	75	4.69	1,600	(1,525)
Employee Recognition	0	697	17.43	4,000	(3,303)
Office Supplies Expense	1,243	8,842	48.32	18,300	(9,458)
Office Equipment	1,253	7,666	0.00	0	7,666
	<hr/>	<hr/>		<hr/>	<hr/>
Total Administration - General Fund	65,782	245,610	60.42	406,478	(160,868)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

Materials & Services

<u>Operations - General Fund</u>	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<i>General Operations</i>					
Facilities & Veh Insurance Exp	98,319	99,365	56.62	175,500	(76,135)
Training Exp	0	1,527	12.47	12,250	(10,723)
Clothing & Gear Exp	175	14,683	79.96	18,364	(3,681)
Safety Supplies Exp	253	1,025	16.02	6,400	(5,375)
Other Contract Services Exp	2,856	78,937	119.24	66,200	12,737
Other Material & Supplies Exp	(1)	53	0.42	12,548	(12,495)
	<hr/>	<hr/>		<hr/>	<hr/>
Total General Operations	101,602	195,590	67.15	291,262	(95,672)
<i>Facilities Maintenance</i>					
Radio Maint Exp	0	0	0.00	3,500	(3,500)
Cleaning Supplies Exp	602	2,172	59.51	3,650	(1,478)
Building & Grounds Maint Exp	16,130	31,732	86.35	36,750	(5,018)
Equipment Maint. Exp.	264	1,780	22.25	8,000	(6,220)
Bus Stop / Shelter Exp	0	1,892	53.52	3,535	(1,643)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Facilities Maintenance	16,996	37,576	67.78	55,435	(17,859)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

Materials & Services

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<i>Vehicle Maintenance - Fix Route</i>					
FR Parts & Components Exp	4,153	38,952	86.56	45,000	(6,048)
FR Fuel Exp	9,295	79,334	61.32	129,373	(50,039)
FR Oil Lube Antifreeze Exp	835	3,823	69.51	5,500	(1,677)
FR Tire & Wheel Exp	1,343	15,163	82.59	18,360	(3,197)
FR Vendor Exp	0	1,442	6.55	22,000	(20,558)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Vehicle Maint - Fix Route	15,626	138,714	62.99	220,233	(81,519)
<i>Vehicle Maintenance - Basin Lift</i>					
BL Parts & Components Exp	752	7,613	54.63	13,936	(6,323)
BL Fuel Exp	3,666	28,912	68.79	42,030	(13,118)
BL Oil Lube Antifreeze Exp	0	72	13.33	540	(468)
BL Tire & Wheel Exp	1,252	4,957	110.16	4,500	457
BL Vendor Exp	0	428	5.71	7,500	(7,072)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Vehicle Maint - Basin Lift	5,670	41,982	61.28	68,506	(26,524)
<i>Maintenance Tools & Supplies</i>					
Shop Supplies Exp	890	5,668	0.00	0	5,668
Tools & Equipment Exp	248	7,905	79.05	10,000	(2,095)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Maint. Tools & Sup	1,138	13,573	135.73	10,000	3,573
Total Operations - General Fund	141,032	427,435	66.22	645,436	(218,001)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

Materials & Services

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Operations - Grants</u>					
<i>5310 Projects</i>					
Contract Services - Dem Resp	21,622	151,354	53.24	284,270	(132,916)
Mobility Mgt. Materials & Ser	80	4,676	46.76	10,000	(5,324)
	<hr/>	<hr/>		<hr/>	<hr/>
Total 5310 Projects	21,702	156,030	53.02	294,270	(138,240)
<i>Facilities Projects</i>					
Facilities Major Maintenance	0	0	0.00	98,000	(98,000)
Engineering Exp	0	0	0.00	25,000	(25,000)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Facilities Projects	0	0	0.00	123,000	(123,000)
Vehicle Major Maintenance					
Vehicle Major Maintenance	0	0	0.00	50,000	(50,000)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Vehicle Major Maint	0	0	0.00	50,000	(50,000)
<i>Operations Projects (Point to Point)</i>					
Basin Connect - South	201	10,698	9.30	115,044	(104,346)
Basin Connect - North	440	874	1.53	57,086	(56,212)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Operations Projects	641	11,572	6.72	172,130	(160,558)
<i>Plannning Projects</i>					
Planning Expense	14,797	29,079	29.08	100,000	(70,921)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Planning Projects	14,797	29,079	29.08	100,000	(70,921)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

Materials & Services

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<i>Veterans Projects</i>					
Veterans Mat & Svcs Exp	0	19,470	64.90	30,000	(10,530)
Total Veterans Projects	0	19,470	64.90	30,000	(10,530)
Total Operations - Grants	37,140	216,151	28.09	769,400	(553,249)
Total Materials & Services	243,954	889,196	48.82	1,821,314	(932,118)

**Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026**

Capital Expenditures

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Capital Categories</u>					
Motorized Vehicle Expense	5,000	225,790	35.53	635,538	(409,748)
Shop Equipment Expense	0	2,731	0.00	0	2,731
PC & Comm. Equip. Expense	0	3,746	0.00	0	3,746
Bus Stop & Shelter Expense	0	35,992	15.44	233,056	(197,064)
Land & Building Expense	0	960	2.40	40,000	(39,040)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Capital Expenditures	5,000	269,219	29.63	908,594	(639,375)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

STIF Revenue Funds

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Revenues</u>					
STIF ID - Payroll Beg Balance	0	1,593,053	85.24	1,868,967	(275,914)
STIF ID Payroll Interest	6,135	45,767	143.65	31,861	13,906
STIF ID Payroll Revenue	201,715	579,901	74.23	781,214	(201,313)
Total STIF ID Payroll Rev	207,850	2,218,721	82.73	2,682,042	(463,321)
STIF OD - Payroll Beg Balance	0	467,022	70.44	662,974	(195,952)
STIF OD Payroll Interest	2,685	19,154	205.07	9,340	9,814
STIF OD Payroll Revenue	42,492	122,159	76.09	160,546	(38,387)
Total STIF OD Payroll Rev	45,177	608,335	73.04	832,860	(224,525)
STIF ID - Pop Beg Balance	0	275,914	0.00	0	275,914
STIF ID Pop Interest	1,065	7,600	137.73	5,518	2,082
STIF ID Pop Revenue	29,126	86,940	80.61	107,849	(20,909)
Total STIF ID Pop Rev	30,191	370,454	326.77	113,367	257,087
STIF OD - Pop Beg Balance	0	195,952	0.00	0	195,952
STIF OD Pop Interest	871	5,978	152.54	3,919	2,059
STIF OD Pop Revenue	22,388	66,826	80.60	82,914	(16,088)
Total STIF OD Pop Rev	23,259	268,756	309.51	86,833	181,923
Total STIF Revenues	306,477	3,466,266	93.30	3,715,102	(248,836)

Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026

STIF Revenue Funds

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Expenses</u>					
STIF ID PR Trans Other Agencie	0	0	0.00	0	0
STIF OD PR Trans Other Agencie	0	0	0.00	0	0
STIF ID Pop Trans Other Agenci	0	0	0.00	22,653	(22,653)
STIF OD Pop Trans Other Agenci	0	0	0.00	0	0
Total Funds to Other Agencies	0	0	0.00	22,653	(22,653)
STIF ID Payroll Trans to GF	237,354	461,156	34.93	1,320,247	(859,091)
STIF OD Payroll Trans to GF	9,635	20,340	6.67	304,801	(284,461)
STIF ID Pop Trans to GF	10,295	39,346	21.01	187,270	(147,924)
STIF OD Pop Trans to GF	0	0	0.00	129,843	(129,843)
Total Funds to GF	257,284	520,842	26.82	1,942,161	(1,421,319)
STIF ID PR Res Fut Expenditure	0	0	0.00	1,063,228	(1,063,228)
STIF OD PR Res Fut Expenditure	0	0	0.00	332,107	(332,107)
STIF ID Pop Res Fut Expenditur	0	0	0.00	202,011	(202,011)
STIF OD Pop Res Fut Expenditur	0	0	0.00	152,942	(152,942)
Total Reserve for Fut Expediture	0	0	0.00	1,750,288	(1,750,288)
Total Expenses	(257,284)	(520,842)	14.02	(3,715,102)	3,194,260

**Basin Transit Service Transp. District
Klamath Falls, Oregon
For the Seven Months Ending January 31, 2026**

Capital Reserve

	Current Month	Year to Date	% of Budget	Fiscal Budget	Over (Under)
<u>Revenues</u>					
Beg. Balance - Capital Reserve	0	396,836	100.00	396,836	0
Capital Res Interest	792	5,181	64.40	8,045	(2,864)
Capital Res Trans from GF	0	0	0.00	75,000	(75,000)
	<hr/>	<hr/>		<hr/>	<hr/>
Total Revenues	792	402,017	83.77	479,881	(77,864)
<u>Expenses</u>					
Reserve for Future Exp	0	0	0.00	(479,881)	479,881
	<hr/>	<hr/>		<hr/>	<hr/>
Total Expenses	0	0	0.00	(479,881)	479,881
Total Capital Reserve	792	402,017	0.00	0	402,017



Board OF Directors Meeting

February 2026





INFORMATION

Public Comment



CONSENT AGENDA

All item(s) listed below are considered to be routine by the Board and will be enacted by one motion. Request approval - Board of Directors Meeting Minutes for January 2026 and Budget Statement for January 2026.



General Managers Report

***Basin Transit Service Major Projects Status
Update***



AUDIT STATUS UPDATE
MICHELLE CARPENTER – Finance Manager

AUDIT STATUS UPDATE

***Audit in final stage.
Presentation scheduled for
April's Board of Directors
meeting.***





BASIN CONNECT NORTH

CRYSTAL ENTRIKEN – Mobility Coordinator



ABOUT BASIN CONNECT

Basin Connect North is an On Demand Public Transportation Service. Passengers need to call the day before to schedule the ride Monday – Thursday. Must call on Friday for Monday ride. All rides are from a Basin Connect stop.

BASIN CONNECT FARE

Your fare is funded by the State Transportation Improvement Fund.

ACCESSIBILITY

BASIN CONNECT buses are wheelchair accessible and meet ADA specifications. ADA lifts accommodate up to 800 lbs. of gross weight. Wheelchairs must be secured to the vehicle with a four-point tie down system.

Any questions, please call us at

541-883-2877



Basin Connect North



1130 ADAMS STREET
KLAMATH FALLS, OR
541-883-2877
basintransit.com

BY BASIN TRANSIT SERVICE
TRANSPORTATION DISTRICT



BUS SCHEDULE

CLOSURES

New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

RIDER RULES

Use, sale, or distribution of tobacco, alcohol, controlled substances, or drugs is prohibited on the bus.

Firearms and hazardous material may not be brought on board.

Drivers have the right to refuse service in accordance with policy and ADA regulations to individuals that are drunk/intoxicated/under the influence, use profanity or are unruly.

Only qualified service animals are allowed.

Passengers must remain seated while the bus is moving and until it comes to a full stop.

Passengers must load their own baggage.

Limit of four (4) grocery bags per passenger, or a 2x2x3 feet space.

Service may be interrupted during hazardous weather conditions

Riders must be on time.

Monday - Wednesday			Tuesday - Thursday		
Stop Location	Arrive	Depart	Stop Location	Arrive	Depart
Beaver Marsh @ Mailboxes		8:00 AM	Chemult @ Amtrak Platform		8:00 AM
Chemult @ Amtrak Platform	8:15 AM	8:20 AM	Crescent Lake JCT	8:25 AM	8:30 AM
Crescent @ Post Office	8:40 AM	8:45 AM	Crescent @ Post Office	9:00 AM	9:05 AM
Gilchrist @ Old Movie Theater	8:50 AM	8:55 AM	Gilchrist @ Old Movie Theater	9:10 AM	9:15 AM
La Pine @ CET Bus Stop #30	9:15 AM	9:20 AM	La Pine @ CET Bus Stop #30	9:25 AM	9:30 AM
Bend @ Main Transfer Station	9:56 AM	10:11 AM	Bend @ Main Transfer Station	10:06 AM	10:16 AM
Bend @ Main Transfer Station		10:11 AM	Bend @ Main Transfer Station		10:16 AM
La Pine @ CET Bus Stop #30	10:47 AM	10:52 AM	La Pine @ CET Bus Stop #30	10:46 AM	10:51 AM
Gilchrist @ Old Movie Theater	11:12 AM	11:17 AM	Gilchrist @ Old Movie Theater	11:06 AM	11:11 AM
Crescent @ Post Office	11:22 AM	11:27 AM	Crescent @ Post Office	11:16 AM	11:21 AM
Chemult @ Amtrak Platform	11:47 AM	11:52 AM	Crescent Lake JCT	11:46 AM	11:51 AM
Beaver Marsh @ Mailboxes	12:07 PM		Chemult @ Amtrak Platform	12:16 PM	12:46 PM
Beaver Marsh @ Mailboxes		12:37 PM	Chemult @ Amtrak Platform		12:46 PM
Chemult @ Amtrak Platform	12:52 PM	12:57 PM	Crescent Lake JCT	1:16 PM	1:21 PM
Crescent @ Post Office	1:17 PM	1:22 PM	Crescent @ Post Office	1:46 PM	1:51 PM
Gilchrist @ Old Movie Theater	1:27 PM	1:22 PM	Gilchrist @ Old Movie Theater	1:56 PM	2:01 PM
La Pine @ CET Bus Stop #30	1:52 PM	1:57 PM	La Pine @ CET Bus Stop #30	2:11 PM	2:16 PM
Bend @ Main Transfer Station	2:33 PM	2:48 PM	Bend @ Main Transfer Station	2:52 PM	3:02 PM
Bend @ Main Transfer Station		2:48 PM	Bend @ Main Transfer Station		3:02 PM
La Pine @ CET Bus Stop #30	3:24 PM	3:29 PM	La Pine @ CET Bus Stop #30	3:32 PM	3:37 PM
Gilchrist @ Old Movie Theater	3:49 PM	3:54 PM	Gilchrist @ Old Movie Theater	3:52 PM	3:57 PM
Crescent @ Post Office	3:59 PM	4:04 PM	Crescent @ Post Office	4:02 PM	4:07 PM
Chemult @ Amtrak Platform	4:24 PM	4:09 PM	Crescent Lake JCT	4:32 PM	4:37 PM
Beaver Marsh @ Mailboxes	4:44 PM	END	Chemult @ Amtrak Platform	5:02 AM	END



BEAVER MARSH



CHEMULT





CRESCENT LAKE JUNCTION



CRESCENT





GILCHRIST

LA PINE & BEND



CLIMATE SURVEY REPORT

THERESA O'CONNOR – Human Resources Manager



BTS 2026 Employee Climate Survey

Highlights

February 2026

Basin Transit Service Employee Survey

January 2026



Executive Summary

Basin Transit Service – 2026 Employee Survey Results

Organizational Climate

Survey responses indicate a stable and generally positive workplace environment. Employees frequently describe BTS as a long-term career rather than a temporary job. Many report strong loyalty to the organization and pride in serving the community.

Retention indicators are strong. When asked whether they would leave for a \$2/hour wage increase with equal benefits, most respondents said no. Reasons cited include workplace culture, job security, growth opportunities, and appreciation for leadership support. A significant number of employees intend to remain until retirement.

Leadership & Communication

Daily operational communication tools are viewed favorably:

- The 9-line morning meeting is widely considered beneficial for alignment and updates.
- The electronic scheduling board is regarded as clearer, more efficient, and safer than previous systems.

However, some employees report:

- Operational changes occurring too frequently.
- A need for greater consistency in communication and expectations.
- Desire for uniform enforcement of policies across all staff.

Workplace Environment

Employees report a strong sense of teamwork and mutual support. Supervisory backing is frequently mentioned as a motivator. Pride in work quality, defensive driving skills, and community impact are recurring themes.

The survey included questions regarding discrimination, harassment, and confidence in leadership response. While detailed data is not reflected in narrative comments, responses suggest awareness of conduct standards and an expectation that concerns will be addressed.

Basin Transit Service Employee Survey

January 2026



appropriately. Some feedback indicates bullying concerns should be addressed promptly and consistently.

Operational & Training Feedback

- Employees generally express confidence in fleet condition and operational tools.
- CDL training and advancement opportunities are viewed positively.
- Some respondents requested additional training and continued professional development opportunities.
- Suggestions were made regarding community awareness of transit laws and minor operational enhancements.

Overall Assessment

The survey reflects a workforce that is largely engaged, loyal, and mission-driven. Cultural stability and retention intent are clear strengths.

Primary themes for Board awareness include:

1. Strong retention outlook
2. Positive team culture
3. Effective daily communication tools
4. Need for greater consistency in messaging and policy enforcement
5. Continued investment in training and development

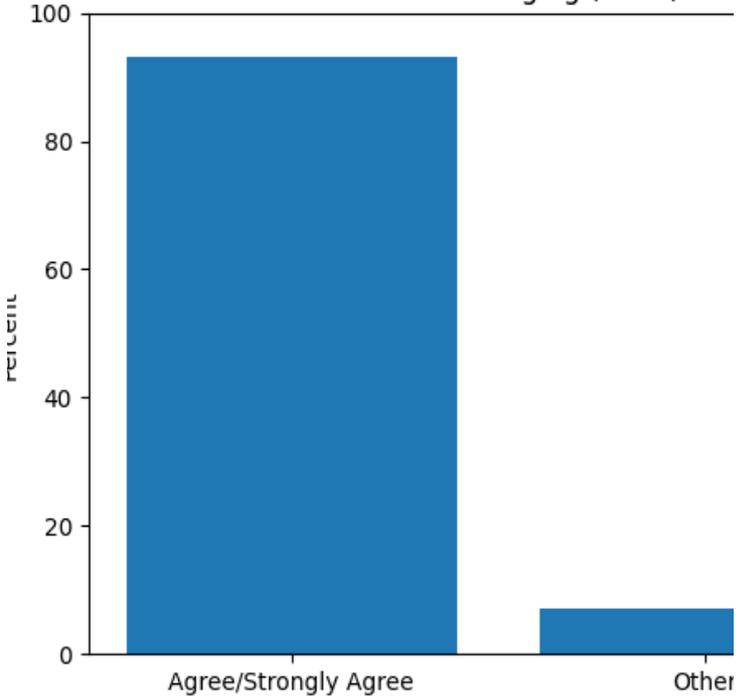
Overall, the results point to a stable organization with targeted opportunities for refinement rather than structural concern.

Strong Retention & Loyalty

- 87% would NOT leave for \$2/hour increase
- Many plan to stay until retirement
- Employees describe BTS as a career, not a job



Sense of Belonging (2026)



Positive Culture & Belonging

- Strong teamwork and supervisory support
- Pride in service and defensive driving
- High sense of belonging

Operational Confidence

- High confidence in fleet and tools
- 9-line meeting widely valued
- Electronic scheduling board seen as safer & clearer





Targeted Improvement Areas

- Communication consistency
 - Uniform policy enforcement
 - Manage pace of operational changes
 - Address bullying promptly and consistently
 - Expand training & development opportunities



Takeaways

- Organizational climate is stable and healthy
 - Retention outlook is strong
 - Culture is mission-driven and team-oriented
 - Opportunities are refinement-focused, not structural
 - Continued investment in people will sustain momentum

Basin Transit Service Employee Survey

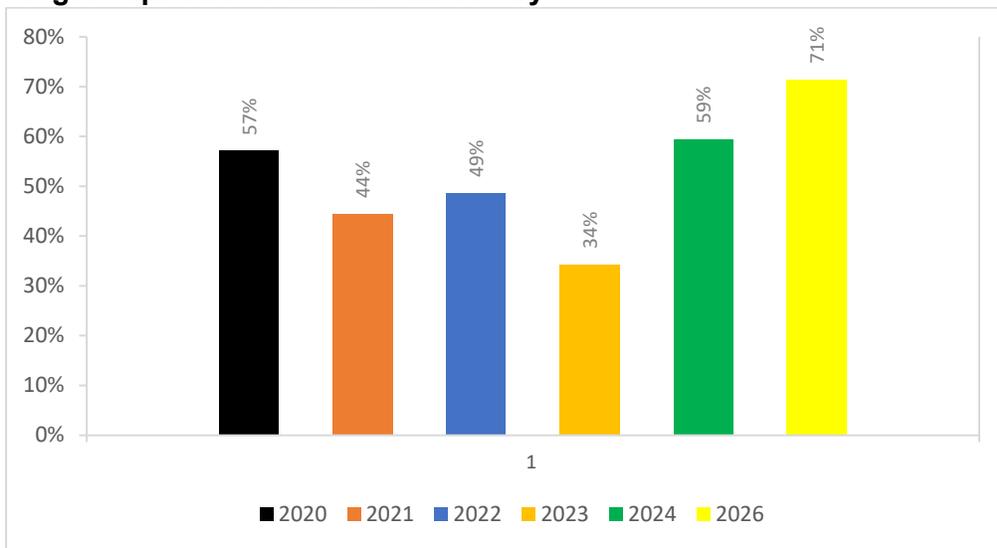
January 2026



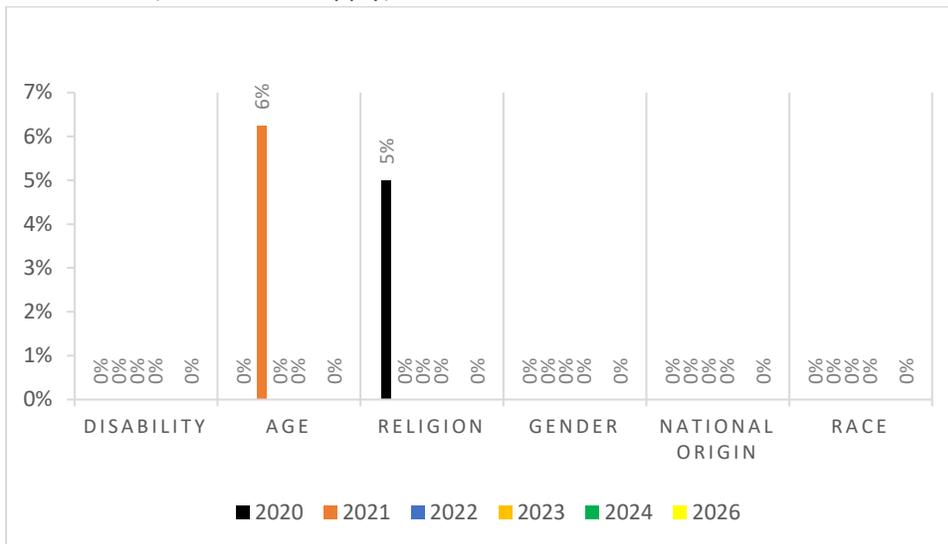
The purpose of this survey is to identify the general BTS climate and our level of job satisfaction. In addition to the Compliance Review, our input on this survey will guide strategic planning and organizational change and enable “us” to address workforce and organizational needs. “Us” does not refer to management only, but to entire BTS staff as a team.

All comments are copied verbatim where possible.

