

TABLE OF CONTENTS

CHAPTER 1: DISTRICT POLICIES

POLICY 1.1: GOVERNANCE BY POLICIES

- A. GOVERNANCE BY POLICIES
- B. COMPLIANCE WITH LAW
- C. COMPLIANCE WITH POLICIES
- D. POLICIES DO NOT CREATE RIGHTS

POLICY 1.2: ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES POLICIES, AND OTHER REGULATIONS

- A. BOARD ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES
- B. BOARD ADOPTION, AMENDMENT, AND
REPEAL OF POLICIES AND RESOLUTIONS

POLICY 1.3: MAINTENANCE AND DISTRIBUTION OF POLICY MANUALS

- A. COMPILATION OF POLICY MANUALS
- B. DISTRIBUTION OF POLICY MANUALS
- C. DISTRICT POLICY MANUAL TO BE AVAILABLE TO THE PUBLIC

POLICY 1.1: GOVERNANCE BY POLICIES

A. GOVERNANCE BY POLICIES

A primary duty and function of the Board of Trustees is to establish policies for the governance of the District. It is the policy of the Board of Trustees to delegate to the Fire Chief and staff the responsibility for the day-to-day administration of the District, in a manner consistent with the policies and directions of the Board.

B. COMPLIANCE WITH LAW

Policies shall comply with all applicable federal, state and local laws and regulations. If any policy or portion thereof is found to conflict with any local, state, or federal law or regulation, such policy, or such portion thereof, shall be deemed void without further Board action. It shall be the responsibility of all District personnel to bring any such conflict to the Board's attention immediately upon discovery.

C. COMPLIANCE WITH POLICIES

All District personnel shall comply with the policies adopted by the Board. Any failure to comply shall constitute grounds for disciplinary action or termination.

D. POLICIES DO NOT CREATE RIGHTS

Policies of the District shall not create any enforceable right, contract, employment agreement or expectation on the part of any person; and any deviation from a District policy shall not in itself render any District action invalid, void or voidable, nor shall such deviation constitute evidence of negligence. The Board may deviate from policy when to do so serves the public interest or would avoid hardship, as the Board may determine.

POLICY 1.2: ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES, POLICIES, AND OTHER REGULATIONS

A. BOARD ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES

The Board shall recommend to the Governing Body any action it feels is necessary to be taken by the governing authority.

B. BOARD ADOPTION, AMENDMENT, AND REPEAL OF POLICIES AND RESOLUTIONS

The Board shall base its policies and resolutions on the best available information and input from affected parties. Whenever the Board enacts, amends, or repeals any policy or other resolution, it may follow a two-step process:

1. The introduction and discussion of a proposed policy or resolution, adoption, repeal, or amendment in one meeting, after placement on the meeting agenda.
2. Further deliberation, if any, a motion and a vote on the proposed policy or resolution, adoption, repeal, or amendment at the next regularly scheduled Board meeting, after placement on that meeting's agenda.

Adoption, amendment, or repeal of Board policies and resolutions requires a majority vote of the Board, acting upon a motion put before the Board. In the event that an emergency is deemed to exist by the majority of the Board members, and said emergency is recorded in the official minutes, a guideline or policy can be suspended or amended in the course of a single meeting. An emergency is defined as an unforeseen circumstance or circumstances requiring immediate action so as to promote the public good. All procedures shall be in accordance with the Utah Open Meeting law.

POLICY 1.3: MAINTENANCE AND DISTRIBUTION OF POLICY MANUALS

A. COMPILATION OF POLICY MANUALS

The Fire Chief shall compile all of the policies and procedures adopted by the Board into a District Policy and Procedures Manual. The Fire Chief shall be responsible for updating the Manual regularly.

B. DISTRIBUTION OF POLICY MANUALS

Updated Policy and Procedures Manuals shall be kept at each office or other facility maintained by the District. The following persons shall maintain an updated Manual:

1. All Board members;
2. Fire Chief;
3. District's attorney;
4. Other persons designated by the Fire Chief or the Board;

C. DISTRICT POLICY MANUAL TO BE AVAILABLE TO THE PUBLIC

The Policy and Procedures Manual is a public record. At least one copy of the updated Policy Manual shall be available for inspection and use by the public at the District's main business office, during regular business hours.

CHAPTER 2: BOARD OF TRUSTEES

POLICY 2.1: POWERS AND DUTIES OF THE BOARD OF TRUSTEES

- A. MEETING THE NEEDS OF THE DISTRICT
- B. FORMULATION AND INTERPRETATION OF DISTRICT POLICY
- C. BOARD MEMBERS AUTHORIZED BY OFFICIAL BOARD ACTION ONLY
- D. ETHICAL STANDARDS
- E. BOARD MEMBER EDUCATION

POLICY 2.2: ORGANIZATION OF BOARD OF TRUSTEES

POLICY 2.3: BOARD MEMBER ORIENTATION

- A. ORIENTING NEW BOARD MEMBERS

POLICY 2.4: REIMBURSEMENT OF BOARD MEMBER EXPENSES

- A. BOARD MEMBER COMPENSATION AND REIMBURSEMENT

POLICY 2.1: POWERS AND DUTIES OF THE DISTRICT'S BOARD

A. MEETING THE NEEDS OF THE DISTRICT

It is the policy of the Board of Trustees to carry out those duties assigned to it by law, in such a way as best to meet the needs of the District.

B. FORMULATION AND INTERPRETATION OF DISTRICT POLICY

An important activity of the Board is the formulation and interpretation of District policies. The Board shall establish policy, reserving to itself all authority and responsibility not expressly assigned to other District officers and personnel.

C. BOARD MEMBERS AUTHORIZED BY OFFICIAL BOARD ACTION ONLY

No individual Board member may speak for or act on behalf of the Board or District, except as authorized to do so by official Board action as recorded in the official minutes, guidelines or policies of the District.

D. ETHICAL STANDARDS

Board members and employees of the North Davis Fire District act as representatives of the citizens of the District. Therefore, Board members and employees shall adhere to the highest ethical standards in the conduct of District business, as set forth in Chapter 10 of this Manual and the A Utah Public Officers and Employees Ethics Act, ' 67-16-1 et seq., Utah Code.

E. BOARD MEMBER EDUCATION

In order to carry out their duties effectively, Board members must be adequately informed. Members are encouraged to review Board meeting agenda packets thoroughly, prior to Board meetings, and to attend such conferences and other training programs as the Board may authorize.

POLICY 2.2: ORGANIZATION OF BOARD OF TRUSTEES

SECTION ONE: ORGANIZATION AND AUTHORITY

The North Davis Fire District was originally created as a Special Service District