Target Population that returned survey



1. Within the past twelve months, I have personally experienced an incident of discrimination at BTS (Mark all that apply):

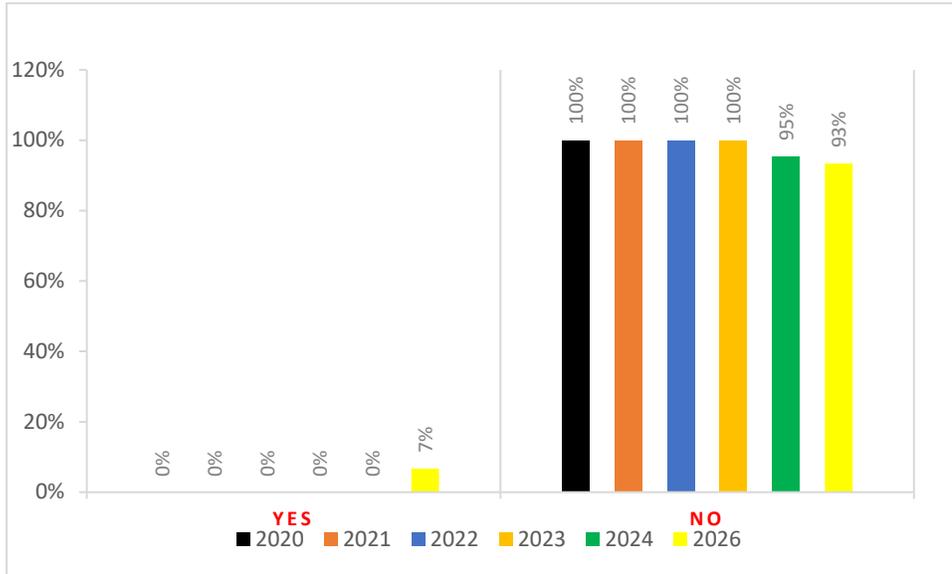


Basin Transit Service Employee Survey

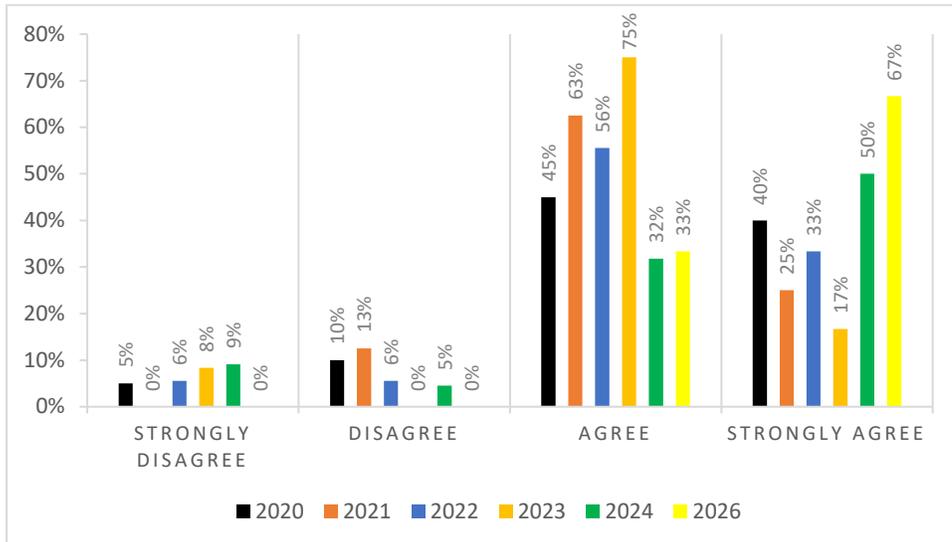
January 2026



2. Within the past 24 months, I have not personally experienced an incident of sexual harassment at BTS:



3. I have confidence that BTS leadership will address discrimination or sexual harassment in the workplace if I report it:

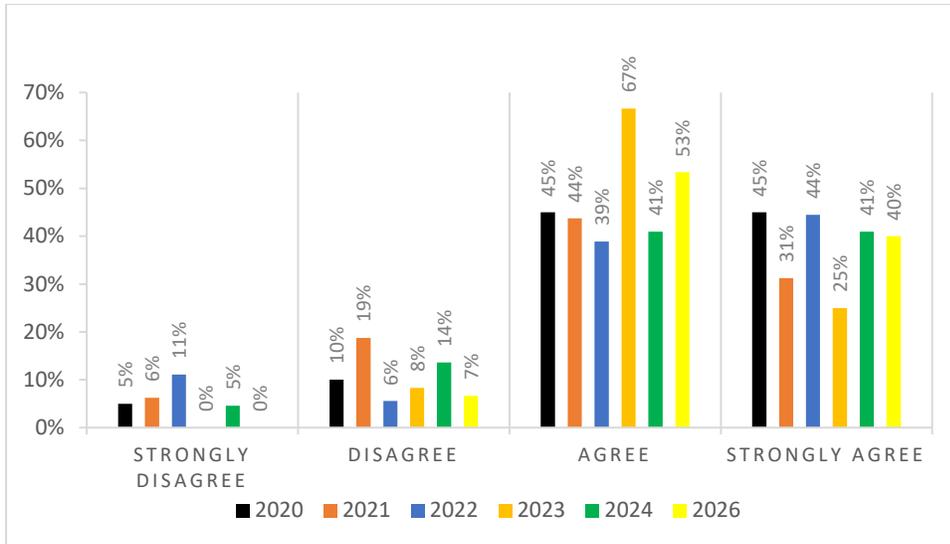


Basin Transit Service Employee Survey

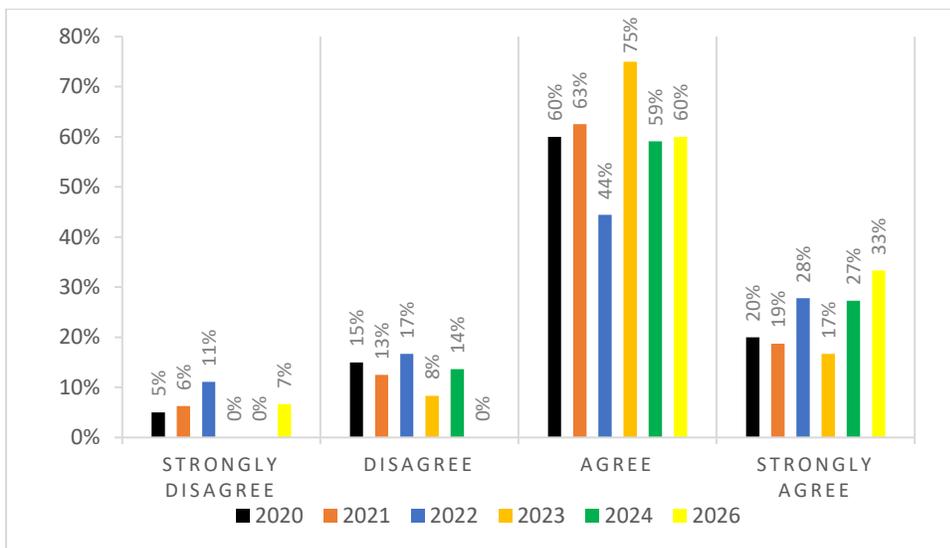
January 2026



4. I feel a strong sense of belonging to BTS.



5. I trust that BTS leadership will provide me with timely and effective feedback.

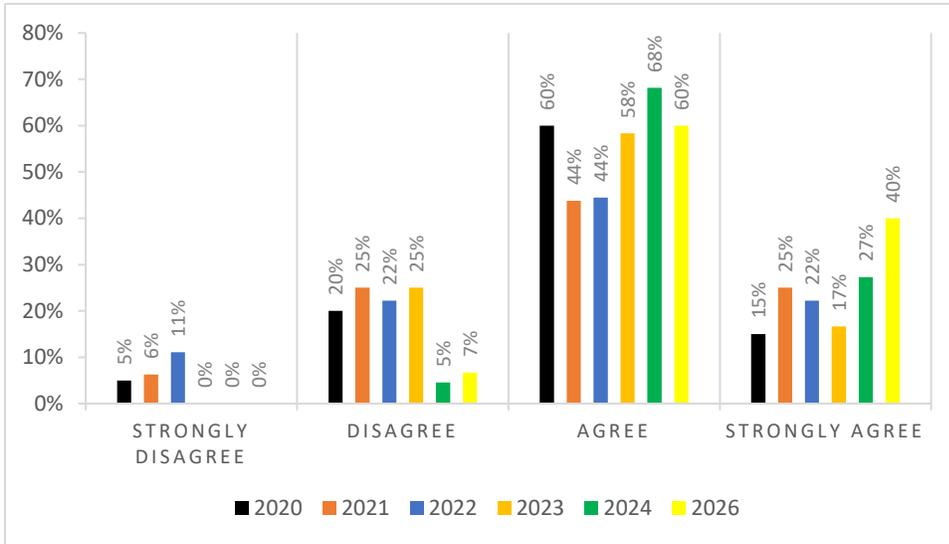


Basin Transit Service Employee Survey

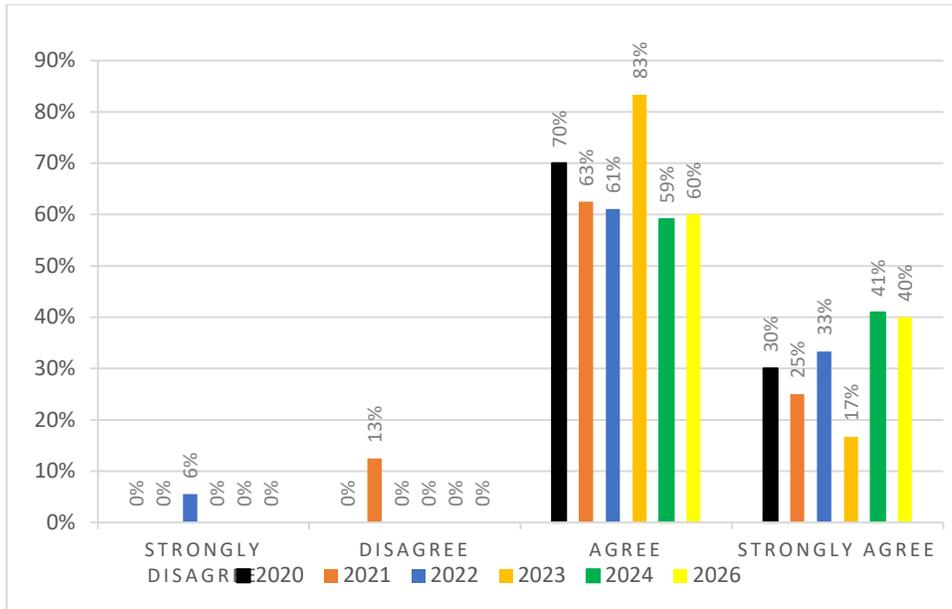
January 2026



6. Leadership effectively communicates its objectives and current relevant events within BTS



7. BTS provides the tools and equipment necessary to safely do my job.

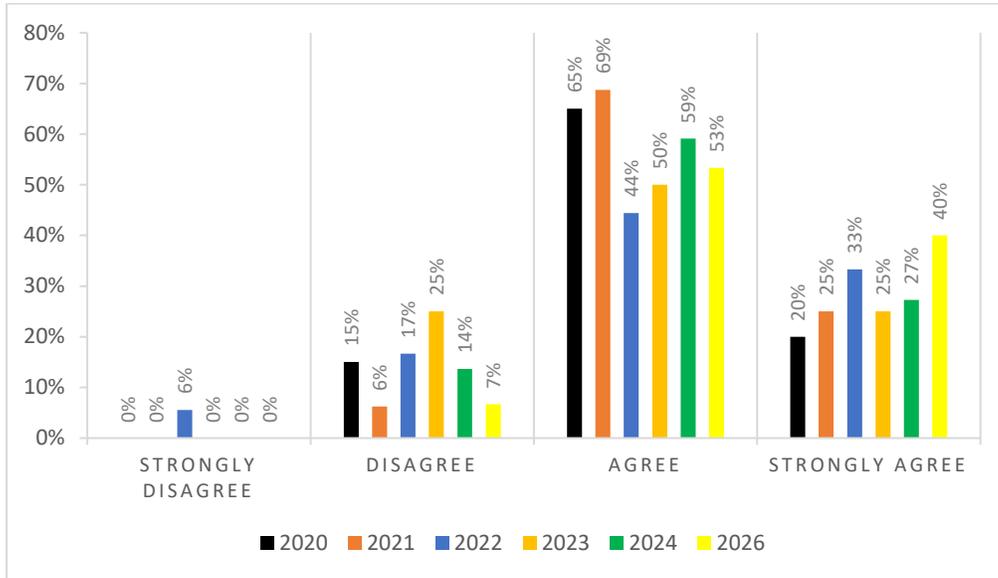


Basin Transit Service Employee Survey

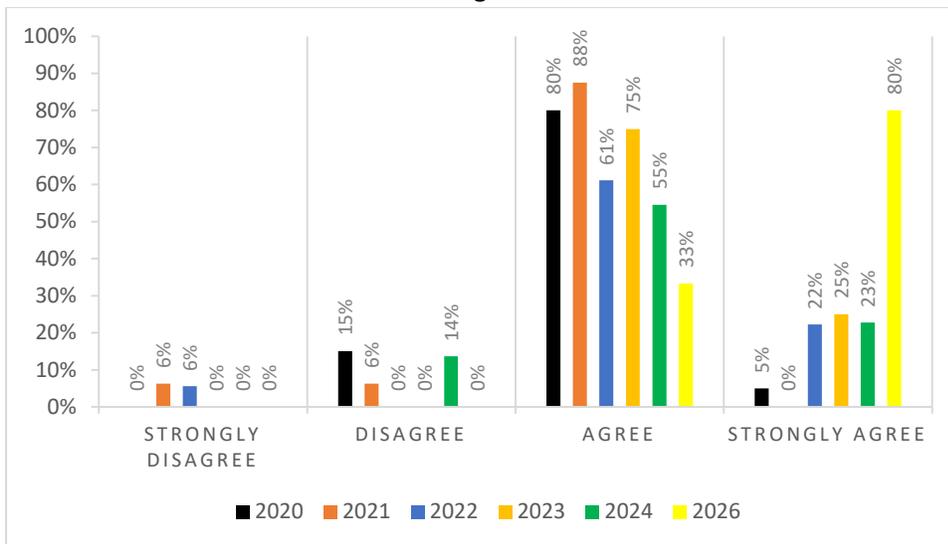
January 2026



8. BTS provides relevant training that increases my job proficiency.



9. I have confidence in the working order of the fleet that I drive

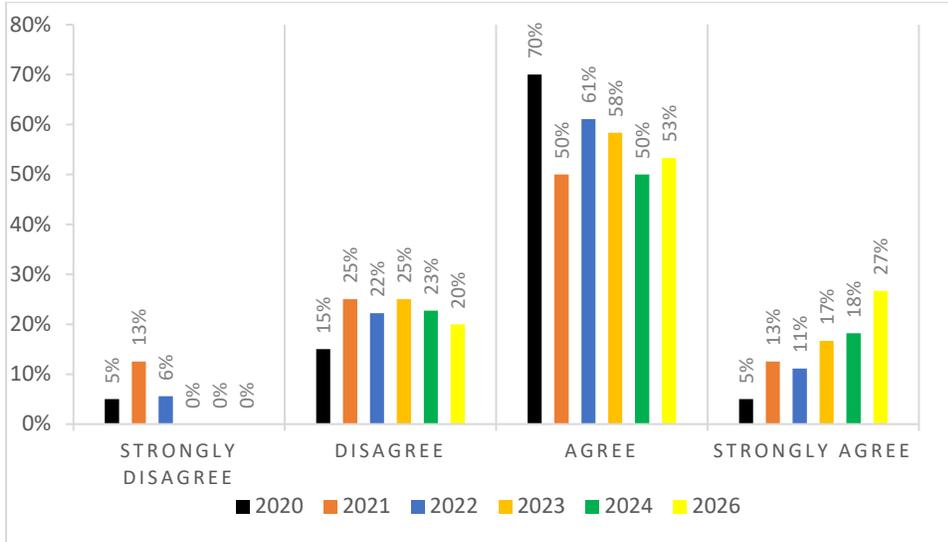


Basin Transit Service Employee Survey

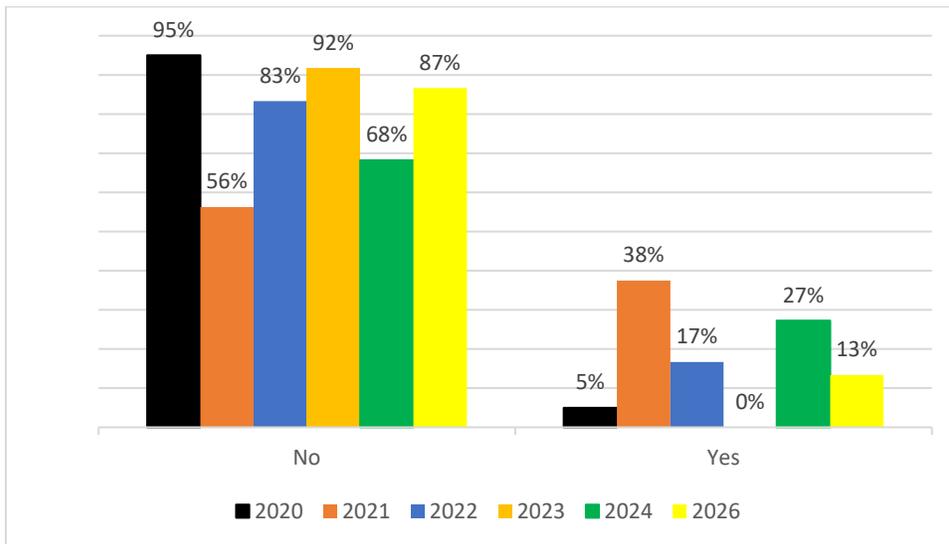
January 2026



10. Members trust and support each other



11. If another employer offered me 2 dollars per hour with same benefits, I would leave right away





TECHNOLOGY IMPLEMENTATION UPDATE

CRAIG JOHNSTON – Operations Manager

Basin Transit Service + Swiftly

BTS ALL STAFF
PRESENTATION





Agenda

- Product review
- Q&A and next steps

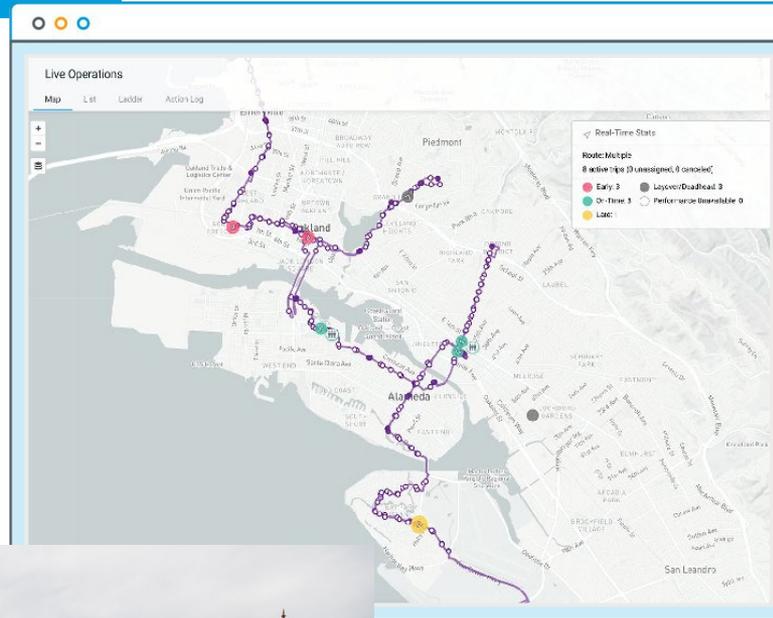


What is it?

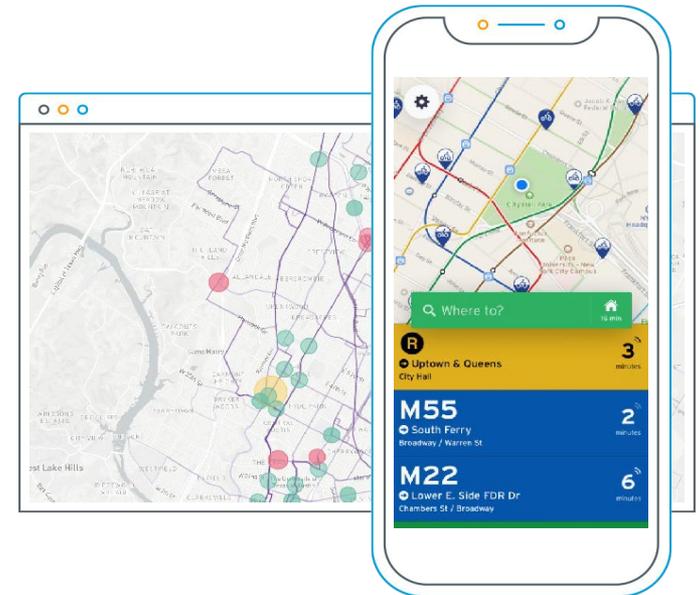


Live Operations

→ Get an up-to-the-second picture of early or late vehicles



Real-Time Passenger Predictions

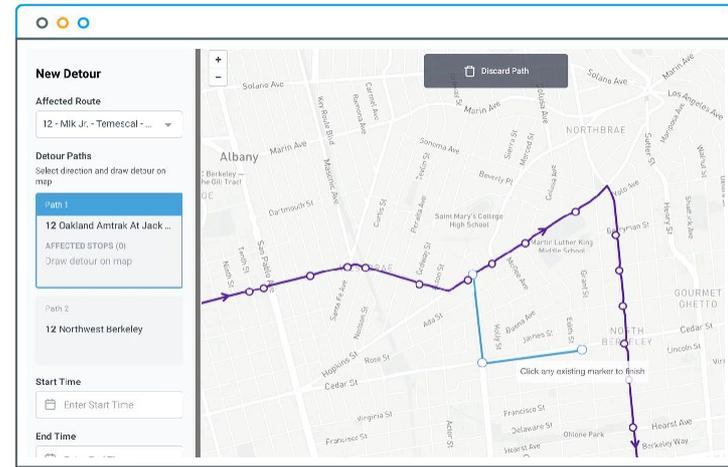


- Use historical and real-time data to provide your agency with the industry's most accurate real-time passenger information

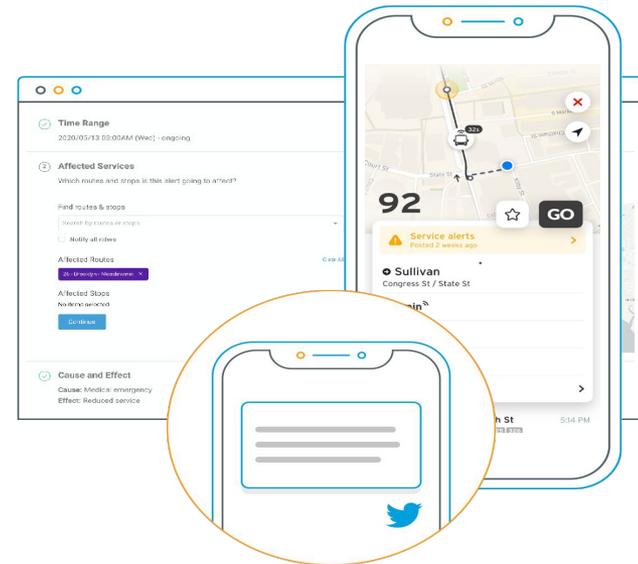
Service Adjustments

Change service dynamically, and seamlessly inform operators and passengers

- Create detours, cancel service, and add trips
- Improve passenger predictions
- Seamlessly notify operators
- Log, report on, and inform all staff of changes



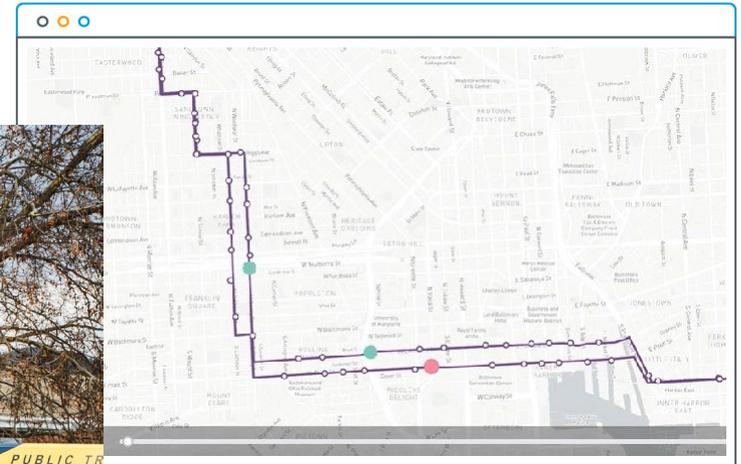
Rider Alerts



- Share important information with passengers wherever they are—instantly
- Give visibility into service interruptions to all internal staff

GPS Playback

→ Solve issues like—"My bus never showed up," and "I lost an item, but I'm not sure which bus"—in minutes



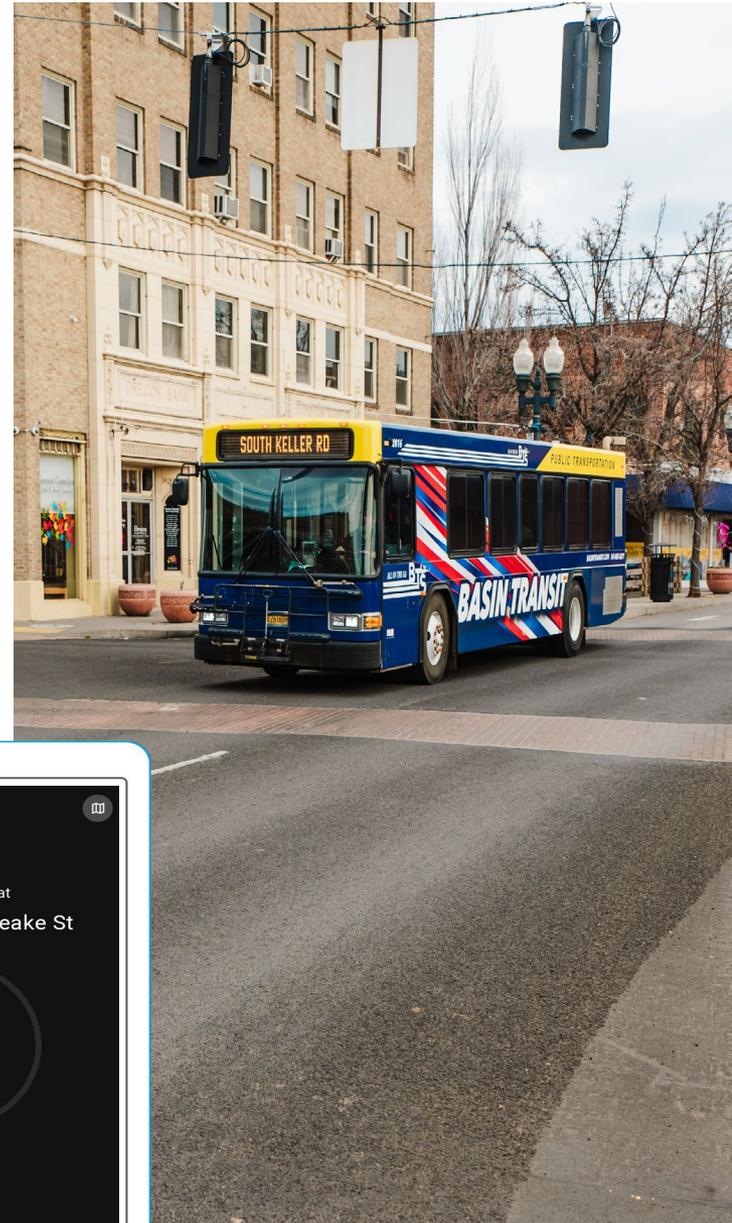
On-Time Performance

- Instantly see on-time performance metrics for any route in your network
- Identify which routes, trips, and stops impact on-time performance most



Onboard App

- Real-time performance feedback and communication for operators on commodity devices
- Manage headways proactively, maintain schedule adherence, and mitigate early stop departures
- Digitally count and report passengers and fare types



**Q&A
and
next
steps**



Testing

- April 2026
- I ML & I Feeder Test





BUS WRAP INSTALL – PROJECT COMPLETION REPORT
DRAKE HARTINGER– OIT Intern



Feet Wrap

Installation Project

About BTS



About The Project

Basin Transit Service

Senior Center



x 14



x 7

Time Frame: November 2025 to March 2026

Stakeholders

Lead Agency

Partnership

Funding



Installation Contractor



Logistics



Challenges





SOUTH SUBURBS

2016

ALL ON THE GO **BtS**

PUBLIC TRANSPORTATION

ALL ON THE GO **BtS**

BASIN TRANSIT

BASINTRANSIT.COM 541-885-2077

16-03

16-03

PUBLIC TRANSPORTATION

BASIN LIFT

WAD SWAN THE BIG
94.9 93.3 98.6

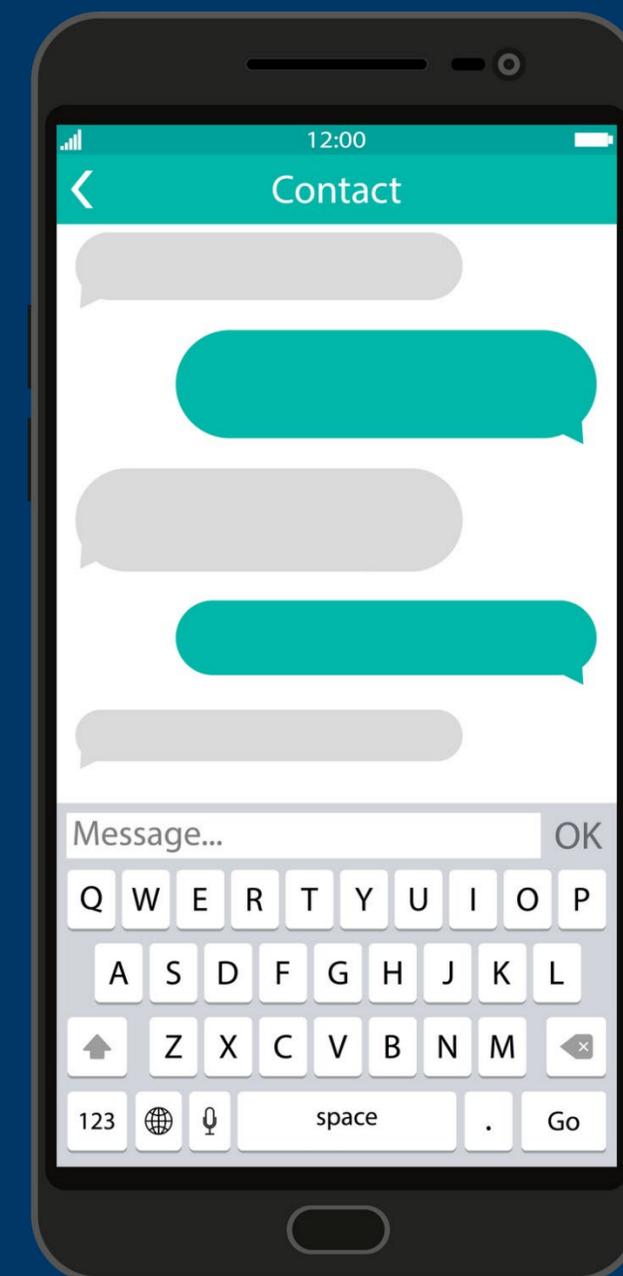
AmerTitle

TRUSTED MEDICAL

Wine • Cheese

ONE WAY

How Resolved



Lessons Learned



Final Thanks



All on the go **BTS**







CLOSING MESSAGE
Adrian Mateos – General Manager



2 MARCH 2026

- ***BC North Launch***
- ***Veterans on the Go Medford resumes***
- ***HCP Last PAC Meeting – 1030***
- ***HCP Community Meeting – 1730***
- ***Swap of fleet vehicle for wrap***



ACTION ITEM

Approval to reschedule the March 25h 2026 Board of Directors Meetings to April 1st 2026 to align with Human Coordinated Plan adoption presentation and resolve schedule conflicts.



ACTION ITEM

Approval to adopt the Public Records Retention and Disposal Policy in accordance with the 2025 Compliance Review Finding.



ACTION ITEM

Approval to adopt the Procurement Policy in accordance with the 2025 Compliance Review Finding.



ACTION ITEM

***Approval to adopt the Asset Management Policy
in accordance with FYE 2022 Audit Finding.***



ACTION ITEM

***Approval for the GM's Attendance of FTA Drug
and Alcohol Program National Conference &
Training.***



NEW BUSINESS



**BOARD OF DIRECTORS MEETING
FEBRUARY 2026**

**SECTION 5: PUBLIC RECORDS, RECORDS RETENTION, AND DISPOSAL
TABLE OF CONTENTS**

		<u>Page</u>
POLICY 5.1:	PUBLIC RECORDS	
5.1.1	Compliance	2
5.1.2	Fees for Public Records	2
5.1.3	Authorization Required for Removal of Original Records	3
5.1.4	On-Site Review of Original Records DS	3
5.1.5	Unauthorized Alteration, Removal or Destruction of Originals	4
POLICY 5.2	RECORDS RETENTION AND DISPOSAL	
5.2.1	Purpose	4
5.2.2	Policy	4
5.2.3	Administration	4
5.2.4	Suspension of Record Disposal in the Event of Litigation, Claims, or Audits	5
APPENDIX – A	Administrative Records	6
APPENDIX – B	Counsel Records	11
APPENDIX – C	Financial Records	12
APPENDIX – D	Information System Records	16
APPENDIX – E	Payroll Records	18
APPENDIX – F	Personnel Records	19
APPENDIX – G	Property and Facilities Management Records	22
APPENDIX – H	Risk Management Records	24

Policy 5.1 - PUBLIC RECORDS

5.1.1 Compliance

The district shall fully comply with the Oregon Public Records Law, ORS 192.410-192.505.

1. **Specificity of Request:** In order to facilitate the public's access to records in the district's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written requests for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter and such other detail as may be necessary to enable District personnel to readily locate the records sought.
2. **Access:** The district shall permit inspection and examination of its non-exempt public records during regular business hours in the District's offices, or such other locations as the District Manager may reasonably designate from time to time.

Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.440(2).

When a request is submitted in writing, the district must respond within five business days acknowledging the receipt of the request. You then have an additional 10 business days to fulfill the request or issue a written response estimating how long fulfillment will take. The district is not subject to this response timeframe if it is awaiting a response from the requester seeking clarification of the inquiry or if the requester has not agreed to pay for the records, provided that the cost is \$25 or more. Other considerations that apply are:

- Complicated requests
- Large volume of requests
- Requests involving documents not readily available or if the necessary staff are unavailable to fulfill the request

5.1.2 Fees for Public Records

Fees must be limited to no more than \$25.00 unless the requestor is provided with a written notification of the estimated amount of the fee and the requestor confirms that he/she wants the public body to proceed.

In order to recover its costs for responding to public records requests, the following fee schedule is adopted by the District:

1. Copies of Public Records; Certified Copies: Copies of public records shall be \$0.50 cents per copy for standard, letter size copies. Copies shall be certified for an additional charge of \$20.00.
2. Copies of Sound Recordings: Copies of sound recordings of meetings shall be \$5.00 per copy.
3. Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.
4. Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records prior to their review or release for copying, the minimum fee shall be \$20.00 hour and additional charges shall be in ¼ hour increments. The District shall estimate the total amount of time required to respond to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.
5. Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District's normal operation, the District may impose such additional charges as are necessary to reimburse the District for its actual costs of producing the records.
6. Reduced Fee or Free Copies: Whenever it determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the Board or General Manager may so authorize. ORS 192.440(4).

5.1.3 Authorization Required for Removal of Original Records

At no time shall an original record of the District be removed from the District's files or the place at which the record is regularly maintained, except upon authorization of the Board of Directors or Manager of the District.

On-Site Review of Original Records

If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance in accordance with the Fees for Public Records section, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records.

5.1.4 Unauthorized Alteration, Removal or Destruction of Records

If any person attempts to alter, remove or destroy any District record, the District representative shall immediately terminate such person's review, and notify the attorney for the District.

Policy 5.2 - RECORD RETENTION AND DISPOSAL

5.2.1 Purpose

The purpose of this Policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by Basin Transit Service Transportation District or are of no value are discarded at the proper time. This Policy is also for the purpose of aiding employees of Basin Transit Service Transportation District in understanding their obligations in retaining electronic documents - including e-mail, Web files, text files, sound and video files, PDF documents, and all Microsoft 365 or other formatted files.

5.2.2 Policy

This Policy represents the Basin Transit Service Transportation District's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

5.2.3 Administration

List below are the Appendix A through H for Records Retention and Disposal as follows:

- Appendix A – Administrative Records
- Appendix B – Counsel Records
- Appendix C – Financial Records
- Appendix D – Information Systems Records
- Appendix E – Payroll Records
- Appendix F – Personnel Records
- Appendix G – Property and Facilities
- Appendix H – Risk Management Records

The Records Retention and Disposal Schedule that is approved is the initial maintenance, retention and disposal schedule for physical records of Basin Transit Service Transportation District and the retention and disposal of electronic documents. The General Manager or their delegated is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The General Manager is authorized to: make modifications to the Record Retention and Destruction Schedule as necessary to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for Basin Transit Service Transportation District; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

5.2.4 Suspension of Record Disposal in Event of Litigation, Claims or Audit

In the event Basin Transit Service Transportation District has claims, audit, is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation concerning Basin Transit Service Transportation District or the commencement of any litigation against or concerning Basin Transit Service Transportation District, such employee shall inform the General Manager and any further disposal of documents shall be suspended until such time as the General Manager, with the advice of counsel, has determine all litigation, claims, or audits have been resolved and final action has been taken. The General Manager shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

This Policy applies to all physical records generated in the course of Basin Transit Service Transportation District's operation, including both original documents and reproductions. It also applies to the electronic documents described above. This Policy was approved by the Board of Directors of Basin Transit Service Transportation District on February 25, 2026.

Section 5.2: Public Records, Retention, and Disposal

Appendix - A

Administrative Records

- (1) **Activity Reports:** Series documents activities and accomplishments of the agency on a monthly or annual basis. Records may include employee/volunteer activity reports and building activity reports. SEE ALSO: Grant Records for reports documenting activities directly related to projects funded by grants. **Minimum retention: (a) Annual reports and monthly reports for years in which no annual report exists, permanent; (b) All other reports, 2 years.**
- (2) **Advertising and Promotion Records (Non-State Fair):** Series documents preparatory and promotional materials, advertising campaigns, marketing initiatives, and public relations efforts. Records may include event programs and schedules, passes, newsletters, paste-ups, drawings, copies of ads, photographs, slides, video and sound recordings, story scripts, posters, brochures, flyers, and related documentation. **Minimum retention: 2 years.**
- (3) **Audit Records, Internal:** Series documents the examination of the agency's fiscal condition, internal control, and compliance policies and procedures. Records may also document performance or other financially related audits by agency or contracted auditors. Records may include audit reports, reports in lieu of audit, comments, and related documentation. SEE ALSO: Audit Reports, External. **Minimum retention: 10 years.**
- (4) **Billing Rate Establishment Records:** Series documents the establishment or modification of fees for services charged by the agency, not specified elsewhere in the schedule. SEE ALSO: Accounts Receivable Records; and Fee Records for records documenting the collection of fees. Minimum retention: 3 years after fee superseded or obsolete.
- (5) **Civic Awards:** Series documents awards presented by the agency to honor volunteers or other individuals for civic contributions. Records may include award nominations, award certificates, presentation or ceremony records and visual media, lists of past recipients, and related documentation. **Minimum retention: 6 years.**
- (6) **Conference, Seminar, and Training Program Records:** Series documents the design and presentation of training programs and events offered or sponsored by the agency, including conferences, conventions, seminars, training classes, workshops, and similar gatherings. Records may include class descriptions, instructor certifications, planning documentation, instructional materials, course outlines, class enrollment and attendance records, and related documentation. SEE ALSO: Employee Personnel Records for individual employee training records. **Minimum retention: (a) Class enrollment and attendance records, 2 years; (b) All other records, 5 years.**
- (7) **Contract, Lease, and Agreement Records:** Series documents the negotiation, execution, completion, and termination of legal agreements between one or more agencies and/or other parties. Records may include the official contracts, leases, intergovernmental or interagency agreements, state agency coordination agreements, data sharing agreements, franchise agreements, amendments, exhibits, addenda, legal records, contract review records, and related documentation. Records do not include property records. **Minimum retention: (a) Records documenting building construction, alterations, or repair, 10 years after substantial completion [as defined by ORS 12.135]; (b) All other records, 6 years after expiration.**
- (8) **Correspondence Records:** Series documents communications sent and received by agency personnel which relate to the work of that agency. Records may include letters, memoranda, and electronic communications such as email, instant/direct messages, text messages, and social media. Retention is based on content of communications, not format. Communications pertaining to agency business sent or received on private accounts or devices are considered public records and are subject to retention requirements. Agencies may either retain with associated records per this General Schedule or retain per role-based groupings using methods approved by the State Archives. Communications used only to send copies of documents or duplicate information, conveying short-term logistical data or instructions,

or relating to personal matters are not considered Public Records per ORS 192.005 and may be disposed of when no longer needed.

- (9) **Customer Accommodation Eligibility Records:** Series documents applications to determine eligibility for fee waivers, reductions, or other accommodations for customers of agency-run services. Records may include Americans with Disabilities Act (ADA) accommodation requests, and income-based or other accommodation program applications. **Minimum retention: 6 years after termination of service or participation of customer in program.**
- (10) **Emergency Operations and Management Plans Records:** Series documents the development, implementation, and updating of agency emergency operations and management plans, as required by the federal government as part of a Comprehensive Cooperative Agreement (CCA). Records may include adopted plans, notes, outlines, and related documentation. SEE ALSO: Emergency Response Plans and Procedures Records. **Minimum retention: (a) Adopted plans, until superseded or obsolete; (b) All other records, 3 years after annual or final expenditure report submitted.**
- (11) **Emergency Response Plans and Procedures Records:** Series documents the development, testing, implementation, and updating of agency plans and procedures for operations during and following emergency or disaster. Records may include disaster preparedness and business resumption plans, procedures to follow in response to specific situations, and related documentation. SEE ALSO: Emergency Operations and Management Plans Records; and Emergency and Disaster Incident Records. **Minimum retention: Until superseded or obsolete.**
- (12) **Forms Development Records:** Series documents the development of new or revised forms used by an agency. Records may include sample forms, revisions, form logs/listings, proposals, authorizations, and illustrations. **Minimum retention: Until superseded or obsolete.**
- (13) **Internal Policies and Procedures:** Series documents written instructions, manuals, rules, and guidelines on current and past practices for personnel, and other procedures. SEE ALSO: Engineering Project Technical Records; and Safety Program Records. **Minimum retention: (a) Enacted policies or procedures, 2 years after superseded or obsolete; (b) Policy development and planning records, 1 year after final document produced.**
- (14) **Legislative Tracking Records:** Series documents records monitoring federal or state legislation affecting the agency. Records may include copies of bills, reports, position papers, impact statements, meeting notes, and related documentation. **Minimum retention: 4 years.**
- (15) **Lobbyist Records:** Series documents lobbyist and lobbyist employer activities. Records may include expenditure reports, registration statements, termination records, guidelines, and related documentation. **Minimum retention: (a) Expenditure reports, 4 years; (b) All other records, 5 years after last reported lobbyist activity.**
- (16) **Mailing Lists:** Series documents lists compiled to facilitate billing, community outreach, and other functions of the agency. **Minimum retention: Until superseded or obsolete.**
- (17) **Meeting Records, Governing Body:** Series documents the proceedings of any regularly scheduled, special, executive session, or emergency meeting of any governing body, as described in Oregon's Public Meetings Law (ORS 192.610 to 192.705), including boards, commissions, advisory councils, task forces, and similar groups. Records may include minutes, agendas, exhibits, resolutions, staff reports, indexes, meeting packets, petitions, notes taken by members of the governing body during the meeting, audio and video recordings, and related documentation. SEE ALSO: Meeting Records, Staff; and Board of Commissioners or County Court Meeting Records. **Minimum retention: (a) Minutes (except executive session minutes), agendas, resolutions, packets, indexes, and exhibits (not retained permanently elsewhere in agency records), permanent; (b) Executive session minutes, 10 years; (c) Audio and video recordings, 1 year after minutes approved, if no minutes approved recordings are treated as minutes; (d) All other records and exhibits not pertinent to minutes, 5 years.**
- (18) **Meeting Records, Staff:** Series documents meetings within the agency which are not subject to Oregon's Public Meetings Law (ORS 192.610 to 192.705). Records may include minutes, notes, virtual meeting chats, reports, and related documentation. **Minimum retention: Until no longer needed.**

- (19) **Notary Public Journals:** Series documents notarial transactions completed by a notary public employed by a government agency. Agencies may retain journals by agreement with the notary public after their separation from agency employment. Records may include notary journal and agreement. Agencies retaining notary public journals without notary agreements should consult their legal counsel and/or the Secretary of State, Corporation Division for retention instruction. **Minimum retention: 10 years after last notarial act.**
- (20) **Ordinance Records:** Series documents legislative action of a Board of Commissioners, County Court, or special district to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct, or condition authorized by Oregon Revised Statutes. **Minimum retention: Permanent.**
- (21) **Organizational Records:** Series documents the arrangement and administrative structure of an agency. Records may include charts, statements, and studies related to the administrative hierarchy, including determination of the merit and feasibility of reorganization. **Minimum retention: 2 years after superseded or obsolete.**
- (22) **Permit and License Records, Agency-Issued:** Series documents agency review, background investigations, recommendations, and other actions related to permits and licenses issued for various activities. Records may include applications, background investigation reports, permits, licenses, and related documentation. Permit types include those issued for taxi cab drivers, dances, parades, rocket launching, secondhand dealers, alarm system dealers, liquor licenses, keeping livestock, and solicitors. If a specific permitting function is included in another records series under a program or functional area such as public works or public safety in this general schedule, the retention period specified in that program or functional area supersedes the retention period listed in this series. **Minimum retention: 3 years after expiration, revocation, or denial.**
- (23) **Phone Call Recordings:** Series documents routine recording of agency phone calls used for quality assurance and internal training purposes. **Minimum retention: Until no longer needed.**
- (24) **Press Releases:** Series documents the release of prepared statements, announcements, news conference transcripts, and similar records issued to the news media by the agency. Records may include news releases announcing routine events or actions carried out within the scope of existing agency policies. Some releases may merit inclusion in applicable related record series (e.g., Incident Case Files, Fire Investigation Records, etc.). **Minimum retention: 2 years.**
- (25) **Proclamations:** Series documents statements issued by the agency board of commissioners or directors on matters affecting the agency, usually dedications, openings, and other ceremonial occasions. **Minimum retention: (a) Proclamations requested by outside groups or organizations, 1 year; (b) All other proclamations, permanent.**
- (26) **Program Accreditation Records:** Series documents the evaluation, certification, and accreditation of an agency program by a nationally or regionally recognized accrediting organization. Records may include self-evaluation reports, reports sent to accrediting organization, statistical records, evaluation reports, final accreditation reports and certifications, and related documentation. Some records in this series may have historic value. **Minimum retention: Current and one previous accreditation cycle.**
- (27) **Project Management Records:** Series documents administration of formal projects such as physical infrastructure development, technology implementation, and operational improvement. Records may include project charters, team agreements, risk analyses, stakeholder feedback, project budgets and expenditures, technical documentation, progress reports, and related documentation. Note: Records related to project deliverables are filed with work products. **Minimum retention: 10 years after completion or abandonment of project.**
- (28) **Public Notice Records:** Series documents compliance with laws requiring public notice of government activities including assessments, elections, land use changes, public meetings and hearings, sale of property, and others. Records may include public or legal notices, certificates, affidavits of publication, and related documentation. SEE ALSO: Competitive Bid and Competitive Proposal Records; and Voters Pamphlet Records. **Minimum retention: 4 years.**
- (29) **Public Policy Statements and Directives:** Series documents public-facing positions taken by an agency. Records may include administrative and legislative review, analysis of policy, authorizing bulletins and advisories, mission and goal statements, and final documentation. **Minimum retention: Permanent.**

- (30) **Public Records Disclosure Request Records:** Series documents requests to the agency to disclose public records and agency responses to them. Records may include requests for disclosure, request logs, approvals, denials, appeals, District Attorney orders, and related documentation. Note: Copies of records produced in response to requests are not subject to retention requirements and may be disposed of when no longer needed. **Minimum retention: 2 years after last action.**
- (31) **Publications:** Series documents published records produced by or for the agency or any of its departments or programs and made available to the public. Records may include newsletters, pamphlets, brochures, leaflets, reports, studies, proposals, and similar published records. **Minimum retention: (a) Records documenting special events or information with long term value, permanent; (b) All other records, until superseded or obsolete.**
- (32) **Radio System Records:** Series documents an agency's use and maintenance of a radio system. Records may include Federal Communications Commission (FCC) licenses, frequency information, and call sign designations. **Minimum retention: (a) Call sign designations, until superseded or obsolete; (b) FCC licenses, 2 years after expiration; (c) All other records, for the life of the system.**
- (33) **Rental and Loan Records:** Series documents the rental or loan of agency-owned facilities or equipment. Records may include applications, calendars, lists, receipts, and related documentation. **Minimum retention: 3 years.**
- (34) **Reports and Studies:** Series documents special reports or studies conducted on non-fiscal aspects of an agency's programs, services, or projects, compiled by agency personnel, or by consultants under contract that are not noted elsewhere in this schedule. Records may include final report distributed either internally or to other entities and the work papers used to compile the report or study. **Minimum retention: 5 years.**
- (35) **Requests and Complaints:** Series documents complaints or requests concerning a variety of agency responsibilities. Records may include initially received request or complaint, documentation of internal actions taken, and related documentation. Note: If a specific request or complaint is listed in another records series in this general schedule, that retention period supersedes the retention period listed in this series. **Minimum retention: 2 years after last action.**
- (36) **Resolutions:** Series documents formal statements of decisions or expressions of opinions adopted by the agency. SEE ALSO Meeting Records, Governing Body. **Minimum retention: Permanent.**
- (37) **Scheduling Records:** Series documents routine employee scheduling activity. Records may include room scheduling records, work schedules and assignments, and desk calendars. **Minimum retention: 1 year.**
- (38) **Security and Access Records:** Series documents security provided for agency buildings and grounds, including the issuance of keys and keycards to staff to enable access to buildings and sites. Records may include surveillance records, security logs, sign-in sheets, security reports, incident reports, key inventories, key issue forms, key replacement records, key disposal records, and related documentation. SEE ALSO: Alarm Records; Cybersecurity Records; and Video Surveillance Recordings. **Minimum retention: (a) Access and entry logs, 3 years; (b) Other key and keycard records, 2 years after key is turned in; (c) Records documenting individual employee access rights, 6 months after employee separation or access status changed; (d) All other records, 2 years.**
- (39) **Signature Authorization Records:** Series documents the authorization of designated employees to sign official documents. **Minimum retention: 6 years after authorization superseded or expired.**
- (40) **Special District Charters:** Series documents constitution, bylaws, and all amendments to agency charters approved by voters or the State Legislature. Records may include original charter, amendments, and related significant records. **Minimum retention: Permanent.**
- (41) **Special District Codes:** Series documents codified ordinances passed by a special district and provides reference to all laws for both information and enforcement. **Minimum retention: Permanent.**
- (42) **Special Event and Celebration Records:** Series documents agency-sponsored celebrations of special and historic occasions. Records may include studies, planning and promotional records, public attendance and response, major speeches, dedications, publications, reports, and related documentation. SEE ALSO: Special Event Traffic Change Records. **Minimum retention: (a) Records documenting significant aspects of the event, permanent; (b) All other records, 2 years after event.**

- (43) **Strategic Planning Records:** Series documents long-range plans and the development of an agency's mission statement and work objectives. Records may include strategic plans, mission statements, work notes, and related documentation. **Minimum retention: 10 years.**
- (44) **Surveys, Polls, and Questionnaires:** Series documents the measurement of public opinion by or for the agency related to various issues, actions, and concerns. Records may include surveys, polls, questionnaires, summaries, abstracts, and related documentation. **Minimum retention: (a) Summary reports and abstracts, 3 years; (b) All other records, until summary report is completed or 3 years, whichever is sooner.**
- (45) **Video Surveillance Recordings:** Series documents the video monitoring of agency operated or public facilities, structures, roads, parking lots, etc. **Minimum retention: (a) Recordings used as evidence in an ongoing criminal investigation or court proceeding, until case reaches final disposition; (b) Recordings used for internal investigations, until investigation closed; (c) All other recordings, 30 days.**
- (46) **Visitor Logs:** Series documents visitors to agency buildings. **Minimum retention: 1 year.**
- (47) **Waivers of Remonstrance:** Series documents agreements made by private property owners to forgo their rights to remonstrate (oppose/protest) against certain agency actions in exchange for other considerations. **Minimum retention: (a) If waiver has an expiration date, 6 years after expiration date; (b) If waiver carries no expiration date, 6 years after completion of project.**
- (48) **Work Order Records:** Series documents requests and authorizations, according to existing contracts or agreements, for needed services and repairs to agency property and equipment. **Minimum retention: 1 year.**

Appendix - B

Counsel Records

- (1) **Civil and Criminal Case Files:** Series documents civil and criminal cases filed by or against the agency, and prosecution of criminal cases by district attorney's office. Records may include complaints, summons, investigations, citations, law enforcement reports, driving records, subpoenas, motions, pleadings, judgments, and related documentation. SEE ALSO: Liability Claim Records. **Minimum Retention: 10 years after case closed, dismissed, or date of last action.**
- (2) **Dispute Resolution Records:** Series documents personnel disputes resolved through mediation or arbitration instead of pursuing action through the court system. Records may include pleadings, investigation reports, dispositions, and related documentation. SEE ALSO: Personnel Records section. **Minimum retention: 3 years.**
- (3) **Land Use Board of Appeals (LUBA) Case Files:** Series documents land use decisions made by the agency that have been appealed to and reviewed by the Land Use Board of Appeals. Records may include staff reports, land use orders, pleadings, briefs, and related documentation. SEE ALSO: Board of Commissioners or County Court Meeting Records. **Minimum retention: 10 years after final decision.**
- (4) **Legal Opinions:** Series documents opinions and /or interpretations issued by agency counsel to elected officials, bureaus, commissions, other agencies or bodies, and internal departments. **Minimum retention: (a) Formal opinions, permanent; (b) Informal opinions, 10 years.**
- (5) **Tort Claim Records:** Series documents notices given to the agency of potential suits against it, and the agency response to such notices. Note: ORS 30.275 defines limitations and time frames required for tort claims and actions surrounding them. **Minimum retention: 3 years after claim closed.**
- (6) **Victim/Witness Assistance Program Records:** Series documents the administration of victim/witness assistance programs. Records may include reports, activity logs, expense statements, records documenting state action, and related documentation. **Minimum retention: 5 years.**

Appendix - C

Financial Records

- (1) **Accounts Payable Records:** Series documents payment of agency bills for general accounts, excluding grants. Records may include reports, invoices, statements, vouchers, purchase orders, payment authorizations, receipt records, canceled checks or warrants, and related documentation. SEE ALSO: Grant Records. **Minimum retention: 3 years after annual audit report has been completed.**
- (2) **Accounts Receivable Records:** Series documents revenues owed to the agency by vendors, citizens, organizations, governments, and others to be credited to general accounts excluding grants. Records may include reports, receipts, invoices, awards, logs, lists, summaries, statements, and related documentation. SEE ALSO: Grant Records; and Agency Improvement Administrative and Financial Records. **Minimum retention: 3 years after collected or deemed uncollectible.**
- (3) **Agency Improvement Administrative and Financial Records:** Series documents the non-technical and financial administration of county or special district improvements including capital improvements, local improvement districts, urban renewal, and economic improvement districts. Records may include affidavits of posting, notices of proposed assessments, certificates of mailing, interested party letters, bid quotes, reports, awards, expense reports, purchase orders, requisitions, cost analyses, construction and maintenance bonds and insurance, and related documentation. SEE ALSO: Assessment Dockets, Ledgers, and Registers. **Minimum retention: (a) Records of project cost, 3 years after disposal or replacement of facility, structure, or system; (b) All other improvement records, 10 years after substantial completion [as defined by ORS 12.135].**
- (4) **Assessment Balance Reports:** Series documents the status of billings related to assessments for agency improvements. Records may include reports showing account status by tax lot, ordinance, delinquent balances, and other criteria. **Minimum retention: (a) Annual reports or similar cumulative summaries, permanent; (b) All other reports, 3 years.**
- (5) **Assessment Dockets, Ledgers, and Registers:** Series documents payments made by property owners for assessment to finance agency improvements. Records may include property assessments, terms, payment documentation, and related documentation. **Minimum retention: 3 years after final payment.**
- (6) **Asset Inventory Records:** Series documents the capitalized and expendable assets of an agency. Examples of capitalized assets may include buildings, real estate, infrastructure assets, vehicles, equipment, furniture, and information technology. Examples of expendable assets include office supplies and other small office purchases. **Minimum retention: (a) Records of capitalized assets, 3 years after disposal or replacement of asset; (b) Records of expendable assets, 3 years.**
- (7) **Audit Reports, External:** Series documents annual audits of the financial position of the agency conducted by external auditors. Records may include accountant's summary, combined financial statements, schedules, balance sheet details, comments, recommendations, and related documentation. SEE ALSO: Audit Records, Internal. **Minimum retention: Permanent.**
- (8) **Balance Status and Projection Reports:** Series documents the status of funds, bank accounts, investments, and other accountings of agency funds. **Minimum retention: 3 years after annual audit report issued.**
- (9) **Bank Transaction Records:** Series documents the status and transaction activity of agency funds held at banks.
- (10) Records may include account statements, deposit and withdrawal slips, checks, and reconciliation records. SEE ALSO: Grant Records for retention of records documenting grant transactions. **Minimum retention: 3 years after annual audit report issued.**
- (11) **Bond Records:** Series documents actions pertaining to all agency bond issues including foreclosures. Records may include property assessments, registers and receipts, payment schedules, title reports, legal opinions, resolutions, lists of properties to be sold, memoranda, and related documentation. **Minimum retention: (a) Foreclosure records, 3 years after final payment, redemption, sale, or action; (b) Registers and receipts, 3 years after annual audit report issued; (c) All other bond records, 3 years after final payment.**

- (12) **Budget Preparation Records:** Series documents the preparation of department budget requests presented to the specified governing body. Records may include staff reports, budget instructions, worksheets, surveys, allotment reports, spending plans, contingency plans, budget proposals, financial forecasting reports, and related documentation. **Minimum retention: 2 years.**
- (13) **Budgets (Adopted) Records:** Series documents the final annual financial plan approved by a governing body for all agency expenditures. Records may include budget message, financial summaries, revenues and expenditures, operating programs, debt service, position and wage analysis, overhead allocations, organization charts, previous actual and budgeted plans, and related documentation. Note: Special districts may file copies of budgets with county clerk, which is subject to a separate retention. SEE ALSO: Budgets (Taxing Districts). **Minimum retention: Permanent.**
- (14) **Check Conversion Records:** Series documents checks received from customers that are electronically deposited after being imaged and converted to an Automated Clearing House (ACH) transaction or Image Replacement Document (IRD). **Minimum Retention: (a) Original paper instrument, 30 days; (b) ACH transaction or IRD, 3 years.**
- (15) **Competitive Bid and Competitive Proposal Records:** Series documents the publication, evaluation, rejection, and award of quoted bids to vendors and other entities. Records may include requests for proposals (RFPs), requests for qualifications (RFQs), invitations to bid (ITBs), requests for information (RFIs), bid exemption documents, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid specifications, and related documentation. SEE ALSO: Purchasing Records. **Minimum retention: (a) Accepted bids and bid exemptions for construction projects, 10 years after substantial completion [as defined by ORS 12.135]; (b) All other accepted bids and bid exemptions, 6 years after bid awarded or canceled; (c) Rejected bids, 2 years.**
- (16) **Credit and Debit Receipts:** Series documents agency's copy of credit or debit card receipts documenting payment received. **Minimum retention: 3 years.**
- (17) **Financial Impact Analysis Records:** Series documents the financial analysis of various agency practices. Records may include reports, studies, worksheets, and related documentation. **Minimum retention: 3 years.**
- (18) **Financial Reports:** Series contains reports documenting the general financial condition and operation of the agency. **Minimum retention: (a) Annual reports, permanent; (b) All other financial reports, 3 years after annual audit report issued.**
- (19) **General Ledgers:** Series documents the annual summary of accounts reflecting the financial position of the agency. SEE ALSO: Subsidiary Ledgers, Journals, and Registers Records. **Minimum retention: 10 years.**
- (20) **Gift and Contribution Records:** Series documents unconditional gifts and contributions to the agency. SEE ALSO: Contract, Lease, and Agreement Records for conditional gift, contribution, and donation records. **Minimum retention: 3 years.**
- (21) **Grant Records:** Series documents funds received or disbursed by the agency for specific projects. Records may include applications, project proposals, evaluations and recommendations, summaries, budgets, grant agreements, inventories, financial reports, and accounting records. **Minimum retention: (a) Records documenting the purchase or disposal of real property, 10 years after substantial completion [as defined by ORS 12.135], or 3 years after final disposition, or as specified in agreement, whichever is longer; (b) Unsuccessful grant applications, 1 year after rejection or withdrawal; (c) All other grant records, 10 years after final expenditure report approved or as specified in agreement, whichever is longer.**
- (22) **STIF Plan and STIF Discretionary Grant Record Retention:**
(a) Recipients shall maintain all financial records for at least three years after the Agency's final disbursement under the STIF Plan or grant agreement; and
(b) Recipients shall maintain all records relating to Capital Assets for three years after disposition.
- (23) **Federal Record Retention:** The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited

to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: This content is from the eCFR and is authoritative but unofficial.

(a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

(b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

(d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency.

(e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.

(f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:

(1) If submitted for negotiation. When a proposal, plan, or other computation must be submitted to the

Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.

(2) If not submitted for negotiation. When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

- (24) Investment Records:** Series documents and tracks various investments made by the agency. Records may include bank statements documenting investment information, journal entries, confirmations of purchase of U.S. Treasury Bills, confirmations of deposit in local investment pool, deposit slips, memoranda related to specific investments, and related documentation. **Minimum retention: 3 years after investment ends.**
- (25) Petty Cash Fund Records:** Series documents petty cash activity for the agency. Records may include requests and authorizations to establish petty cash funds, ledgers, statements, requests for disbursements, and copies of receipts and invoices. **Minimum retention: 3 years.**
- (26) Purchasing Records:** Series documents orders, authorizations, and evidence of receipt of the purchase of goods and services by the agency. Records may include purchase orders and requests, purchase authorizations, requisitions, and related documentation. SEE ALSO: Competitive Bid and Competitive Proposal Records; and Grant Records. **Minimum retention: 3 years.**
- (27) Revenue Sharing Records:** Series documents evidence of receipt and administration of federal and/or state revenue sharing funds including those from state liquor and cigarette taxes. Records may include transmittals, affidavits of publication, planned and actual use reports, and related documentation. **Minimum retention: 3 years.**
- (28) Subsidiary Ledgers, Journals, and Registers Records:** Series documents details of transactions such as those related to receipts and expenditures on a daily, monthly, quarterly, or similar basis. Records may include journals, ledgers, registers, day books, and other account books that provide backup documentation to the general ledger. SEE ALSO: Grant Records for records documenting transaction of

grant funds. **Minimum retention: (a) Year-end payroll register, 75 years; (b) Trust fund ledgers, 3 years after trust fund closed; (c) All other subsidiary ledgers, journals, and registers, 3 years.**

- (29) Travel Records, Employee:** Series documents requests, authorizations, reimbursements, and other actions related to employee travel. Records may include expense reports and receipts, vouchers, requests, authorizations, and related documentation. **Minimum retention: 3 years.**
- (30) Trust Fund Records:** Series documents bequests to the agency or funds held in trust by the agency for specific parties. Records may include wills or other legal documents, expenditure records, chronologies, resolutions establishing trust funds by the agency, records documenting subject matter approved for purchase, acquisition lists, and related documentation. SEE ALSO: Subsidiary Ledgers, Journals, and Registers Records. **Minimum retention: 3 years after trust fund closed.**
- (31) Unclaimed Property Report Records:** Series documents annual reports submitted to the Oregon State Treasury of financial assets being held for a person or entity that cannot be found. Records may include Holder Report, owner information, and related documentation. Note: Unclaimed property is not real estate, abandoned personal property, or lost and found items. **Minimum Retention: 3 years after the property is remitted to the Oregon State Treasury.**
- (32) Utility Customer Account Records:** Series documents management of accounts of public utility customers. Records include application and disconnection requests, billing and payment records, routine meter reading records, account change records, and related documentation. **Minimum retention: (a) Account change records, 2 years; (b) Security deposit records, 3 years after refund or last action; (c) All other records, 3 years.**
- (33) Vendor Lists:** Series documents vendors providing goods and services to the agency. **Minimum retention: Until superseded or obsolete.**

Appendix - D

Information Systems Records

- (1) **Cybersecurity Records:** Series documents the security of an agency's information systems and network infrastructure. Records may include employee access requests, access authorizations, system access logs, documentation of security incidents and responses, and related documentation. SEE ALSO: Risk Management Records section; Internal Policies and Procedures; and Data Breach Records. **Minimum Retention: (a) System access logs, 3 years, or longer if required by statute or regulation; (b) Cybersecurity incident records related to a data breach, retain per Data Breach series in this section; (c) Cybersecurity incident records not related to a data breach, 5 years after incident resolved; (d) All other cybersecurity records, 3 years after superseded or authorization expired.**
- (2) **Data Breach Records:** Series documents the investigation, assessment, and disclosure notification of breaches in agency computer systems. Records document the response to an unauthorized access to computerized data possibly compromising the security, confidentiality, or integrity of personal information as required by ORS 646A.600 to 646A.628. Records may include documentation of the unauthorized access of the information security system, potentially affected personal information or data elements, incident reports, investigation reports, consultation reports, and disclosure notifications. SEE ALSO: Cybersecurity Records. **Minimum retention: (a) If incident requires notification, 10 years after completion of investigation; (b) If incident does not require notification, 5 years after completion of investigation.**
- (3) **Dataset Inventory Records:** Series documents the location, structure, and use of agency datasets. **Minimum retention: Until superseded or obsolete.**
- (4) **Information System Application Documentation Records:** Series documents the addition, modification, or removal of operating systems, in-house build applications, and other software from agency information systems. Records may include system overviews, operations logs, job listings, instruction manuals, system development logs, system specifications and changes, conversion notes, dataset logs, dataset record layouts, programming logs, program specifications and changes, control program table documentation, and program listings. SEE ALSO: Information System Maintenance Records; Information System Planning and Development Records; and Software Management Records. **Minimum retention: (a) Migration plans, until superseded or obsolete; (b) Routine system-generated metadata and operational logs, until no longer needed; (c) All other records, 1 year after life of system.**
- (5) **Information System Architecture Records:** Series documents the structural design of agency information systems, including interrelationships between data in different systems throughout the agency. Records may include plans, diagrams, and related documentation. SEE ALSO: Dataset Inventory Records; and Information System Planning and Development Records. **Minimum retention: 1 year after superseded or obsolete.**
- (6) **Information System Maintenance Records:** Series documents the maintenance of an agency's computer systems and is used to ensure compliance with any warranties or service contracts, schedule regular maintenance, diagnose system or component problems, document system backup procedure, and migrate information from the former system to a new system. Records may include computer equipment inventories, hardware performance reports, component maintenance records (warranties, maintenance logs, maintenance reports, and related records), system backup reports and procedures, backup tape inventories, and related documentation. **Minimum retention: (a) Records related to system or component repair or service, 1 year after life of system or component; (b) Records documenting system backup procedures, 1 year after superseded or obsolete.**
- (7) **Information System Planning and Development Records:** Series documents the planning and development of agency information systems. Records may include information technology plans, feasibility studies and cost-benefit analyses, agency studies and surveys, system specifications and revisions, software evaluations, component proposals, technical literature, vendor literature and proposals, and related documentation. Note: For records related to administration of project see

Project Management Records. **Minimum retention: (a) Implemented systems, for the life of the system; (b) Unimplemented systems, 3 years.**

- (8) **Information System Wiring Records:** Series documents the wiring of an agency's information system network. Records may include blueprints or diagrams of information system wiring, cables, computer equipment connections, and related documentation. **Minimum retention: Until superseded or obsolete.**
- (9) **Microfilm and Imaging Quality Control Records:** Series documents that microfilm or digital images produced by or for counties and special districts conforms to the specifications required by OAR 166. Records may include microfilmed and digitally imaged records lists, microfilm reel indexes, service bureau transmittals, film inspection reports, methylene blue certifications, camera/processor/duplicator inspection reports, equipment and operator logs, and related documentation. **Minimum retention: (a) Microfilm quality control records, life of documented film; (b) Digital imaging quality control records, until images pass initial quality checks.**
- (10) **Software Management Records:** Series documents the use of software in agency information systems to ensure that agency software packages are compatible, that license and copyright provisions are complied with, and that upgrades are obtained in a timely manner. Records may include software inventories, software licenses, site licenses, and related documentation. SEE ALSO: Work Order Records. **Minimum retention: 1 year after software disposed of or upgraded.**
- (11) **Telecommunications System Management Records:** Series documents the creation, modification, or disposition of agency telecommunications systems. Records may include equipment records, Federal Communications Commission records, system planning records, telecommunications maintenance contracts, telecommunications service and repair orders, and related documentation. SEE ALSO: Work Order Records. **Minimum retention: 1 year after life of system.**
- (12) **User Support Records:** Series documents troubleshooting and problem-solving assistance provided by the agency's information systems personnel to users of the systems (computer, telecommunications, etc.) Records may include assistance requests, resolution records, and related documentation. **Minimum retention: (a) Routine assistance records, until problem resolved; (b) Records with ongoing reference value, until superseded or obsolete.**

Appendix - E

Payroll Records

- (1) **Deduction Authorization Records:** Series documents employee application and authorization for voluntary payroll deductions, direct bank deposits, and related actions. Records may include insurance applications, enrollment cards, deduction authorizations, approval notices, deduction terminations, and related documentation. **Minimum retention: 3 years after superseded, terminated, or employee separates.**
- (2) **Employee Time Records:** Series documents hours worked, leave hours accrued, and leave hours taken by agency employees. SEE ALSO: Leave Applications; and Grant Records. **Minimum retention: 4 years.**
- (3) **Federal and State Tax Records:** Series documents records, in addition to those itemized in this section, used to report the collection, distribution, deposit, and transmittal of federal and state income taxes as well as social security tax. Examples include the federal miscellaneous income statement (1099), request for taxpayer identification number and certificate (W-9), employer's quarterly federal tax return (941), and similar federal and state completed forms. SEE ALSO Wage and Tax Statements (W-2); and Withholding Allowance Certificates (W-4). **Minimum retention: 5 years.**
- (4) **Garnishment Records:** Series documents requests and court orders to withhold wages from employee earnings. Records may include original writs of garnishment, orders to withhold for the Oregon Department of Justice, federal or state tax levies, recapitulations of amounts withheld, and related documentation. **Minimum retention: 3 years after resolution.**
- (5) **Leave Applications:** Series documents applications or requests submitted by employees for paid or unpaid leave. SEE ALSO: Employee Time Records. **Minimum retention: 3 years.**
- (6) **Leave Balance Reports:** Series documents individual employee accrual and use of paid and unpaid leave. SEE ALSO: Employee Benefits Records. **Minimum retention: (a) Year-end leave balance reports, 75 years after date of hire; (b) All other reports, 4 years.**
- (7) **Payroll Administrative Reports:** Series documents the administration and management of an agency's payroll. Records may include reports and studies used to evaluate payroll statistics. **Minimum retention: 3 years.**
- (8) **Payroll Registers:** Series documents the earnings, voluntary and required deductions, and withholdings of agency employees. **Minimum retention: (a) Year-end, or month-end if no year-end payroll registers, 75 years; (b) Deduction registers, 5 years; (c) All other payroll registers, 3 years.**
- (9) **Unemployment Records:** Series documents claims submitted by former employees for unemployment compensation. Records may include claims, notices, reports, and records related to the appeal of claim determinations. **Minimum retention: 3 years.**
- (10) **Wage and Tax Statements (W-2):** Series contains annual statements for individual employee earnings and withholdings for state and federal income taxes and social security tax. SEE ALSO: Federal and State Tax Records. **Minimum retention: 5 years.**
- (11) **Withholding Allowance Certificates (W-4):** Series contains certificates for the exemption status of individual agency employees. SEE ALSO: Federal and State Tax Records. **Minimum retention: 5 years after superseded or employee separation.**

Appendix - F

Personnel Records

- (1) **Affirmative Action Records:** Series documents agency compliance with the statutes and regulatory requirements of the U.S. Equal Employment Opportunity Commission. Records may include plans, updates, policy statements, reports, and related documentation. **Minimum retention: (a) Plans, updates, and policy statements, permanent; (b) All other records, 3 years.**
- (2) **Appointment Records:** Series documents appointments to boards, commissions, advisory boards, or other task forces. Records may include applications, interviews, staff reports, and related documentation. **Minimum retention: (a) Governing body appointments, permanent; (b) Other appointments, 6 years after separation; (c) Application materials not leading to an appointment, 1 year.**
- (3) **Child Abuse Report Records:** Series documents suspected child abuse reported by agency staff. Records may include notes and observations of the child, record of contact with the Oregon Department of Human Services or law enforcement agency, and related documentation. **Minimum retention: 3 years.**
- (4) **Collective Bargaining Records:** Series documents negotiations between the agency and employee representatives. Records may include contracts, reports, negotiation notes, letters of agreement, arbitration findings, cost analyses, minutes, audio and video recordings, and related documentation. **Minimum retention: (a) Contracts and minutes, 75 years after contract expires; (b) All other records, 6 years after contract expires.**
- (5) **Communicable Disease Contact Tracing Records:** Series documents the movement of employees, volunteers, and visitors at agency sponsored activities or agency facilities, not otherwise covered by Visitor Logs or Liability Waiver Records. Includes documentation for any disease for which there is a public health risk and need to track. Records may include screening information, sign-in sheets, and related documentation. Note: Agencies may be required to transfer tracing data to Oregon Health Authority (OHA) or County Public Health departments in the event of an epidemic or pandemic. SEE ALSO: Employee Medical Records for individual cases among employees. **Minimum Retention: (a) Logs involved in an active contact tracing event, 30 days or until resolution of event, whichever is longer; (b) All other logs, 30 days.**
- (6) **Criminal Background Check Records:** Series documents criminal record checks performed on prospective or current staff, faculty, and volunteers using the Oregon Law Enforcement Data System (LEDS). Records may include logs and criminal history verification forms. **Minimum retention: (a) Background check log, until superseded or obsolete; (b) All other records, 90 days.**
- (7) **Disciplinary Action Records:** Series documents dismissal, suspension, progressive disciplinary measures, and other actions against employees. Records may include statements, investigative records, interview and hearing records, findings, and related documentation. Note: For law enforcement officers or reserve officers, as defined by ORS 181A, retain per Employee Personnel Records or Law Enforcement Internal Investigations Case Files. **Minimum retention: (a) Investigations resulting in disciplinary action or exoneration, 5 years after resolution; (b) Investigations resulting in termination, 10 years after employee separation; (c) Unfounded claims, 3 years.**
- (8) **Drug Testing Records:** Series documents the testing of current and prospective employees for controlled substances prohibited by policy, procedure, or statute. Records may include the documentation of test results, the collection process, the random sample process, and those documenting the decision to administer reasonable suspicion drug testing. **Minimum retention: (a) Positive test results, 5 years; (b) Negative test results, 1 year.**
- (9) **Employee Benefits Records:** Series documents an individual agency employee's benefit information such as retirement, disability, or insurance plans. Records may include plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, year-end leave balance reports, notices of disability payments made, benefits continuation records, and related documentation. SEE ALSO: Leave Balance Reports.

- Minimum retention: (a) Official copy of retirement enrollment records, 75 years after date of hire; (b) All other records, 3 years after employee separation or eligibility expired.**
- (10) **Employee Hazard Exposure Records:** Series documents an agency employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, viruses, fungi, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous work-related conditions. Records may include radiation measurement records, blood test or other laboratory results, incident reports, first-aid records, X-rays, workstation air sampling reports, and related documentation. SEE ALSO: Employee Medical Records. **Minimum retention: (a) Noise exposure measurement records, 2 years (29 CFR 1910.95); (b) Audiometric test records, until employee separation (29 CFR 1910.95); (c) All other records, 30 years after separation (29 CFR 1910.1020).**
- (11) **Employee Medical Records:** Series documents an individual employee's work-related medical history. Records may include medical examination records (pre-employment, pre-assignment, periodic, or episodic), X-rays, records of significant health or disability limitations related to job assignments, documentation of work-related injuries or illnesses, hearing test records, first-aid incident records, physician statements, release consent forms, vaccination records, and related documentation. Note: These records are not personnel records and must be kept in a separate location from employee personnel records as required by the Americans with Disabilities Act. SEE ALSO: Employee Hazard Exposure Records. **Minimum retention: 6 years after separation.**
- (12) **Employee Personnel Records:** Series documents an individual employee's work history. Records may include applications, notices of appointment, employment applications, training and certification records, records of health limitations, salary schedules, tuition reimbursement records, personnel actions, performance appraisal evaluations, letters of commendation and recommendation, letters of reprimand, notices of disciplinary action, notices of layoff, letters of resignation, home address and telephone disclosures, emergency notification forms, oaths of office, grievance and complaint records, and related documentation. SEE ALSO: Disciplinary Action Records; Employee Benefits Records; Employee Medical Records; Grievance and Complaint Records; Law Enforcement Internal Investigations Case Files; Recruitment and Selection Records; K9 Records; and Volunteer Worker Records. **Minimum retention: (a) Law enforcement officers or reserve officers, as defined by ORS 181A, 10 years after separation; (b) All other records, 6 years after separation.**
- (13) **Employee Recognition Records:** Series documents the recognition of employees for special service to the agency. Records may include service awards, recognition certificates, commendations, award nominations, lists of past recipients, and presentation or ceremony records and photographs. Some records in this series may have historic value. For appraisal assistance contact the Oregon State Archives. **Minimum retention: 6 years.**
- (14) **Employment Eligibility Verification Forms (I-9):** Series documents the filing of U.S. Immigration and Naturalization Service Form I-9. **Minimum retention: 3 years after date of hire or 1 year after employee separation, whichever is longer.**
- (15) **Equal Employment Opportunity (EEO) Compliance Records:** Series documents reports and records maintained by agencies with 15 or more employees in compliance with U.S. Equal Employment Opportunity Commission regulations. Contains EEO-4 reports and all records related to the completion of the reports. **Minimum retention: 3 years.**
- (16) **Equal Employment Opportunity (EEO), Oregon Workplace Fairness Act, and Public Civil Rights Complaint Records:** Series documents complaints made against an agency. Records may include complaints, case files, reports, exhibits, withdrawal notices, copies of decisions, hearings and meetings records, and related documentation. **Minimum retention: 5 years after final decision issued.**
- (17) **Equal Employment Opportunity (EEO) Policy Records:** Series documents the adoption and administration of agency programs to set personnel policies and procedures within the scope of the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972. Records may include anti-discrimination committee meeting records and reports, workplace analyses, discrimination complaint policies and procedures, and related documentation. **Minimum retention: (a) Plans, updates, and policy statements, permanent; (b) All other records, 3 years.**

- (18) **Grievance and Complaint Records:** Series documents grievances or complaints filed by current employees, terminated employees, applicants, or private citizens regarding employment practices. Records may include complaints, investigation records, interview and hearing reports, arbitrator's findings and decisions, and related documentation. **Minimum retention: 5 years after final decision issued.**
- (19) **Health Initiative Records:** Series documents the development, operation, and activities of internal agency health initiatives such as wellness programs, smoking cessation programs, etc. Records may include program statements, health and safety surveys, committee minutes, newsletters, and related documentation. **Minimum retention: 2 years.**
- (20) **Layoff Records:** Series documents procedures and computations used in laying off agency employees. Records may include service credit computations, service credit lists, and layoff ranking lists. Related records may be filed in Employee Personnel Files. **Minimum retention: 5 years.**
- (21) **Pay Equity Records:** Series documents the analysis, study, and resolution of pay equity, alleged job discrimination, and related issues involving the agency and its employees. Records may include job content questionnaire summaries, position allocation reports, personnel reclassification studies, job category listings, and related documentation. **Minimum retention: (a) Final study or report, permanent; (b) All other records, 5 years.**
- (22) **Photo Identification Records:** Series documents photographs and other records used to identify agency employees, private security personnel, contract workers, and others. **Minimum retention: Until updated or employee separates.**
- (23) **Position Description, Classification, and Compensation Records:** Series documents the description, classification, and compensation of agency jobs and positions. Records may include reports, position descriptions, position evaluations, compensation studies, job analyses, interview data, selection criteria, authorizations, agreements, and related documentation. **Minimum retention: 3 years after updated or position abolished.**
- (24) **Recruitment and Selection Records:** Series documents the recruitment and selection of agency employees and contracted service providers. Records may include job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, classification specifications, affirmative action records, interview questions, interview and application scoring notes, letters of reference, civil service records, position authorization forms, certification of eligibility, recruitment summary records, and related documentation. Unsolicited application materials are non-record and may be destroyed when not needed. SEE ALSO: Criminal Background Check Records; Employee Personnel Records; and Employment Eligibility Verification Forms (I-9). **Minimum retention: (a) Announcement records, position description, and test and rating records, 10 years; (b) All other records, 5 years after position filled or recruitment cancelled.**
- (25) **Volunteer Program Records:** Series documents the activities and administration of volunteer programs in the agency. Records may include volunteer time tracking, volunteer program publicity records, insurance requirement information, inactive volunteer files, and related documentation. SEE ALSO: Volunteer Worker Records for records related to individual volunteers. **Minimum retention: 4 years.**
- (26) **Volunteer Worker Records:** Series documents work performed for the agency by citizens without compensation for their services. Records may include agreements, applications, skills test results, training documentation, task assignment and monitoring records, and related documentation. **Minimum retention: 4 years after separation.**

Appendix - G

Property and Facilities Management Records

- (1) **Asset, Equipment, and Property Records:** Series documents property and equipment owned and/or maintained by an agency. Records may include service and repair records, work orders, damaged or stolen asset records, asset disposition records, risk reports, real property reports, transfer reports, money and negotiable securities reports, general risk surveys, and warranties. SEE ALSO: Real Property Transaction Records; and Vehicle Maintenance and Repair Records. **Minimum retention: (a) Equipment maintenance records, 1 year after equipment disposed of; (b) All other records, 4 years.**
- (2) **Chemical Application Records:** Series documents the use of pesticides, herbicides, and fertilizers on agency property. **Minimum retention: 3 years after application.**
- (3) **Chemical Inventories:** Series documents chemicals in use by an agency for purposes of maintaining safety standards (29 CFR 1910). SEE ALSO: Master Material Safety Data Records; and Vector Control Chemical Inventory Records. **Minimum retention: 30 years.**
- (4) **Deed Instruments, Unrecorded:** Series documents conveyance or encumbrance of an interest in real property. Records may include deeds; condominiums, plats, and partition plats; leases, contracts, easements, covenants, conditions, restrictions, options, and affidavits. SEE ALSO: Deed Instruments, Recorded; and Deeds to Agency-Owned Land. **Minimum retention: Permanent.**
- (5) **Deeds to Agency-Owned Land:** Series documents evidence of agency ownership of public lands and rights-of-way. Records may include maps and legal descriptions, title transfers, and related documentation. **Minimum retention: 3 years after property is no longer owned by the agency.**
- (6) **Easements, Unrecorded:** Series documents unrecorded grants by property owners to the agency for use of private property for public uses. Records may include maps or other exhibits. SEE ALSO: Easements, Recorded. **Minimum retention: Permanent.**
- (7) **Equipment Calibration Records:** Series documents the maintenance and calibration of equipment and instruments used to undertake and monitor technical operations. Records may include logs, reports, and related documentation. **Minimum retention: Life of equipment.**
- (8) **Equipment Tracking Records:** Series documents the issue of equipment to agency personnel. Records may include inventories and tracking sheets. SEE ALSO: Weapons Inventory Records. **Minimum retention: Until superseded or obsolete.**
- (9) **Facilities and Grounds Inspection Records:** Series documents periodic inspection of facilities and grounds to check for damage and recommend repairs and maintenance. **Minimum retention: 2 years.**
- (10) **Facilities and Grounds Maintenance and Repair Records:** Series documents routine maintenance, repairs, and access to buildings, grounds, and rights-of-way owned or leased by the agency. Records may include maintenance requests, summaries, logs, reports, and similar records usually compiled from daily work records on a monthly or quarterly basis. SEE ALSO: Activity Reports; and Agency Improvement Administrative and Financial Records. **Minimum retention: (a) Records requiring engineering stamps, 2 years after life of structure; (b) All other records, 2 years.**
- (11) **Fleet Vehicle Title and Registration Records:** Series documents the ownership and registration of all agency vehicles (including unmanned aircraft systems). **Minimum retention: (a) Titles, until vehicle is sold or disposed of; (b) Registration records, until superseded or disposition of vehicle.**
- (12) **Fuel Records:** Series documents the amount of gasoline, diesel, and oil used by agency-owned vehicles. Records may include logs, reports, and related documentation. **Minimum retention: 2 years.**
- (13) **Master Material Safety Data Records:** Series documents all hazardous chemicals used and held by an agency. Records may include hazardous materials safety sheets, safety instructions, and emergency instructions. **Minimum retention: Until superseded or chemical no longer in use.**
- (14) **Property Dedication Records:** Series documents dedication of private property to the agency for public uses such as transportation facilities (streets, sidewalks, bikeways) and parks. Records may include dedication agreements, maps, and related documentation. **Minimum retention: Permanent.**
- (15) **Real Property Transaction Records:** Series documents acquisitions, dispositions, and relocations of real property and rights-of-way by the agency for urban renewal projects, parks, sewers, streets, water

lines, traffic signals, and other reasons. Records may include cultural resource records, offer letters, options, agreements of short duration, staff reports, appraisal reports and reviews, inspection reports, letters of transmittal, summaries, and related documentation. SEE ALSO: Deeds to Agency-Owned Land.

Minimum retention: 10 years after transaction completed and final audit accepted.

- (16) **Technical Manuals, Specifications, and Warranties:** Series documents technical details of agency-owned vehicles and equipment. Records may include specifications, operating instructions, and safety information. **Minimum retention: (a) Manuals, until disposition of vehicle or equipment; (b) Warranties, until expiration.**
- (17) **Vehicle Maintenance and Repair Records:** Series documents the maintenance and repair history of all agency owned vehicles. Records may include usage logs, reports, summaries, and similar records usually compiled from daily work records on a monthly or quarterly basis. **Minimum retention: (a) Daily vehicle inspection and usage records, 3 years; (b) All other records, 3 years after disposition of vehicle.**

Appendix - H

Risk Management Records

- (1) **Contractor Liability Insurance Verification Records:** Series documents letters or certificates of coverage provided by insurance companies declaring that specific contractors are covered by appropriate liability insurance. **Minimum retention: 10 years after substantial completion [as defined by ORS 12.135].**
- (2) **Contractor Performance and Surety Bond Records:** Series documents the posting of performance guarantees or surety bonds by contractors performing work for the agency, or residents for situations involving code violation correction assurances. Records may include letters, certificates, copies of bonds, checks, and related documentation. **Minimum retention: (a) If related to county or special district improvement project, 10 years after substantial completion [as defined by ORS 12.135]; (b) All other bond records, 6 years after expiration.**
- (3) **Employee Bond Records:** Series documents the posting of fidelity, performance, or position bonds to guarantee the honest and faithful performance of elected officials, individual employees, or groups of employees. **Minimum retention: 6 years after expiration.**
- (4) **Hazard Communications Program Records:** Series documents participation in the Hazard Communications Program as required by the Oregon Occupational Safety and Health Administration (OR-OSHA). Records may include plans, reports, and material safety data sheets (MSDS). **Minimum retention: 30 years after superseded or obsolete.**
- (5) **Hazardous Substance Employer Survey Records:** Series documents the locations, quantities, and individuals responsible for specific hazardous chemicals housed by an agency. This record is sent to the State Fire Marshal pursuant to ORS 453.317. Records may include hazardous chemical compositions, lot numbers, and emergency disposition instructions. **Minimum retention: Until superseded or obsolete.**
- (6) **Incident Reports:** Series documents incidents which result in an investigation of fraud. Records may include investigation report, correspondence documenting the incident, and resolution/final determination. **Minimum retention: 5 years.**
- (7) **Injury Reports, Public Use:** Series documents injuries sustained by non-employees on agency property such as parks, courthouses, libraries, and administrative buildings. **Minimum retention: (a) If claim filed, see Liability Claim Records; (b) If no claim filed, 3 years.**
- (8) **Insurance Fund Claims:** Series documents requests for payment of insurance claims from insurers. Records may include Auto/Liability/Property Claim Reports, estimates of repairs, accident reports, police reports, and related documentation. **Minimum retention: 5 years after claim paid or denied.**
- (9) **Insurance Policy Records:** Series documents the terms and conditions of insurance policies between the agency and insurers. Records may include policies, endorsements, rate change notices, agent of record, and related documentation. **Minimum retention: (a) Group employee health and life, property, and liability insurance, 75 years after expiration if no claims pending; (b) All other insurance records, 6 years after expiration if no claims pending.**
- (10) **Liability Claim Records:** Series documents various types of liability claims filed against the agency. Records may include reports, photographs, summaries, reviews, notices, audio and video recordings, transcriptions of recorded statements, memoranda, and related documentation. SEE ALSO: Civil and Criminal Case Files. **Minimum retention: (a) If action taken, 10 years after case closed, dismissed, or date of last action; (b) If no action taken, 10 years.**
- (11) **Liability Waiver Records:** Series documents the release of the agency from liability related to various activities that include citizen involvement including participating in agency sponsored activities. **Minimum retention: 3 years.**
- (12) **Mitigation Program Records:** Series documents the establishment and maintenance of agency mitigation programs, plans, and procedures. Records may include mitigation plans and strategies, policies, procedures, seismic surveys and structural upgrade records of agency facilities, project reports, hazard mitigation grant records, and related documentation. **Minimum retention: (a) Adopted plans, permanent; (b) All other records, for the life of the structure.**

- (13) **Occupational Injury and Illness Records:** Series documents occupational injuries and illnesses, as required by the Oregon Occupational Safety and Health Administration (OR-OSHA). Records may include logs and summaries, serious injury reports, injury cost reports, annual occupational injuries and illnesses surveys, and related documentation. SEE ALSO: Workers' Compensation Claim Records; and Employee Medical Records. **Minimum retention: 6 years.**
- (14) **Personnel Accident Incident Reports:** Series documents reports of employee accidents to agency supervisors. Records may include SAIF accident reports, accident reports, occupational injury report and investigation, and employee identification and physical assessment form. **Minimum retention: 10 years after case closed.**
- (15) **Property Damage Records:** Series documents damage to agency property such as signs, trees, picnic tables, buildings, fountains, and fences. Records may include reports, photographs, and related documentation. SEE ALSO: Incident Case Files for related vandalism records; and Flood Plain Permit Records. **Minimum retention: (a) If litigated, see Civil and Criminal Case Files in the Counsel section for retention; (b) If not litigated, 10 years after date of last action.**
- (16) **Risk Factor Evaluation Records:** Series documents the assessment of various risk factors for an agency. Records may include surveys, safety audit and inspection reports, real property reports, policy manuals, insurance coverage analyses, and related documentation. **Minimum retention: (a) Records documenting the formation or change of policy, permanent; (b) All other records, 5 years.**
- (17) **Safety Inspection and Compliance Records:** Series provides a record of safety inspections and documents agency compliance with federal, state, and local safety regulations. Records may include reports on building, fire alarm system, elevator, boiler, transit, and construction inspections performed by state and local agencies, as well as citations received by the agency, and related documentation. **Minimum retention: 10 years.**
- (18) **Safety Program Records:** Series documents the agency's program to promote safety on agency-owned property and systems. Records may include safety policies, plans and procedures, workplace safety committee records, reports on inspections conducted by the safety officer, evacuation rosters and reports, and related documentation. SEE ALSO: Engineering Project Technical Records. **Minimum retention: (a) Safety policies, plans, and procedures, 5 years after superseded or obsolete; (b) Inspection reports, evaluations, and recommendations, 10 years; (c) All other records, 3 years.**
- (19) **Vehicle Accident Records:** Series documents accidents involving agency vehicles. Records may include dispatch reports, motor vehicle accident reports, photographs, and related documentation. **Minimum retention: (a) If litigated, see Civil and Criminal Case Files in Counsel section; (b) If not litigated, 10 years.**
- (20) **Workers' Compensation Claim Records:** Series documents the processing of individual employee claims of job related injuries or illnesses, but not those describing actual medical conditions. Records may include claim disposition notices, claim reporting and status forms, injury reports, determination orders, insurance premium data, hearing requests, safety citations, inspection reports, medical status updates and reports, investigation reports, reimbursement and payment records, and related documentation. **Minimum retention: (a) Records describing injuries and illnesses, see Employee Medical Records in the Personnel Records section; (b) All other records, 6 years after claim closed or final action.**

**SECTION 13 – PART 1: PROCUREMENT POLICY – FEDERAL PROCUREMENT
TABLE OF CONTENTS**

		<u>Page</u>
POLICY 13.1	Statement of Purpose	
13.1.1	Provider's Responsibilities	3
13.1.2	Length of Contract	3
13.1.3	Prohibition Against Geographic	3
13.1.4	Responsive Bidder	3
13.1.5	Responsible Bidder	4
13.1.6	Buy America	4
POLICY 13.2	CODE OF CONDUCT	
13.2.1	Personal Conflicts of Interest	4
13.2.2	Prohibited Actions - Conflicts of Interest	4
13.2.3	Prohibited Actions – Outside Employment	5
13.2.4	Solicitation/Acceptance of Gifts, Gratuities and Favors	5
13.2.5	Penalties for Violations of Personal Ethical Standards in Procurement	5
POLICY 13.3	METHODS OF PROCUREMENT	
13.3.1	Micro-Purchases	6
13.3.2	Small Purchases	6
13.3.3	Competitive Procurement Methods	6
13.3.4	Non-Competitive Negotiation or Sole Source Awards	16
13.3.5	Intergovernmental Procurements	17
13.3.6	Joint Procurements	17
13.3.7	Excess or Surplus Federal Property	18
POLICY 13.4	E-COMMERCE	
POLICY 13.5	CONTRACT COST AND PRICE ANALYSIS	
13.5.1	Cost Analysis	18
13.5.2	Price Analysis	18
13.5.3	Price Analysis for Micro and Small Purchases	18
13.5.4	Cost or Price Analysis for Competitive Procurements	19
13.5.5	Price Analysis Procedures	19
13.5.6	Cost Analysis Procedures	20
13.5.7	Cost Analysis for Sole Source Procurements	21
13.5.8	Use of Federal Cost Principles	21

POLICY 13.6	Contract Actions	
13.6.1	Offer and Acceptance	21
13.6.2	Bilateral Contract	21
13.6.3	Standard Provisions in All Contracts	21
13.6.4	Contract Options	21
13.6.5	Payment Provisions	22
13.6.6	Contract Award Announcements	23
13.6.7	Prohibited Actions	23
13.6.8	Leasing	23
POLICY 13.7	WRITTEN HISTORY OF PROCUREMENT	
POLICY 13.8	DISPUTES AND PROTESTS	
13.8.1	Disputes	24
13.8.2	Protests	24
13.8.3	Protests Prior to Award	24
13.8.4	Protests after Bid Opening/Receipt of Proposals	25
POLICY 13.9	BONDING REQUIREMENTS	25
POLICY 13.10	LIQUIDATED DAMAGES	26
POLICY 13.11	REFERENCES	25
APPENDIX – A	Applicability of Third-Party Contract Provisions	26

FEDERAL PROCUREMENT POLICY 13.1 – STATEMENT OF PURPOSE

This policy implements the procurement requirements of Basin Transit Service Transportation District under the federal regulations. The policy governs the actions of Basin Transit Service Transportation District in the administration of its third-party contracting actions when administering an FTA grant. Basin Transit Service Transportation District must follow state procurement laws and rules. However, whenever there is a discrepancy, federal trumps state when it is more restrictive than state. For example, geographic preference is not allowed even though state allows it.

A contract is defined as a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and Basin Transit Service Transportation District to pay for them. Contracts include bilateral instruments, awards, and notices of awards; job orders or task assignment letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. The parties to a contract must possess the legal capacity to enter into the contract, and they must assent to the terms of the contract. The terms of the agreement must not require the performance of an illegal act by the parties. Contracts may be either oral or written in form. Federal Transit Administration procedures are identified in FTA Circular 4220.1F entitled “Third Party Contracting Guidelines.”

13.1.1 Provider’s Responsibilities

It is the provider’s responsibilities to ensure that any contract/purchase for a capital item (including E-Commerce, purchase orders, credit card charges, etc.) is performed by the authorized representative of the grantee. Any other party acting on behalf of the grantee (including a provider that is not the grantee) must get written approval and authorization of the grantee prior to initiating any capital purchase.

13.1.2 Length of Contract

Purchase agreements or contracts shall not generally have a performance period exceeding five (5) years inclusive of options. However, if it is in the best interest of the District a performance period may exceed five (5) inclusive of options as approved by the General Manager or designee.

13.1.3 Prohibition Against Geographic Preference

All procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed geographical preference in the evaluation of bids or proposals. However, geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leaves an appropriate number of qualified firms to compete for the contract.

13.1.4 Responsive Bidder

A responsive bidder is a contractor, supplier or vendor who meets all the basic procurement specification requirements.

13.1.5 Responsible Bidder

A responsible bidder is a contractor, supplier or vendor who possesses the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as the firm's integrity, compliance with public policy, record of past performance, and financial and technical resources.

13.1.6 "Buy America"

"Buy America" requirements shall be followed for all applicable federally funded projects (*i.e.*, Section 5311 operating assistance). The Buy America requirements apply to all contracts for rolling stock, steel, iron, or manufactured products with a value greater than \$150,000.

POLICY 13.2 – CODE OF CONDUCT

It is the policy of Basin Transit Service Transportation District that its employees and members of the governing board of directors observe the highest standards of ethics and that where an actual or seemingly apparent conflict of interest or breach of fiduciary duty or abuse of official position may arise or has arisen in accordance with Section 2.1 and Section 2.2.

All invoices/requisitions for purchases or services are to be sent to the grantee in the name of the grantee. All payments for such purchases are to be made by the grantee.

13.2.1 Personal Conflicts of Interest

Basin Transit Service Transportation District prohibits personal conflicts of interests in the conduct of all procurements undertaken by the organization. This policy is applicable to include conflicts arising from the selection of a firm for award when any of the following has a financial or other interest in the firm selected:

1. The employee, officer, agent, or board member,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization that employs, or is about to employ, any of the above

13.2.2 Prohibited Actions – Conflicts of Interest

In the event that any of the above-named individuals has:

1. A direct or indirect financial interest in any contract with the Basin Transit Service Transportation District.
2. A fiduciary relationship (a position of trust) with an individual, partnership, firm or corporation seeking to contract with the Basin Transit Service Transportation District or provide materials or labor thereto, such person shall, regardless of the contract amount;

or a special or unique interest where personal loyalty to a particular interest group or individual may have a bearing on a subject of discussion or vote by the Basin Transit Service Transportation District Board of Directors.

Then the individual shall be required to: (a) state on the record the nature of his/her conflict of interest; and (b) not communicate either formally or informally with any board or management employee with respect to the awarding of such contract.

13.2.3 Prohibited Actions – Outside Employment with Firms Doing Business with or Seeking Business with Basin Transit Service Transportation District

Employees and other individuals named in Section 2.1.1 may not accept employment opportunities with an individual, partnership, firm or corporation seeking to contract with Basin Transit Service Transportation District nor be in the employ of a firm currently engaged in seeking contracting opportunities with Basin Transit Service Transportation District.

13.2.4 Solicitation/Acceptance of Gifts, Gratuities, and Favors

No employee or other individual named in Section 2.1.1 shall be permitted to solicit or accept gifts, gratuities, favors, or anything of monetary value in excess of fifty dollars (\$ 50.00) from contractors, potential contractors, or parties to subcontracts

13.2.5 Penalties for Violations of Personal Ethical Standards in Procurement

Failure of employees in disclosing conflicts of interest as described above shall result in disciplinary action in accordance with the written standards of Basin Transit Service Transportation District. These actions may include discipline leading up to and including termination. In the event Basin Transit Service Transportation District determines the ethical breach to be a violation of Federal or state law, Basin Transit Service Transportation District will contact the appropriate authorities for civil or criminal action.

In the event a member of the board of directors violates the standards of conduct in this section, the matter will be referred to the Board for disposition.

Any contract awarded following disclosure of an ethical violation will be reviewed to determine whether the violation resulted in an unfair competitive advantage for the selected firm. The contracting official shall have the right to terminate such contracts for convenience in the event of such disclosures.

POLICY 13.3 - METHODS OF PROCUREMENT

Basin Transit Service Transportation District will in its procurement planning determine the most appropriate method of procurement for all purchases of goods and services. The agency will follow adopted procedures in all procurement actions. Prior to each procurement, Basin Transit Service Transportation District will determine the most appropriate method of procurement. The following methods are permitted.

The General Manager and/or designate representative will ensure that all procurements are designed to avoid purchase of unnecessary or duplicative items or examining with the primary procurement officer should consolidate or break out items in the good or service to be purchased to obtain a more economical process. Basin Transit Service Transportation District will conduct an analysis of purchase cost versus lease cost to ensure the most economical approach, when purchasing items available for lease,

13.3.1 Micro-Purchases

This method of procurement may be used for all purchases whereas the agency's price estimate for the goods or services to be procured is under \$15,000 for federal funds (\$25,000 state maximum for micro-purchase using state or local funds). Micro purchases may be made without obtaining competitive quotations so long as the price is fair and reasonable as evidenced by minimal supporting documentation (*i.e.*, catalogue or price lists). Micro purchases are exempt from the Buy America Requirements. Micro-purchases will make all efforts to equitably distribute such purchases among qualified suppliers in the local area. Purchases will not be split to avoid the requirements for competitive quotes for purchases above the threshold. Basin Transit Service Transportation District shall maintain written documentation on micro-purchase procurements. This documentation shall consist of:

1. A determination that the price is fair and reasonable; and
2. How this determination was derived.

13.3.2 Small Purchases

Small purchases are relatively simple and informal purchases involving the acquisition of services, supplies or other property that cost between \$15,000 and \$350,00 state procurement regulation also must followed (\$25,000 to \$250,000 for small purchases is the state maximum).

In all small purchases, Basin Transit Service Transportation District shall solicit either oral or written quotes from a minimum of two sources. When the vendor list involves multiple sources for a small purchase, purchases should be equitably distributed among qualified suppliers in the local area.

Oral quotes shall be documented in writing by the appropriate staff on a standard quotation form adopted by Basin Transit Service Transportation District. Quotation forms shall be part of the permanent file documentation for all small purchases. Written quotations may be obtained electronically (e-mail), via facsimile, through the mail, or obtained directly from the vendor. For each quote, either obtained orally or in writing, the following information will be obtained:

1. Name, address, telephone number
2. Description of the offered item(s)
3. Unit price and total price
4. Discount terms
5. Delivery terms
6. DBE information, if applicable

7. Person who provided the quote
8. Time and date of the quote

13.3.3 – COMPETITIVE PROCUREMENT METHODS

Competitive procurement methods include sealed bids (sometimes referred to as an “Invitation for Bid (IFB)”) and competitive proposals (sometimes referred to as a Request for Proposal (RFP)). Sealed bid is the generally preferred method of procurement for equipment and construction, provided the following conditions can be met:

1. A complete, adequate, and realistic specification or purchase description is available.
2. Two or more responsible bidders are willing and able to compete effectively for the business.
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and No discussion with bidders is needed. If these conditions cannot be met, the competitive proposal method will be used.

13.3.3 Sealed Bids

A. General Conditions

When Basin Transit Service Transportation District determines that conditions in Section 13.3.3 can be met, the agency will follow these procedures in the conduct of the procurement:

1. The IFB will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids. Generally, a minimum of thirty (30) days will be provided unless the Basin Transit Service Transportation District Board of Directors determines that less time is required. In no instance shall the period of advertisement be less than 14 days.
2. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond.
3. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
4. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
5. Any or all bids may be rejected if there is a sound documented business reason.
6. Prior to award to the selected bidder, a price analysis should be conducted to verify that the price quoted is fair and reasonable.

In order to preserve the integrity of the competitive bid system, after bids have been opened, award will be made within thirty (30) days to the responsible bidder whose bid conforms to the IFB and whoever will be the most advantageous to Basin Transit Service Transportation District considering only price and price related factors included in the invitation, unless there is a compelling reason to reject all bids and cancel the invitation.

Basin Transit Service Transportation District will make every effort to anticipate changes in the solicitation prior to the date of bid opening and to notify prospective bidders of any modification or cancellation through a formal written amendment to the solicitation, thereby permitting bidders to change their bids without the exposure of bid prices.

B. Bid Preparation

The bid documents will identify the nature of the procurement, the agency name, and the contact person(s) and contain simple, clear instructions for preparing an offer. The IFB will clearly state the time and manner for submitting the offer and the length of time for which the offer must remain firm (not subject to withdrawal).

C. Bid Contents

The IFB will be based on a clear and accurate description of the technical requirements for the material, product, or service to be procured. This is in keeping with a goal of maximum contractor responsibility and minimum risk to the buying agency. It may be necessary, however, to use design-type descriptions (as for components, tolerances, etc.) in certain situations, such as the need for standardization. The description will not contain, in competitive procurements, features that unduly restrict full and open competition.

The "brand name or equal" description may be used to define the performance or other necessary procurement requirements. When so used, the specific features of the brand name product that must be met by bidders must be clearly identified. Brand names that are known to meet the "or equal" requirements should be listed.

The specification will include a description of the product and also include reliability and quality assurance requirements.

Criteria for inspecting, testing, and accepting products will be included in the specification. Preservation, packaging, packing, and marking requirements will be addressed.

D. Bid Advertisement

The Bid Advertisement will be publicized through distribution to prospective bidders, advertising in newspapers and/or trade journals, and such other means as may be appropriate, in sufficient time to enable bidders to prepare and submit their best bids before the time set for public opening of bids.

E. Competition

The IFB, including specifications and attachments, will permit full and open competition

consistent with the requirement for the property or services to be procured. This requirement will represent Basin Transit Service Transportation District's minimum needs and be sufficiently described to promote full and open competition.

F. Pre-Bid Conference

At the discretion of the General Manager or designate representative, Basin Transit Service Transportation District may hold a pre-bid conference as a means of briefing prospective offerors and explaining complicated specifications and requirements. Basin Transit Service Transportation District will permit potential respondents to address ambiguities in the solicitation documents that may require clarification. If such a conference is held, notice of the conference shall be included in the solicitation at the time of issuance.

When such conferences are held, they shall be conducted at least two (2) weeks prior to the scheduled bid opening in order to permit time to prepare formal responses to questions and/or issue any necessary bid addenda.

G. Bid Amendments

Basin Transit Service Transportation District shall reserve the right to amend bid documents. Amendments will be used to correct problems in standard terms and conditions, changes in quantity, the technical specifications, delivery schedules, opening dates, and/or drawings. Amendments will also be used to correct ambiguous provisions or to resolve conflicting provisions in the bid package. In issuing the amendment, Basin Transit Service Transportation District will (1) document the change in writing so there are no misunderstandings; and (2) provide the changes to offerors who were not at the conference. Bid amendments will contain the following elements:

1. Identify the solicitation number of the original solicitation.
2. Identify the amendment number.
3. Identify the contact person and phone number within your department for further information.
4. Indicate whether or not the time and date specified in the original solicitation is changed as a result of the amendment.
5. Advise offerors of the need to and how they should acknowledge receipt of the amendment.
6. Advise offerors what the changes are; and
7. Have the amendment signed by the appropriate procurement official, most frequently the contracting officer.

Amendments will be sent to every firm that has been furnished the original solicitation or who attended the pre-bid conference.

H. Bid Opening and Tabulation

All bids will be opened publicly at the time and place stated in the IFB. The bid opening is a public event; guest, visitors, and vendors will be permitted to witness the opening. Basin Transit

Service Transportation District shall collect all bids, verifying that agency post office boxes, mail room, reception areas where express deliveries are received have been checked as close to the time of bid receipts as possible.

At that time, the designated agency official will personally and publicly open the bids, read the bids aloud (if practical) to those persons present, and have the bids recorded. The bids will be recorded on an "Abstract of Bids" and this document will be available for public inspection and distribution after completion of the reading of bids.

I. Bid Withdrawal

Bids may be modified or withdrawn by written or facsimile notice. The notice must be received in the place designated in the IFB not later than the exact time set for bid opening. A facsimile modification or withdrawal of a bid received by fax machine should be considered if the message is received by Basin Transit Service Transportation District no later than the time set for bid opening and confirmed as being received.

Modifications received by facsimile will be sealed in an envelope with the following written thereon: the date, time of receipt and by whom, the IFB number and his/her signature. Information contained therein should not be disclosed before the time set for bid opening. A bid may be withdrawn, in person, by a bidder or his authorized representative provided:

1. His/her identity is made known
2. He/she signs a receipt for the bid
3. The withdrawal is prior to the exact time set for bid opening.

K. Debarred, Suspended, or Disqualified (SAM.gov)

The District is responsible for determining if any proposed contractor using federal grant funds has been debarred, suspended, or disqualified by the federal government. The District staff shall check the federal SAM database using SAM.gov. In addition to checking the name of the contracting firm, the name of the president and owner of the firm should also be checked. Staff should also review any state and local debarment lists. Website printouts must be placed in the file.

Contractors that have been debarred, suspended, or disqualified from federal, state, and local lists after review of the database information by General Manager the contract will not be awarded the current contract.

L. Contract Award

Contracts will be awarded to the lowest responsive and responsible bidder, determined on the basis of the evaluation criteria set forth in the IFB. If an offer conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offeror, the offer will be determined to be responsive.

M. Single Bid

Single bids are special situations that require additional analysis. Single bid situations arise when Basin Transit Service Transportation District receives only a single offer in response to the solicitation or, after review of multiple bids received, all but one bid is found to be non-responsive to the specifications.

In the event of a single bid arising from either circumstance described above, Basin Transit Service Transportation District will determine whether or not the price bid in the single bid is fair and reasonable. If appropriate, a comparison is made of prior proposed and contracted prices with current proposed prices for the same or similar end item. The application of unit costs (*e.g.*, dollars per pound, per horsepower, or other units) may be used to highlight significant inconsistencies that warrant additional pricing inquiry. The results of such analysis will be compared with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.

Basin Transit Service Transportation District shall also review the bid documents to determine factors leading to receipt of a single bid. Discussions may be held with expected vendors to determine their reasons for not submitting a bid. If there were no restrictions in the bid specifications that deterred or limited competition, and the expected bidders chose not to bid for reasons other than problems with the solicitation, evaluation and award may proceed. If it is determined that the specifications contained restrictive provisions that minimized competition, Basin Transit Service Transportation District shall consult with the Oregon Department of Transportation to determine whether or not the public good would be better served by re-bidding the item or whether to award the contract to the single bidder.

If, on the basis of the above analysis, Basin Transit Service Transportation District is able to document that the price is fair and reasonable, and if the bid is responsive and the bidder responsible, and no restrictive elements were found in the bid that hindered competition, a recommendation for award will be forwarded to the Basin Transit Service Transportation District Board of Directors.

If, on the basis of the above analysis, Basin Transit Service Transportation District is unable to establish that the price is fair and reasonable, the bid will be rejected, and a new solicitation conducted.

13.3.2 Competitive Proposals

A. General Conditions

When Basin Transit Service Transportation District determines that conditions in Section 13.3.3 cannot be met, competitive proposals will be used. The following requirements will be incorporated into the conduct of the procurement.

1. The Request for Proposal (RFP) will be publicly advertised. All evaluation factors to be used in the review of proposals will be identified, along with their relative importance.

2. Proposals will be solicited from an adequate number of qualified sources.
3. Basin Transit Service Transportation District) will have a method in place for conducting technical evaluation of the proposals received and for selected the awardee.

Basin Transit Service Transportation District will make an award to the responsible offeror whose proposal is most advantageous to Basin Transit Service Transportation District with price and other identified selection factors considered.

In determining which proposal is most advantageous, Basin Transit Service Transportation District will consider which proposal offers the greatest business value to the agency based upon an analysis of a tradeoff of the technical factors and price/cost to derive the proposal that represents the best value.

B. Proposal Preparation

The bid documents will identify the nature of the procurement, the agency name, and the contact person(s) and contain simple, clear instructions for preparing an offer. The IFB will clearly state the time and manner for submitting the offer and the length of time for which the offer must remain firm (not subject to withdrawal)

C. Proposal Contents

The proposal documents may vary in construction depending upon the nature of the competitively negotiated procurement and whether or not Federal funds are used in the financing of the procurement activity. The following general format will be used by Basin Transit Service Transportation District:

RFP Advertisement.

1. A description of the item or statement of work specifications.
2. A description of the requested scope of services, including the requested schedule for completion.
3. Sufficient background information on the need for the work in order to allow potential offerors sufficient information to formulate a proposal.
4. Standard terms and conditions
5. Instructions for construction (*e.g.*, organization, required submissions, etc.) and submission (*e.g.*, date, time, and place) of the proposal response
6. Cost and pricing data requirements.
7. Standard forms and certifications that must be completed by the respondent.

An identification of the proposal evaluation factors and the specific weights that will be assigned to each criterion.

Some examples of commonly used evaluation factors used are: experience, qualifications of the submitting firm, experience and qualifications of proposed staff to be used, level of effort (hours of professional labor), proposed methodology, quality of the proposal, responsiveness to the requirements of the RFP, price, proposed quality control procedures, technical support,

location of contractor's office(s), and other factors uniquely associated with each procurement. Not all factors will be necessary in every procurement and will be used accordingly. Basin Transit Service Transportation District will also determine the relative importance of each evaluation factor, expressed as a percentage of the total score.

D. Proposal Advertisement

The proposal advertisement will be publicized through distribution to prospective proposers, advertising in newspapers and/or trade journals, and such other means as may be appropriate, in sufficient time to enable potential offerors time to prepare and submit their proposals before the specified due date and time.

E. Competition

The RFB will permit full and open competition consistent with the requirement for the services to be procured. This requirement will represent Basin Transit Service Transportation District's minimum needs and be sufficiently described to promote full and open competition.

F. Pre-Proposal Conference

At the discretion of the procurement officer, Basin Transit Service Transportation District may hold a pre-proposal conference as a means of briefing prospective offerors and explaining agency goals and expectations for the project. If such a conference is held, notice of the conference shall be included in the RFP at the time of issuance.

When such conferences are held, they shall be conducted at least ten (10) days prior to the deadline for the submission of proposals in order to permit time to prepare formal responses to questions and/or issues raised at the conference.

G. Proposal Changes/Addenda

Basin Transit Service Transportation District reserves the right to amend proposal requirements and/or change any requirement in the proposal. Amendments will be communicated to prospective offerors through an addendum to the proposal.

Amendments will also be to communicate clarifications in the scope of work, changes in submittal procedures, clarify standard terms and conditions, amend the proposed period of performance, correct unintended omissions, or change the proposal due date. In issuing the proposal addendum, Basin Transit Service Transportation District will (1) document the change in writing so there are no misunderstandings; and (2) provide the changes to offerors who were not at the conference.

Proposal addenda will contain the following elements:

1. The solicitation number of the original solicitation.
2. The addenda number.
3. An indication as to whether or not the time and date for submission of proposals contained in the original RFP is changed as a result of the amendment.
4. A form that must be signed by the offeror acknowledging receipt of the proposal

- addendum to be included in the proposal response; and
5. A statement of the changes to the RFP.

Proposal addenda will be sent to every firm that has been furnished the original solicitation or who attended the pre-proposal conference.

H. Proposal Opening

All proposals must be received by Basin Transit Service Transportation District no later than the date and time specified in the proposal documents. Late proposals will remain unopened and will be returned to the offeror. Such proposals will be considered “late” proposals and will not be considered by the evaluation committee.

I. Proposal Review and Evaluation

1. Time Period for Evaluation

The primary procurement officer will distribute copies of the proposal, along with an evaluation form, to each member of the proposal review committee. The timetable for review will be established by the primary procurement officer and may vary depending upon the complexity of the procurement. In all instances, the evaluation committee will complete their review within 30 days after receipt of proposals.

2. Evaluation Procedures

The primary procurement officer will determine the most appropriate means of evaluation. In a simple evaluation process, price is included in the list of evaluation factors identified in the Request for Proposals and is considered in the evaluation of the proposal. In a qualifications-based evaluation process, costs will be submitted by the proposers in a separate, sealed envelope and will not be considered by the evaluation committee until the firm or firms most qualified to perform the work is determined.

a. Simple Evaluation

Depending on the complexity and scale of the procurement, the primary procurement officer, with the concurrence of the General Manager or designate representative, the primary procurement officer may elect to follow simple evaluation procedures. Price is a component of the proposer’s submission and is considered, along with other factors, in the evaluation of proposals.

Each evaluation committee members shall receive an evaluation tabulation sheet, listing the specific factors, scores, and/or weights to be used in the evaluation of proposals. Each committee member shall receive a copy of all proposals and sufficient evaluation sheets to conduct the review. Committee members shall review proposals in private, independent from other staff and/or evaluation committee members. Reviewers will not discuss their evaluation with any other committee members.

Completed and signed evaluation forms will be submitted to the primary procurement officer.

The primary procurement officer will tabulate all reviews, summarizing the individual score for each evaluation factor and the total proposal score judged by each reviewer.

A meeting will be held following individual proposal scoring. All members of the evaluation committee will discuss the scoring, and based on the numerical scores, concur in the ranking of submissions, from first to last.

If, in the opinion of a majority of the members of the evaluation committee, the highest ranked proposal is sufficiently distinguished from other submissions, no further evaluation may be needed. In this case, the primary procurement officer will prepare a written recommendation for award of the contract to the highest ranked proposer. After the concurrence of the General Manager or designate representative the recommendation will be submitted for approval to the Basin Transit Service Transportation District Board of Directors.

In event of a tie, or in the event the evaluation committee is unable to reach agreement on the highest ranked firm, the evaluation committee may determine that oral interviews with the top ranked firms within the competitive range are necessary in order to make a final decision.

b. Qualifications Based Evaluation

When the procurement of professional services involves architectural/engineering services as defined in 40 U.S.C. §541 and 49 U.S.C. §5325(d), Basin Transit Service Transportation District will use a qualifications-based proposal evaluation method. This method of procurement will be used for all construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related professional services. In this method of evaluation, Basin Transit Service Transportation District will follow the procedures outlined below:

1. The RFP shall specifically state that the Basin Transit Service Transportation District will use a qualifications-based evaluation process consistent with the requirements of the Brooks Act.
2. Basin Transit Service Transportation District will solicit proposal responses that requires potential respondents to offer only their technical approach and qualifications to undertake the project. Price will be excluded as an evaluation factor.
3. Basin Transit Service Transportation District will evaluate the proposal submissions consistent with Section 3.3.2.9.2.1 of this policy.
4. The evaluation committee will identify the top ranked firm.
5. The General Manager or designate representative will begin price negotiation with the top ranked firm. If these negotiations are successful, the recommendation to award the contract to the top ranked firm will be submitted for approval to the Basin Transit Service Transportation District Board of Directors.

If negotiations with the top ranked firm fail to reach an acceptable price, General Manager or designate representative will begin negotiation with the next highest ranked proposer. The

process will continue with successively ranked proposer until such time as a satisfactory price is negotiated.

J. Proposal Negotiation

Basin Transit Service Transportation District may accept one of the initial proposals if it can be clearly demonstrated that acceptance of the most favorable initial proposal without discussion would result in a fair and reasonable price. The RFP will contain a notice that award may be made without discussion of proposals received, and that proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

Basin Transit Service Transportation District may elect to enter into negotiations with offerors whose proposal is found to be in the competitive range. Negotiation is a procedure that permits bargaining and usually affords offerors an opportunity to revise their offers before award of a contract. If negotiation is used, any oral or written discussion/communication between the primary procurement officer and the offeror will be documented in writing. Discussions with offerors may:

1. Involves information essential for determining the acceptability of a proposal; or
2. Provides the offeror an opportunity to revise or modify its proposal.

The purpose of the negotiation is to ensure that the best offer is provided to Basin Transit Service Transportation District. All responsible offerors whose proposals are determined to be within the competitive range will be included in discussions and negotiations of proposal awards. Only those offerors whose proposals are determined to be so deficient or so out of line as to preclude meaningful negotiation need be eliminated from the competitive range.

The competitive range can consist of those offerors whose proposals have a reasonable chance of being selected for award (i.e., proposals that are acceptable as submitted or can be made acceptable through modification in the negotiation process). The evaluation committee will be assigned responsibility for determining which proposals are in the competitive range. Cost/price and other technical factors may be used in this determination.

At the conclusion of proposal discussion with offerors found to be in the competitive range, Basin Transit Service Transportation District will determine whether or not the discussion process has resulted in a material change to the scope of work or that all issues have been resolved to the satisfaction of the evaluation of the committee. At this time, Basin Transit Service Transportation District will solicit the offerors' best and final offer. In this process each offeror in the competitive range will be given the opportunity to submit a revised proposal, or section of proposal affected by the change in scope. These revisions will constitute the offeror's best and final offer. The evaluation process will conclude based on this submission.

If, during the initial evaluation process, the evaluation committee finds that a proposal contains a minor irregularity, clerical errors, or other minor informality, Basin Transit Service

Transportation District may seek a clarification of the proposal. Clarification of a proposal will be done with only that offeror whose proposal contains the error.

At some point during the negotiation process, a decision is made that all out-standing issues have been resolved to the satisfaction of the parties involved. This is the time to formally conclude the discussions by requesting that each offeror remaining in the competitive range submit its best and final offer

K. Proposal Withdrawal

Basin Transit Service Transportation District will permit proposers to withdraw or modify their proposals up to the date and time stated in the RFP as the deadline for submission of proposals. After this date and time, proposals shall be firm and binding and cannot be withdrawn for a period of sixty (60) days after submission. This fact will be clearly stated in the RFP.

L. Notification to Unsuccessful Proposers

Once a contract is awarded to the selected offeror, Basin Transit Service Transportation District will communicate in writing to all unsuccessful offerors. This communication will occur in writing within seven (7) days after award by the Basin Transit Service Transportation District Board of Directors. The communication may include the name of the successful offeror and the rationale for award to that offeror.

3.4 Non-Competitive Negotiation or Sole Source Awards

Sole source procurements are the done by soliciting offers from only a single source or, after solicitation from a number of sources, competition is determined inadequate.

Basin Transit Service Transportation District will only use this method of procurement under the following circumstances:

1. The item to be procured in determined to only be available from a single source.
2. A public emergency exists that dictates the immediate procurement of the good or service within timeframes that cannot be accomplished using a competitive solicitation.
3. Basin Transit Service Transportation District is specifically authorized by a grantor agency to use non-competitive negotiation.
4. After solicitation using competitive means, Basin Transit Service Transportation District determines that there is insufficient competition.

In sole source procurement of capital items, Basin Transit Service Transportation District will document its procurements records specifically noting that the manufacturer or supplier is the only source for the item and that the price of the item is no higher than the price paid for the item by similar customers. When conducting sole source procurements, Basin Transit Service Transportation District will conduct a cost analysis of the price quoted by the supplier prior to concluding the procurement.

3.5 Intergovernmental Procurements

Where feasible, Basin Transit Service Transportation District will seek to use state purchasing agreements or other type of intergovernmental procurements strategies in the procurement of goods or services

When such opportunities are found to exist, Basin Transit Service Transportation District will evaluate the following factors prior to purchase to determine that:

1. The contract is still in effect or can be modified by the awarding agency to permit sufficient lead time to make the required deliveries to Basin Transit Service Transportation District.
2. The specifications in the existing contract will meet your needs of Basin Transit Service Transportation District.
3. The terms and conditions of the contract are acceptable to Basin Transit Service Transportation District with respect to warranty provisions, insurance requirements, etc.
4. The requirements needed by Basin Transit Service Transportation District are not beyond the scope of the existing contract, creating a sole-source (noncompetitive) add-on to the contract.
5. The contract was awarded competitively, either through sealed bids or competitive proposals. If the original contract was awarded under a sole source procurement, Basin Transit Service Transportation District will treat the procurement as a sole source and follow the procedures in Section 3.4 of this policy.

3.6 Joint Procurements

Basin Transit Service Transportation District may also elect to participate in joint procurements with other recipients of financial assistance awarded under the Federal Transit Administration in order to achieve efficiencies in procurement actions and to obtain better pricing through the purchase of larger quantities. Basin Transit Service Transportation District will ensure that all Federal requirements, required clauses and certifications are properly followed and included in the resulting joint solicitation and contract documents.

Basin Transit Service Transportation District may also acquire goods or services from other FTA grantees through the assignment of contractual rights to participate in the contract. If using this process (also known as piggybacking), Basin Transit Service Transportation District will conduct a cost and price analysis to ensure that the price is fair and reasonable.

3.7 Excess or Surplus Federal Property

Basin Transit Service Transportation District will examine current documents regarding the availability of excess Federal property in lieu of purchasing new equipment and property whenever such use is feasible and reduces costs.

POLICY 13.4 - E-COMMERCE

Basin Transit Service Transportation District may utilize electronic methods to conduct all or part of any of its procurement actions. The list of e-commerce strategies includes, but is not necessarily limited to:

1. Transmission of purchase documents, including:
 - a. Request for quotes
 - b. Copies of IFBs
 - c. Copies of RFPs
2. Issuance of clarifications or amendments to the specifications.
3. Issuance of pre-bid or pre-proposal conference summaries.

In all instances of electronic means of communication, Basin Transit Service Transportation District will ensure that all vendors on the qualifications list, any vendor who requested a copy of the procurement's documents, or any vendor who participated in a pre-bid or pre-proposal conference receives the electronic communication.

Use of e-commerce strategies will not relieve Basin Transit Service Transportation District from any responsibility of ensure full and open competition in its procurement actions.

POLICY 13.5 – CONTRACT COST AND PRICE ANALYSIS

Basin Transit Service Transportation District will conduct a cost or price analysis on its procurement in accordance with the following procedures.

13.5.1 Cost Analysis

A cost analysis entails the review and evaluation of the separate cost elements and the proposed profit of an offeror's cost or pricing data and the judgmental factors applied in estimating the costs. Basin Transit Service Transportation District will conduct a cost analysis to form an opinion on the degree to which the proposed cost, including profit, represents what the performance of the contract should cost, assuming reasonable economy and efficiency.

13.5.2 Price Analysis

A price analysis involves examining and evaluating a proposed price without evaluating its separate cost and profit elements. Price analysis is based essentially on data that is verifiable independently from the offeror's data.

13.5.3 Price Analysis for Micro and Small Purchases

For micro and small purchases, the General Manager or designated representative will review that the price paid for the good or item is fair and reasonable based on a review of catalog prices (paper documents or web documents), market prices determined from written or oral quotes, regulated prices (e.g., utilities, etc.) or other similar means.

13.5.4 Cost or Price Analysis for Competitive Procurements

Basin Transit Service Transportation District will conduct formal cost or price analyses on procurements over \$250,000 undertaken through competitive means (Section 3.3 of this policy). The purpose of this analysis will be to ensure that the agency does pay excessive or unreasonably high rates for the goods and services being procured. Identification of excessively

low costs or prices will be used to determine whether or not an offeror has made a mistake or has misunderstood the specifications.

13.5.5 Price Analysis Procedures

Prior to undertaking the procurement, Basin Transit Service Transportation District will develop an independent estimate of the proper price level for the supplies or services to be purchased. The estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of such items as drawings, specifications, and prior data (such as cost data from prior procurements). The estimate can then assist in a determination of reasonableness or unreasonableness of price.

In addition to comparison with the price estimate, Basin Transit Service Transportation District will use the following additional factors to evaluate the reasonable of the proposed price:

1. Comparison of proposed prices received in response to the solicitation.
2. Comparison with competitive, published price lists, published market price of commodities, similar indexes, and discount or rebate arrangements.
3. Comparison of prices received with prior procurement actions for the same or similar end items.

Basin Transit Service Transportation District may acknowledge prior price comparisons may be affected by:

1. Changes in economic conditions between the times of the two procurements.
 - a. Differences in quantities.
 - b. Inclusion of nonrecurring cost in the prices, such as design, capital equipment, production Facilities, etc. (to make a fair comparison, nonrecurring costs can be removed from both prices)

13.5.6 Cost Analysis Procedures

Basin Transit Service Transportation District will conduct a cost analysis the procurement requires the offeror to submit the elements of the estimated cost (e.g., professional services contracts, A/E contracts, etc.). The goal of the cost analysis is to determine whether the offeror's estimate contains an accurate and reasonable prediction of the cost incurred during performance. The contract price will be figured by adding a rate of profit that is determined to be fair.

Basin Transit Service Transportation District may use the following common cost analysis techniques ion the conduct of this analysis:

1. Verification of cost or pricing data and evaluation of cost elements, examining the following:
 - a. Necessity for and reasonableness of proposed costs, including allowances for contingencies.

- b. Projection of offeror's cost trends on the basis of current and historical cost or pricing data.
 - c. Technical appraisal of estimated labor, material, tooling, facilities requirements and reasonableness of scrap and spoilage factors; and
 - d. Application of audited or negotiated indirect cost rates, labor rates, etc.
- 2. Evaluation of the effect of the offeror's current practices on future costs. This ensures that the effects of inefficient or uneconomical past practices are not projected into the future.
- 3. Comparison of the individual cost elements proposed with the following:
 - a. Actual costs previously incurred by the same offeror.
 - b. Previous cost estimates from the offeror or other offerors for the same or similar items.
 - c. Other cost estimates received in response to a specific request by Basin Transit Service Transportation District.
 - d. Elements of the independent cost estimates by Basin Transit Service Transportation District.
 - e. Verification that the offeror's cost elements are in accordance with Federal cost principles and procedures as found in FAR 31.

To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

13.5.7 Cost Analysis for Sole Source Procurements

The procedures outlined in Section 5.4.2 will be used in any sole source procurement or when Basin Transit Service Transportation District determines there is inadequate price competition after the conduct of a competitive procurement.

13.5.8 Use of Federal Cost Principles

In conducting cost or price analyses, the costs considered must conform to the principles for allowability established under Federal Acquisition Regulations (FAR) as defined in 49 CFR part 18.22 and 49 CFR part 18.31.

POLICY 6.0 – CONTRACT ACTIONS

13.6.1 Offer and Acceptance

When Basin Transit Service Transportation District is in full agreement with all of the terms and conditions of the offer, an offer and acceptance form may be used as the awarding document. The offer and acceptance form will be signed and dated by an individual authorized to contractually bind the agency to a contract agreement. Offer and acceptance procedures are generally appropriate for competitive bidding and competitive negotiation procurements where no changes to the offeror's proposal were made.

13.6.2 Bilateral Contract

In cases where there have been changes to the RFP terms or the proposal terms during the course of discussions and negotiations with the offerors, Basin Transit Service Transportation District will develop issue a written notice of award by letter to the successful offeror and indicate that bilateral contract document will be forthcoming. The bilateral contract would incorporate the final negotiated terms and conditions, including price, specifications, warranty provisions, etc. Basin Transit Service Transportation District and the successful offeror will sign and date the agreement.

13.6.3 Standard Provisions in All Contracts

Basin Transit Service Transportation District will develop the bilateral contract document. The document will be sufficiently detailed to include all provisions to define a sound and complete agreement. All bilateral contracts developed will contain provisions relative to the resolution of administrative, contractual, or legal remedies where contractors violate or breach the terms and conditions of the contract and what sanctions and/or penalties may be rendered for such breach. Additionally, all contracts executed in excess of \$10,000 shall include termination for cause and for convenience clauses and the basis for settlement of claims in the event of termination.

Basin Transit Service Transportation District shall include all applicable third-party terms and conditions in all contracts as indicated in Appendix A, Federal Procurement – Part 1.

13.6.4 Contract Options

Basin Transit Service Transportation District may elect, when in the best interest of the agency, to include options in its procurement contracts. An option permits Basin Transit Service Transportation District the right to purchase additional equipment, supplies, or services called for under the terms and conditions of the contract, or to extend the term of the contract. When options are used, Basin Transit Service Transportation District will follow these procedures:

1. Option quantities and the time period in which to use options will be clearly specified in procurement documents and in the contract.
2. Exercise of an option will be done in accordance with all the terms and conditions of the initial contract.
3. Basin Transit Service Transportation District has determined that the option price is better than prices available in the marketplace at the time the option is being considered.

13.6.5 Payment Provisions

Basin Transit Service Transportation District will make payments to contractors following completion or delivery of the good or service to be provided. Payment following delivery of goods is subject to the inspection and acceptance of the good prior to issuance of payment.

For professional services contracts, Basin Transit Service Transportation District may render progress payments to the contractor based on a payment schedule mutually agreed upon by the Basin Transit Service Transportation District and the professional services firm. Acceptable basis for determining the amount of the progress payment may include:

1. Actual cost incurred during the period.
2. Percentage of satisfactory completion of the technical elements of the scope of work, based on the level of effort required for each work element.

Progress payments will only be made when adequate progress is documents, in the form of completed products or by submission and acceptance of written progress reports demonstrating effort on the project.

13.6.6 Contract Award Announcements

If Basin Transit Service Transportation District intends to award a contract that has an aggregate value of \$500,000 or more, you are required to comply with the contract award announcement provision noted above. Public announcements may include press releases, announcements in public meetings, Internet postings and publicly released documents.

13.6.7 Prohibited Actions

Basin Transit Service Transportation District will not use “cost plus percentage of cost” or “percentage of construction costs” as a payment mechanism or mechanism to render payments to contractors.

Basin Transit Service Transportation District will not issue advance payments to contractors.

13.6.8 Leasing

Provider will conduct an analysis of purchase costs versus lease costs to ensure the most economical approach is pursued. A lease may also be undertaken if the 1) item to be procured is needed on an emergency basis, 2) there are no capital funds available to purchase the item, 3) item will be used for a demonstration project, or 4) item is needed while the Provider is undertaking a formal procurement of the item. Leasing of capital equipment is only eligible as an operating expense, and 5) must meet the following criteria:

1. The total cost of the item including all lease payments is greater than \$5,000.
2. Ownership of property is not transferred to the PROVIDER at the end of the lease term as a term of the agreement.
3. The lease does not contain a bargain purchase option. A bargain purchase option is the lessee’s option to purchase the leased item at the end of the lease is set at a sufficiently low price as to make the purchase almost certain. Typically, this price is far below market value of the leased item as determined at the end of the lease term.
4. The lease is for a term that is less than 75% of the estimated useful life of the lease property.

POLICY 7.0 – WRITTEN HISTORY OF PROCUREMENT

Basin Transit Service Transportation District will maintain a written history of every procurement action. At a minimum, the following items will be documented in the procurement file:

1. Rational for the method of procurement chosen.
2. Selection of the contract type.
3. Reasons for the contractor selection/rejection.
4. Basis for the contract price.
5. Documentation of any other significant activities of the procurement.

POLICY 13.8 – DISPUTES AND PROTESTS

13.8.1 Disputes

Basin Transit Service Transportation District will work with contractors and vendors to resolve disputes arising from its procurement of goods and services. If such disputes cannot be resolved through negotiation between the vendor and the General Manager the Board of Directors may render a decision on the matter.

Nothing in this policy mitigates the right of the vendor to seek legal remedy in a court of competent jurisdiction.

Basin Transit Service Transportation District may seek the assistance of the grantor agency in resolving disputes.

13.8.2 Protests

Protests will only be accepted by Basin Transit Service Transportation District from prospective bidders or bidders whose direct economic interest would be affected by the award of a contract or refusal to award a contract. Basin Transit Service Transportation District will consider all such protests, whether submitted before or after the award of a contract. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged.
2. Provide name, address and telephone numbers of protestor.
3. Identification of the solicitation or contract number.
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
5. Provide a statement as to what relief is requested.

13.8.3 Protests Prior to Award

Protests before award must be submitted within the time frame specified below. If the written protest is not received by the time specified, the bid or evaluation process shall continue.

Protests addressing the adequacy of the Invitation to Bid or request for proposal, including the pre-award procedure, the Instruction to Bidders, General terms and conditions, specifications and scope of work, must be filed with Basin Transit Service Transportation District Transportation District not less than fourteen (14) full working days before bid opening or date of receipt for proposals. Thereafter, all issues and appeals are deemed waived by all interested parties.

Upon receipt of the written protest, Basin Transit Service Transportation District Transportation District will determine if the bid opening or date of receipt for proposals should be postponed. If the bid opening or due date is postponed, an appropriate addendum will be issued regarding a rescheduling of the bid opening.

Any protest may be withdrawn at any time before Basin Transit Service Transportation District has issued its decision.

13.8.4 Protests after Bid Opening/Receipt of Proposals

Any party aggrieved by an award of a contract may protest to the Basin Transit Service Transportation District Board of Directors, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The Chairman of the Basin Transit Service Transportation District Transportation District Board of Directors is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than 30 days after bid opening or the receipt of proposals shall not be considered.

In the absence of a settlement, the Chairman shall make his or her decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

The written decision of the Chairman shall be final, binding, and conclusive on the parties. Protests should be transmitted to:

Chairman, Basin Transit Service Transportation District Transportation District Board of Directors

Basin Transit Service Transportation District Transportation District
1130 Adams Street
Klamath Falls, Oregon, 97601

Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that Basin Transit Service Transportation District does not have, or is failing to follow, written protest procedures.

POLICY 13.9 – BONDING REQUIREMENTS

For all construction of facility projects that are projected to be in excess of \$150,000, Basin Transit Service Transportation District will require:

1. A bid bond or other suitable guarantee from each bidder equivalent to five (5%) percent of the bid price. The "bid guarantee" will consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from contractors are as follows:
 - a. 50% of the contract price if the contract price is not more than \$1 million.
 - b. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - c. \$2.5 million if the contract price is more than \$5 million.

POLICY 13.10 – LIQUIDATED DAMAGES

Basin Transit Service Transportation District will assess the impact of each contract and the consequences for failure of a contractor to complete the project if it is determined the agency will suffer damages and the extent or amount of damages would be difficult or impossible to determine. The assessment of damages will be set at a specific rate per day for each day overrun in the contract period of performance. The General Manager or designate representative will determine the level of damages to be assessed per day, based on the scope of the project.

POLICY 13.11 - References

In addition to this policy, Basin Transit Service Transportation District will consult with the following documents to obtain additional details, practices, and procedures governing procurement actions:

FTA Circular 4220.1F, dated March 18, 2013

FTA's Best Practices Procurement Manual October 2016

Oregon Procurement Statutes-OAR's and ORS's

Oregon Department of Transportation, Rail and Transit Division

APPENDIX A

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims (aka, Program Fraud and False or Fraudulent Statements and Related Acts)	All	All	All	All	All
Access to Third Party Contract Records (aka, Access to Records and Reports)	All	All	All	All	All
Changes to Federal Requirements (aka, Notice to Third Party Participants)	All	All	All	All	All
Americans with Disabilities Act (ADA) Access	A&E	All	All	All	All
Civil Rights (to include EEO, ADA, Title VI language)	All	All	All	All	All
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Energy Conservation	All	All	All	All	All
Safe Operation of Motor Vehicles: Seat Belt Use Distracted Driving	All	All	All	All	All
Prohibition on Certain Telecommunication Equipment	All	All	All	All	All
Federal Tax Liability and Recent Felony Convictions	All	All	All	All	All
Trafficking in Persons	All	All	All	All	All
Prompt Payment	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Solid Wastes (aka Solid Waste Disposal Act and Recovered Materials)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000

APPENDIX A - Continued

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Termination (including for cause or convenience)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Special DOL EEO clause for construction projects				>\$10,000	
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs				
Lobbying (clause plus certification required)	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Buy America and Build America, Buy America (aka Buy America Requirements) (certification also required if purchasing covered products)			>\$150,000	>\$150,000	>\$150,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.				
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Davis-Bacon Act				>\$2,000 (also ferries).	
Copeland Anti-Kickback Act Sections 1-2				All > \$2,000 (also ferries).	
Veterans Preference				>\$150,000	

APPENDIX A - Continued

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Contract Work Hours and Safety Standards Act		>\$100,000 (if involving mechanics).	>\$100,000	>\$100,000 (also ferries).	
Bonding				>\$250,000	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug and Alcohol Use and Testing		Transit operations.			
Patent Rights and Rights in Data and Copyrights	Research & Development projects only				
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Bus Testing			All		
Air Pollution and Fuel Economy			All		
Pre-Award and Post-Delivery Audits of Rolling Stock Purchases			All		

**SECTION 13 – PART 2: PROCUREMENT POLICY – STATE PROCUREMENT
TABLE OF CONTENTS**

		<u>Page</u>
POLICY 13.12	STATEMENT OF PURPOSE	33
POLICY 13.13	Oregon Public Contracting Code do Not Apply To the Following Class of Contracts	33
13.13.1	Between Governments	33
13.13.2	Grants	33
13.13.3	Legal Witnesses and Consultants	34
13.13.4	Real Property	34
13.13.5	Textbooks	34
13.13.6	Oregon Corrections Enterprises	34
13.13.7	Finance	34
13.13.8	Employee Benefits	34
13.13.9	Exempt Under State Laws	35
13.13.10	Federal Law	35
POLICY 13.14	Regulation by Basin Transit Service Transportation District	35
13.14.1	Solicitation Methods Applicable to contracts	35
13.14.2	Brand Name Specifications	35
13.14.4	Electronic Advertisement of Public Contracts	35
13.14.5	Appeals of Debarment and Prequalification Decisions	35
13.14.6	Rulemaking	35
13.14.7	Award	36
POLICY 13.15	Model Rules	36
POLICY 13.16	Authority of General Manager	36
13.16.1	General Manager Authority	36
13.16.2	Solicitation Preferences	36
13.16.3	Delegation of General Manager’s Authority	36
13.16.4	Mandatory Review of Rules	37
POLICY 13.17	Contract Definitions	37
POLICY 13.18	Process for Approval of Special Solicitations	
13.18.1	Authority of Basin Transit Service Transportation District Board of Directors	41
13.18.2	Basis for Approvals	41
13.18.3	Hearing	41

13.18.4	Special Requirement for Public Improvement Contracts	42
13.18.5	Commencement of Solicitation Prior to Approval	42
POLICY 13.19	Solicitation Methods for Classes of Contracts	
13.19.1	Purchases from Nonprofit Agencies for Disabled Individuals	42
13.19.2	Public Improvement Contracts	42
13.19.3	Any Personal Services Contracts	43
13.19.4	Hybrid Contracts	44
13.19.5	Contracts for Goods and Services	45
13.19.6	Contracts Subject to Award at General Manager's Discretion	45
13.19.7	Contracts Required by Emergency Circumstances	47
13.19.8	Federal Purchasing Programs	47
13.19.9	Cooperative Procurement Contracts	48
POLICY 13.20	Informal Solicitation Procedures	
13.20.1	Solicitation of Offers	48
13.20.2	Award	48
13.20.3	Records	48
POLICY 13.21	Qualified Pools	
13.21.1	General	49
13.21.2	Advertisement	49
13.21.3	Contents of Solicitation	49
13.21.4	Contract	49
13.21.5	Use of Qualified Pools	49
13.21.6	Amendment and Termination	50
13.21.7	Protest of Failure to Qualify	50
POLICY 13.22	Use of Brand Names for Public Improvements	
13.22.1	General	50
13.22.2	Authority of the General Manager	50
13.22.3	Brand Name or Equivalent	50
POLICY 13.23	Bid Performance and Payment Bonds	
13.23.1	General Manager May Require Bonds	51
13.23.2	Bid Security	51
13.23.3	Design/Build Contracts	52
13.23.4	Construction Manager/General Contractor Contracts	52
13.23.5	Surety; Obligation	52
13.23.6	Emergencies	52

POLICY 13.24	Electronic Advertisement of Public Contracts	24
POLICY 13.25	Appeal of Debarment or Prequalification Decision	
13.25.1	Right to Hearing	53
13.25.2	Filing of Appeal	53
13.25.3	Notification of the Board of Directors	53
13.25.4	Hearing	53
13.25.5	Decision	54
13.25.6	Costs	54
13.25.7	Judicial Review	54
POLICY 13.26	Additional Authority for District Purchasing and Contracting	54
POLICY 13.27	Concession Agreement	
13.27.1	General	54
13.27.2	Classes of Contracts Eligible for Award Without Competition	54
13.27.3	Contracts Under \$5,000	54
13.27.4	Single Event Concessions	54
13.27.5	Competitive Award	55
13.27.6	Small Concessions	55
13.27.7	Major Concessions	55
POLICY 13.20	Surplus Property	
13.28.1	General Methods	55
13.28.2	Disposal of Property with Minimal Value	56
13.28.3	Disposal Vehicle by Donation	56
13.28.4	Personal Use Items	56
13.28.5	Restrict on Sale to District Elected Official, Management and Employees	56
13.28.6	Conveyance to Purchaser	57

State Procurement

Policy 13.12 Statement of Purpose

It is the policy of Basin Transit Service Transportation District (also known herein as the “District”) in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

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

In furtherance of the purpose of the objectives set forth, it is Basin Transit Service Transportation District’s intent that Basin Transit Service Transportation District’s Public Contracting Regulations be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C; and the provisions of Resolution 2005-01 and all rules adopted under this resolution may be cited as the Basin Transit Service Transportation District’s Public Contracting Regulations.

Policy 13.13 In accordance with ORS 279A.025, Basin Transit Service Transportation District Transportation District contracting regulations and the Oregon Public Contracting Code do not apply to the following classes of contracts.

13.13.1 Between Governments

Contracts between Basin Transit Service Transportation District and a public body or agency of the State of Oregon or its political subdivisions, or between Basin Transit Service Transportation District and an agency of the federal government.

13.13.2 Grants

A grant contract is an agreement under which Basin Transit Service Transportation District is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. The making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code; however, any grant made by Basin Transit Service Transportation District for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and these regulations.

13.13.3 Legal Witnesses and Consultants

Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which Basin Transit Service Transportation District is or may become interested.

13.13.4 Real Property

Acquisitions or disposals of real property or interests in real property.

13.13.5 Textbooks

Contracts for the procurement or distribution of textbooks.

13.13.6 Oregon Corrections Enterprises

Procurements from an Oregon corrections enterprises program.

13.13.7 Finance

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

1. The incurring of debt by Basin Transit Service Transportation District, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
2. The making of program loans and similar extensions or advances of funds, aid or assistance by Basin Transit Service Transportation District to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements.
3. The investment of funds by Basin Transit Service Transportation District as authorized by law, or
4. Banking, money management or other predominantly financial transactions of Basin Transit Service Transportation District that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the General Manager.

13.13.7 Employee Benefits

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

13.13.8 Exempt Under State Laws

Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.

13.13.10 Federal Law

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

Policy 13.14 Regulations by Basin Transit Service Transportation District Transportation District.

Except as expressly delegated under these regulations, Basin Transit Service Transportation District reserves to itself the exercise of all of the duties and authority of a contract review board *and a contracting agency* under state law, including, but not limited to, the power and authority to:

13.14.1 Solicitation Methods Applicable to Contracts

Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts.

13.14.2 Brand Name Specifications

Exempt the use of brand name specifications for public improvement contracts.

13.14.3 Waiver of Performance and Payment Bonds

Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement, other than in cases of emergencies.

13.14.4 Electronic Advertisement of Public Contracts

Authorize the use of electronic advertisements for public contracts in lieu of publication in a newspaper of general circulation.

13.14.5 Appeals of Debarment and Prequalification Decisions

Hear properly filed appeals of the General Manager's determination of debarment or concerning prequalification.

13.14.6 Rulemaking

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

13.14.7 Award

Award all contracts that exceed the authority of the General Manager.

Policy 13.15 Model Rules

The Model Rules adopted by the Attorney General under ORS 279A.065 (Model Rules) are hereby adopted as the public contracting rules for Basin Transit Service Transportation District, to the extent that the Model Rules do not conflict with the provisions of this resolution including any amendments to this resolution, and *further provided that*, despite the provisions of the Model Rules concerning the selection of architects, engineers, land surveyors and related consultants, Basin Transit Service Transportation District's evaluation of architects, engineers, land surveyors and related consultants may include price as a dominant criterion for selection.

Policy 13.16 Authority of General Manager

13.16.1 General Manager Authority

The General Manager shall be the purchasing agent for Basin Transit Service Transportation District and is hereby authorized to issue all solicitations and to award all Basin Transit Service Transportation District Transportation District contracts for which the contract price does not exceed \$250,000. Subject to the provisions of this provision, the General Manager may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for Basin Transit Service Transportation District Transportation District's contracting needs. The General Manager shall hear all solicitation and award protests.

13.16.2 Solicitation Preferences

When possible, the General Manager shall use solicitation documents and evaluation criteria that:

- (1) Give preference to goods and services that have been manufactured or produced in the State of Oregon if price, fitness, availability and quality are otherwise equal; and
- (2) Give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for non-recycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from non-recycled products.

13.16.3 Delegation of General Manager's Authority

Any of the responsibilities or authorities of the General Manager under this policy may be delegated and sub-delegated by written directive.

13.16.4 Mandatory Review of Rules

Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its Model Rules, the General Manager shall review the Public Contracting Regulations, other than the Model Rules, and recommend to Basin Transit Service Transportation District any modifications required to ensure compliance with statutory changes.

Policy 13.17 Contracts Definitions

The following terms used in this policy shall have the meanings set forth below.

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

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

Concession agreement - means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by Basin Transit Service Transportation District, and under which the concessionaire makes payments to Basin Transit Service Transportation District based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

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

Contract review board or local contract review board - means Basin Transit Service Transportation District Board of Directors.

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

Debarment - means a declaration by Basin Transit Service Transportation District under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for Basin Transit Service Transportation District's public contracts for a prescribed period of time.

Disposal - means any arrangement for the transfer of property by Basin Transit Service Transportation District under which Basin Transit Service Transportation District relinquishes ownership.

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

Energy savings performance contract - means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

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

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

Informal solicitation - means a solicitation made in accordance with Basin Transit Service Transportation District's Public Contracting Regulations to a limited number of potential contractors, in which the General Manager attempts to obtain at least three written quotes or proposals.

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

Model Rules - means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Offeror - means a person who submits a bid, quote or proposal to enter into a public contract with Basin Transit Service Transportation District.

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

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

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

Personal services contract - means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment

skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants, insurance agents, landscapers, and property managers. The Board of Directors shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

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

Public improvement - means a project for construction, reconstruction or major renovation on real property by or for Basin Transit Service Transportation District. "Public improvement" does not include:

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

Purchasing Manager - means the General Manager or designee appointed by the Board of Directors to exercise the authority of the Purchasing Manager under these public contracting regulations.

Qualified pool - means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services. This shall include the use of a qualified pool established by the City of Klamath Falls or Klamath County.

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

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

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

Solicitation - means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to Basin Transit Service Transportation District with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which Basin Transit Service

Transportation District requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent - means with respect to a particular solicitation or contract, the General Manager charged with responsibility for conducting the solicitation and making an award or making a recommendation on award to the Board of Directors.

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

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

- (1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities.
- (2) A satisfactory record of performance. The General Manager shall document the record of performance of an offeror if the General Manager finds the offeror to be not responsible under this paragraph.
- (3) A satisfactory record of integrity. The General Manager shall document the record of integrity of an offeror if the General Manager finds the offeror to be not responsible under this paragraph.
- (4) Qualified legally to contract with Basin Transit Service Transportation District.
- (5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the General Manager concerning responsibility, the General Manager shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and
- (6) Not been debarred by Basin Transit Service Transportation District, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

Surplus property means personal property owned by Basin Transit Service Transportation District which is no longer needed for use by the department to which such property has been assigned.

Policy 13.18 Process for Approval of Special Solicitation

13.18.1 Authority of Basin Transit Service Transportation District Board of Directors

In its capacity as contract review board for Basin Transit Service Transportation District, the Board of Directors, upon its own initiative, or upon request of the General Manager, 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 6.

13.18.2 Basis for Approval

The approval of a special solicitation method or exemption from competition must be based upon a record before the Board of Directors that contains the following:

- (1) The nature of the contract or class of contracts for which the special solicitation or exemption is requested.
- (2) The estimated contract price or cost of the project, if relevant.
- (3) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation.
- (4) Findings to support 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.
- (5) A description of the proposed alternative contracting methods to be employed; and
- (6) The estimated date by which it would be necessary to let the contract(s).

In making a determination regarding a special selection method, Basin Transit Service Transportation District 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.

13.18.3 Hearing

1. Basin Transit Service Transportation District shall approve the special solicitation or exemption after a public hearing before the Board of Directors following notice by publication in at least one newspaper of general circulation in the District's area.

2. At the public hearing, Basin Transit Service Transportation District shall offer an opportunity for any interested party to appear and present comment.
 - a. The Board of Directors will consider the findings and may approve the exemption as proposed or as modified by the Board of Directors after providing an opportunity for public comment.

13.18.4 Special Requirements for Public Improvement Contracts

1. Notification of the public hearing for exemption of a public improvement contract, or class of public improvement contracts, shall be published in a trade newspaper of general statewide circulation at least 14 days prior to the hearing.
2. The notice shall state that the public hearing is for the purpose of taking comments on the District's draft findings for an exemption from the standard solicitation method. At the time of the notice, copies of the draft findings shall be made available to the public.

13.18.5 Commencement of Solicitation Prior to Approval

A solicitation may be issued prior to the approval of a special exemption under this section 6, provided that the closing of the solicitation may not be earlier than five days after the date of the hearing at which the Board of Directors approves the exemption. If the Board of Directors fails to approve a requested exemption or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled.

Policy 13.19 Solicitation Methods for Classes of Contracts

The following classes of public contracts and the method(s) that are approved for the award of each of the classes are hereby established by the Board of Directors.

13.19.1 Purchases from Nonprofit Agencies for Disabled Individuals

Basin Transit Service Transportation District shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS 279.835 through 279.850.

13.19.2 Public Improvement Contracts

1. Any Public Improvement

Unless otherwise provided in these regulations or approved for a special exemption, public improvement contracts in any amount may be issued under an invitation to bid.

2. Non-Transportation Public Improvements Up to \$100,000

Public improvement contracts other than contracts for a highway, bridge or other transportation project for which the estimated contract price does not exceed \$100,000 may be awarded using an informal solicitation for quotes.

3. **Transportation Public Improvements Up to \$50,000.** Contracts for which the estimated contract price does not exceed \$50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.
4. **Basin Transit Service Transportation District-Funded Privately Constructed Public Improvements.**

The District may contribute funding to a privately constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:

- a. The District's contribution to the project may not exceed 25% of the total cost of the project.
- b. The District must comply with all applicable laws concerning the reporting of the project to the Bureau of Labor and Industries as a public works project.
- c. The general contractor for the project must agree in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project.
- d. The funds contributed to the project may not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community.
- e. The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the General Manager to protect the District against defective performance and claims for payment; and
- f. The contract for construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers compensation and liability insurance and to protect and provide indemnification to Basin Transit Service Transportation District for all claims for payment, injury or property damage arising from or related to the construction of the project.

13.19.3 Personal Services Contracts.

1. Any Personal Services Contract

Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.

2. **Personal Service Contracts Not Exceeding \$150,000**
Contracts for personal services for which the estimated contract price does not exceed \$150,000 may be awarded using an informal solicitation for proposals.
3. **\$250,000 Award from Qualified Pool**
Contracts for personal services for which the estimated contract price does not exceed \$250,000 may be awarded by direct appointment without competition from a Qualified Pool.
4. **Personal Service Contracts Not Exceeding \$25,000 Per Year**
Contracts for which the General Manager estimates that payments will not exceed \$25,000 in any fiscal year or \$150,000 over the full term, including optional renewals, may be awarded under any method deemed in Basin Transit Service Transportation District's best interest by the General Manager, including by direct appointment.
5. **Personal Service Contracts for Continuation of Work**
Contracts of not more than \$150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the General Manager determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

13.19.4 Hybrid Contracts

The following classes of contracts include elements of construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.

1. **Design/Build and CM/GC Contracts.** Contracts for the construction of public improvements using a design/build or construction manager/general contractor construction method shall be awarded under a request for proposals. The determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the Board of Directors or designee, upon application of the General Manager, in which the General Manager submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the District.
2. **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification in this section 8, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the District's Public Contracting Regulations

13.19.5 Contracts for Goods and Services

1. **Any Procurement.** The procurement of goods or services, or goods and services in any amount may be made under either an invitation to bid or a request for proposals.
2. **Procurements Up to \$250,000.** The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed \$250,000 may be made under an informal solicitation for either quotes or proposals.

13.19.6 Contracts Subject to Award at General Manager's Discretion

The following classes of contracts may be awarded in any manner which the General Manager or designate representative deems appropriate to the District's needs, including by direct appointment or purchase. Except where otherwise provided the General Manager or designate representative shall make a record of the method of award.

1. **Advertising.** Contracts for the placing of notice or advertisements in any medium.
2. **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Regulations.
3. **Animals.** Contracts for the purchase of animals.
4. **Contracts Up to \$25,000.** Contracts of any type for which the contract price does not exceed \$25,000 without a record of the method of award.
5. **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.
6. **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.
7. **Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
8. **Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145.
9. **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the District.

10. **Sole Source Contracts.** Contracts for goods or services which are available from a single source may be awarded without competition.
11. **Specialty Goods for Resale.** Contracts for the purchase of specialty goods by Basin Transit Service Transportation District for resale to consumers.
12. **Sponsor Agreements.** Sponsorship agreements, under which the District receives a gift or donation in exchange for recognition of the donor.
13. **Structures.** Contracts for the disposal of structures located on District-owned property.
14. **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.
15. **Temporary Extensions or Renewals.** Contracts for a single period of one 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.
16. **Temporary Use of District-Owned Property.** Basin Transit Service Transportation District may negotiate and enter into a license, permit or other contract for the temporary use of District-owned property without using a competitive selection process if:

The contract results from an unsolicited proposal to Basin Transit Service Transportation District based on the unique attributes of the property or the unique needs of the proposer;

 - a) The proposed use of the property is consistent with Basin Transit Service Transportation District's use of the property and the public interest; and
 - b) Basin Transit Service Transportation District reserves the right to terminate the contract without penalty, in the event that Basin Transit Service Transportation District determines that the contract is no longer consistent with Basin Transit Service Transportation District's present or planned use of the property or the public interest.
17. **Used Property.** The General Manager may contract for the purchase of used property by negotiation if such property is suitable for Basin Transit Service Transportation District's needs and can be purchased for a lower cost than substantially similarly new property. 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 Basin Transit

Service Transportation District. The General Manager shall record the findings that support the purchase.

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

13.19.7 Contracts Required by Emergency Circumstances

1. **In General**

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

2. **Reporting**

The General Manager shall, as soon as possible, in light of the emergency circumstances, (1) 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 Basin Transit Service Transportation District Transportation District and the public, and (2) notify the Board of Directors of the facts and circumstances surrounding the emergency execution of the contract.

3. **Emergency Public Improvement Contracts**

A public improvement contract may only be awarded under emergency circumstances if the General Manager has made a written declaration of emergency. Any Public Improvement Contract award under emergency conditions must be awarded within 60 Days following the declaration of an emergency unless the Board of Directors grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the General Manager may waive the requirement for all or a portion of required performance and payment bonds.

13.19.8 Federal Purchasing Programs.

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

- a) The procurement must be made in accordance with procedures established by GSA for procurements by local governments, and under purchase orders or contracts submitted to and approved by the General Manager.

- b) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.
- c) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to Basin Transit Service Transportation District.
- d) If a single purchase of goods or services exceeds \$150,000, the General Manager must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing, that the goods or services offered by GSA represent the best value for Basin Transit Service Transportation District. This paragraph does not apply to the purchase of equipment manufactured or sold solely for military or law enforcement purposes.

13.19.9 Cooperative Procurement Contracts

Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

Policy 13.20 Informal Solicitation Procedures

Basin Transit Service Transportation District may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

13.20.1 Solicitation of Offers

When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the General Manager, or in any other manner which the General Manager deems suitable for obtaining competitive quotes or proposals. The General Manager shall deliver or otherwise make available to potential offerors, a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.

13.20.2 Award

The General Manager shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the General Manager shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than, or in addition to, price, the General Manager shall award the contract to the responsible offeror that will best serve the interest of Basin Transit Service Transportation District, based on the criteria for award.

13.20.3 Records

A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

POLICY 13.21 Qualified Pools

13.21.1 General

To create a qualified pool, the General Manager may invite prospective contractors to submit their qualifications to Basin Transit Service Transportation District for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements. Basin Transit Service Transportation District may also use vendors or contractors who are part of a qualified pool created by the City of Klamath Falls or Klamath County.

13.21.2 Advertisement

The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will be for a term that exceeds one year or allows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once per year and shall be posted at Basin Transit Service Transportation District's main office.

13.21.3 Contents of Solicitation

Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained, and the minimum qualifications for participation in the pool, which may include, but shall not be limited to qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are important to the contracting needs of Basin Transit Service Transportation District.

13.21.4 Contract

The operation of each qualified pool may be governed by the provisions of a pool contract to which Basin Transit Service Transportation District and all pool participants are parties. The Contract shall contain all terms required by Basin Transit Service Transportation District, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that Basin Transit Service Transportation District may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any Basin Transit Service Transportation District contract.

13.21.5 Use of Qualified Pools

Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the General Manager shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the General

Manager determines that best interests of Basin Transit Service Transportation District require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.

13.21.6 Amendment and Termination.

The General Manager may discontinue a qualified pool at any time or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.

13.21.7 Protest of Failure to Qualify. The General Manager shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the Board of Directors in the manner described in section 12.

POLICY 13.22 Use of Brand Name Specifications for Public Improvements.

13.22.1 General

Specifications for contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, except for the following reasons:

- a. It is unlikely that such exemption will encourage favoritism in the awarding of Public improvement Contracts or substantially diminish competition for Public improvement Contracts; or
- b. 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 to Basin Transit Service Transportation District; or
- c. There is only one manufacturer or seller of the product of the quality required; or
- d. Efficient utilization of existing equipment, systems or supplies requires the acquisition of compatible equipment or supplies.

13.22.2 Authority of the General Manager

The General Manager shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection

13.22.3 Brand Name or Equivalent

Nothing in this section 9 prohibits Basin Transit Service Transportation District from using a “brand name or equivalent” specification, from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product

needed by Basin Transit Service Transportation District, or from establishing a qualified product list.

POLICY 13.23 Bid, Performance and Payment Bonds.

13.23.1 General Manager May Require Bonds

The General Manager may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.

13.23.2 Bid Security

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

1. Performance Bonds

a. General

Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.

b. Contracts Involving Public Improvements

Prior to executing a contract for more than \$100,000 that includes the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of Basin Transit Service Transportation District and any public agency that is providing funding for the project for which the contract was awarded.

c. Cash-in-Lieu

The General Manager may permit the successful offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

2. Payment Bonds

a. General

Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.

b. Contracts Involving Public Improvements

Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

13.23.3 Design/Build Contracts

If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

13.23.4 Construction Manager/General Contractor Contracts

If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection A. of this section upon execution of an amendment establishing the guaranteed maximum price. Basin Transit Service Transportation District shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

13.23.5 Surety; Obligation

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

13.23.6 Emergencies

In cases of emergency, or when the interest or property of Basin Transit Service Transportation District probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of section 7.G, unless the Board of Directors requires otherwise.

POLICY 13.24 Electronic Advertisement of Public Contracts.

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

1. The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and
2. The General Manager determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in Basin Transit Service Transportation District metropolitan area and will provide costs savings for Basin Transit Service Transportation District, or that the use of electronic publication will be more effective than publication in a newspaper of general circulation in Basin Transit Service Transportation District metropolitan area in encouraging meaningful competition.

POLICY 13.25 Appeal of Debarment or Prequalification Decision

13.25.1 Right to Hearing

Any person who has been debarred from competing for Basin Transit Service Transportation District contracts or for whom prequalification has been denied, revoked, or revised may appeal Basin Transit Service Transportation District's decision to the Board of Directors as provided in this section 12.

13.25.2 Filing of Appeal

The person must file a written notice of appeal with Basin Transit Service Transportation District's General Manager within three business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.

13.25.3 Notification of the Board of Directors

Immediately upon receipt of such notice of appeal, the General Manager shall notify the Board of Directors of the appeal.

13.25.4 Hearing

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

- a. Promptly upon receipt of notice of appeal, Basin Transit Service Transportation District shall notify the appellant of the time and place of the hearing;
- b. The Board of Directors shall conduct the hearing and decide the appeal within 30 days after receiving notice of the appeal from the General Manager; and
- c. At the hearing, the Board of Directors shall consider de novo 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.

13.25.5 Decision

The Board of Directors shall set forth in writing the reasons for the decision.

13.25.6 Costs

The Board of Directors may allocate Board of Director's costs for the hearing between the appellant and Basin Transit Service Transportation District. The allocation shall be based upon facts found by the Board of Directors and stated in the Board of Director's decision that, in the Board of Director's opinion, warrant such allocation of costs. If the Board of Directors does not allocate costs, the costs shall be paid as by the appellant, if the decision is upheld, or by the Board of Directors, if the decision is overturned.

13.25.7 Judicial Review

The decision of the Board of Directors may be reviewed only upon a petition in the circuit court of Klamath County filed within 10 days after the date of the Board of Director's decision.

POLICY 13.26 Additional Authority for District Purchasing and Contracting

In the event of the inability (or absence) of the General Manager to exercise the purchasing and contracting authority contained herein, the Board of Directors may act with all authority to make purchases or enter into contracts on behalf of Basin Transit Service Transportation District Transportation District and/or designate any other person of their choosing to exercise such authority.

POLICY 13.27 Concession Agreements

13.27.1 General

No part of a Concession Agreement shall contain or constitute a waiver of any generally applicable rules, code provisions or requirements of the District concerning regulation, registration, licensing, inspection, or permit requirements for any construction, rental or business activity.

13.27.2 Classes of Contracts Eligible for Award Without Competition

The following concession agreements may be awarded by any method deemed appropriate by the General Manager, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

13.27.3 Contracts Under \$5,000

Contracts under which the General Manager estimates that receipts by Basin Transit Service Transportation District Transportation District will not exceed \$5,000 in any fiscal year and \$50,000 in the aggregate.

13.27.4 Single Event Concessions

Concessions to sell or promote food, beverages, merchandise or services at a single public event shall be awarded based on any method determined by the General Manager to provide a fair

opportunity to all persons desiring to operate a concession, but in which the promotion of the public interest and success of the event shall be of predominant importance.

13.27.5 Competitive Award

Concession agreements solicited by Basin Transit Service Transportation District for the use of designated public premises for a term greater than a single event shall be awarded as follows:

13.27.6 Small Concessions

For Concession Agreements for which the concessionaire's projected annual gross revenues are estimated to be \$500,000 or less, the General Manager has discretion to use either an informal solicitation or formal request for proposals process applicable to contracts for personal services. If the proposals received indicate a probability that the concessionaire's annual gross revenues will exceed \$500,000, the General Manager may, but shall not be required to, reissue the solicitation as a request for proposals.

13.27.7 Major Concessions

Concession agreements for which the concessionaire's projected annual gross revenues under the contract are estimated to exceed \$500,000 annually shall be awarded using a request for proposals.

POLICY 13.28 Surplus Property

13.28.1 General Methods

Surplus property may be disposed of by any of the following methods upon a determination by the General Manager that the method of disposal is in the best interest of Basin Transit Service Transportation District. Factors that may be considered by the General Manager include costs of sale, administrative costs, and public benefits to Basin Transit Service Transportation District. The General Manager or designated representative shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name, address, and phone number of the person to whom the surplus property was transferred.

- a) **Governments** Without competition, by transfer or sale to another government department or public agency upon approval by the Board of Directors.
- b) **Auction** By publicly advertised auction to the highest bidder.
- c) **Bids** By public advertised invitation to bid.
- d) **Liquidation Sale.** By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts.
- e) **Fixed Price Sale** The General Manager 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.

- f) **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.
- g) **Donation** By donation to any organization operating within or providing a service to residents of Basin Transit Service Transportation District 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 subject to approval by the Board of Directors.

13.28.2 Disposal of Property with Minimal Value

Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost effective, including by disposal as waste. The General Manager or designate representative shall make a record of the value of the item and the manner of disposal.

13.28.3 Disposal Vehicle by Donation

Vehicle declared surplus by the General Manager may be donated for future public use subject to the following requirements.

- a) The surplus vehicle must be requested for donation in writing by another governmental agency of the State of Oregon or a registered non-profit of the State of Oregon who is engaged in the transportation of Oregon citizens.
- b) The availability of surplus vehicles considered for donation must be announced by a posting in the local newspaper and by personal email or letter from the General Manager to all Klamath County agencies known or believed might have an interest in such a vehicle.
- c) This donation must be considered and approved by the District Board of Directors in an open and regularly scheduled public meeting in which the donation is clearly listed as an agenda item.
- d) All vehicles in which the vehicle title is held by the Oregon Department of Transportation (ODOT) may be donated to any transportation agency in the State of Oregon with approval from ODOT in writing.

13.28.4 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 General Manager.

13.28.5 Restriction on Sale to District Elected Officials, Management, Employees

All persons that are Board of Directors members, or members of their immediate family, employees of the District, or individual or agent acting on their behalf shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property at public auction or sealed public bid sale.

- a) Persons who are employed an agency from which a surplus item(s) was acquired shall be ineligible to acquire that item(s).

13.28.6 Conveyance to Purchaser

Upon the consummation of a sale of surplus personal property, Basin Transit Service Transportation District shall make, execute and deliver, a bill of sale signed on behalf of Basin Transit Service Transportation District, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

**FINANCE SECTION 5: ASSET MANAGEMENT POLICY
TABLE OF CONTENTS**

		<u>PAGE</u>
POLICY 5.0	Asset Management Policy	
5.1	Purpose	2
5.2	Policy Statement	2
5.3	Definitions	2
5.4	Inventory Control	2
5.5	Capitalization Thresholds	2
5.6	Maintenance	3
5.7	Asset Inventory Control and Data Management	3
5.8	Disposal of Assets	3
5.9	Roles and Responsibilities of District Personnel	4
5.10	Levels of Service	4
5.11	Life Cycle Management	4
5.12	Risk-Based Decision Making	5
5.13	Financial Planning and Funding	5
Appendix A	Capital Minimal Asset Useful Life Standards for FTA Grants	6

Finance Section 5: Asset Management Policy

5.1 Purpose

This policy ensures Basin Transit Service Transportation District (BTS) maintains adequate control over its assets, provides accurate financial reporting, and maximizes the useful life of its investment.

5.2 Policy Statement

This policy applies to all departments and personnel using the assets of the District. Asset management shall be integrated into planning, budgeting, operations, and decision-making to ensure assets are maintained, rehabilitated, and replaced in a manner that balances risk, cost, and community expectations.

5.3 Definitions

- **Capital Assets:** Motorized Vehicles, office equipment, land and building, improvements, infrastructure, Bus stop shelters, benches, and signs, shop equipment and other capital assets with a useful life of more than one year and a cost exceeding the current threshold.
- **Small and Attractive Assets:** Items with a value below the capital threshold but subject to theft (e.g., laptops, tablets, specialized tools) which require tracking.
- **Surplus:** Assets no longer needed or usable by the District.

5.4 Inventory Control

- **Tagging:** All assets exceeding the threshold shall be tagged with a unique identification number upon receipt.
- **Physical Inventory:** A physical inventory shall be conducted annually by department heads and verified by the Finance Office.
- **Documentation:** The master asset register shall include grant agreement number, description, the title holder, serial number, location, the participation rate (federal, state, and/or local funds), location, acquisition date, cost, use and condition.

5.5 Capitalization Thresholds

The general capitalization that all equipment and other fixed assets costing in excess of \$10,000 will be recorded as an asset when using federal, state, and local funds. To determine if a repair or improvement will need to be capitalized, the following additional factor needs to be considered: does the expenditure extend the useful life of the asset repaired or improved? For example,

painting would not be capitalized, but replacing the roof or remodeling the breakroom would be capitalized, if the dollar value was in excess of \$10,000.

All capital assets will be depreciated over their estimated useful lives. The straight-line basis will be used, with depreciation charged beginning in the month that the asset is placed in service.

All capital assets purchased with grant or other restricted funds will be cataloged. The following are BTS categories of capital assets:

- Motorized Vehicles
- Office Equipment
- Shop Equipment
- Information System
- Bus Stops, Shelters, Benches, Signs
- Land and Buildings
- Other Assets (as applicable)

5.6 Maintenance

The General Manager or designee is responsible for ensuring managers, supervisors, and employees follow policies and procedures for maintenance of all assets owned and operated by BTS to reach their full useful life.

5.7 Asset Inventory and Data Management

The District shall maintain an up-to-date inventory of assets procured with federal, state, and/or local funds. Inventory information for each asset shall record grant agreement number, description, the title holder, serial number, location, the participation rate (federal, state, and/or local funds), location, acquisition date, cost, use and condition.

Asset data shall be managed in a manner that supports planning, budgeting, and reporting requirements of the District.

5.8 Disposal of Assets

- **Surplus Property:** Assets that have been determined to be surplus property shall be disposed of in accordance to the District's Procurement Policy, Section 13, Part2, Surplus Property.
- **Grant-Funded Assets:** Assets purchased with federal or state funds must be disposed of in accordance with the grant agreement requirements.

5.9 Roles and Responsibility of District Personnel

Finance Manager shall:

- Implement and administer the Asset Management Program
- Ensure asset management practices are integrated across departments.
- Report on asset conditions, risks, and funding needs to the General Manager and Board
- Maintain the Master Asset Register.

Managers and Supervisors shall:

- Maintain accurate asset inventory and condition information.
- Develop and execute maintenance, rehabilitation, and replacement strategies.
- Ensure asset physical security.
- Ensure proper maintenance and operation of assets.
- Perform yearly inventory on all assets under their control.
- Report on asset conditions, risks, and funding needs to the General Manager and Operations Manager

Employees shall:

- Operate and maintain assets in accordance with established policies and procedures.
- Report asset deficiencies, failures, or safety concerns.

5.10 Levels of Service

The District shall define and periodically review Levels of Service (LOS) that reflect:

- Regulatory requirements
- Public safety considerations
- Operational performance targets
- Community and stakeholder expectations

LOS shall guide asset investment and prioritization decisions.

5.11 Life-Cycle Management

The District maintains a “Capital Minimal Asset Useful Life Standard for FTA Grants” see Appendix A and shall manage assets over their full life cycles, including:

- Planning and acquisition
- Operation and maintenance
- Rehabilitation and renewal
- Replacement and disposal

Life-cycle cost principles shall be used to evaluate alternatives and investment decisions as determined by the Finance Manager.

5.12 Risk-Based Decision Making

Asset management decisions shall consider:

- Likelihood and consequence of asset failure
- Impacts on service delivery, safety, environment, and finances
- Interdependencies between assets

Higher-risk assets shall receive higher priority for inspection, maintenance, or replacement.

5.13 Financial Planning and Funding

Asset management shall be aligned with the District's:

- Capital Improvement Program (CIP).
- Operating and long-term financial plans.
- Capital Reserve policy.

The District shall strive to fund asset maintenance and replacement at sustainable levels to avoid deferred maintenance and unexpected failures.

Appendix A
Capital Minimal Asset Useful Life Standards for FTA Grants

<u>Motorized Vehicles</u>		
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Large heavy-duty transit buses 35'-40'	12 years 500,000 miles	FTA Circular 5010.1D
Small heavy-duty transit buses 30'	10 years 350,000 miles	FTA Circular 5010.1D
Medium medium-duty transit buses 25'-35'; Sprinter bus	7 years 200,000 miles	FTA Circular 5010.1D
Medium light-duty transit buses 25'-35', BOC vehicles, Expansion vans	5 years 150,000 miles	FTA Circular 5010.1D
Light-duty vehicles (vans, sedans, light-duty buses); Support vehicles; BOC (15-19 Passengers), <30ft.	4 years 100,000 miles	FTA Circular 5010.1D
Engine for bus/trolley	4 years	Industry Stds.
Thermal diesel particle filter cleaner	10 years	Manufacturer
Fare boxes	10 years	Manufacturer/Industry stds.
Security/Surveillance equipment, cameras for vehicles	Same as useful life of vehicle	Same as useful life of vehicle
Wheelchair lift	Same as useful life of vehicle	Same as useful life of vehicle
<u>Office Equipment</u>		
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Office furniture (Desks, files, safe)	10	Manufacturer
Office equipment (Phone, copier, fax)	5	Industry Stds.
<u>Shop Equipment</u>		
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Shop equipment- Alignment machines, bus washing, tire changers	10 years	Manufacturer
Vehicle lifts	20 years	Manufacture
<u>Land and Buildings</u>		
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Land	0 years	Non-Depreciable Asset
Buildings- concrete, steel and frame construction	40 years	FTA Circular 5010.1D
Carpeting	5 years	Manufacturer
Commercial roofing	15 years	Industry Stds.

Appendix A
Capital Minimal Asset Useful Life Standards for FTA Grants

<u>Information Systems</u>		
HVAC parts	5 years	Grantee experience
Asphalt parking lot	15 years	GASB
Security/Surveillance equipment, cameras for buildings	10 years	Industry Stds.
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Computer hardware	4 years	GAAP Guidelines/Industry Stds.
Computer hardware- Domain controllers	4 years	Industry Stds.
Mobile data computers (real-time dispatching)	7 years	Manufacturer
Computer software	4 years	GAAP Guidelines/Industry Stds.
Computer software- HASTUS	4 years	Manufacturer
Computer software- ADP	4 years	Industry Stds.
Scheduling/fleet management software	4 years	GAAP Guidelines/Industry Stds.
<u>Bus Stop Shelters, Benches, Signs</u>		
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Bus stop shelters	15 years	Industry Stds.
Bu stop benches	10 years	Manufacturer
Bus stop signage	10 years	Industry Stds.
<u>Other Capital</u>		
<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
Communications equipment, mobile radios, base stations	10 years	GAAP Guidelines/Industry Stds.
Repeater tower	25 years	Manufacture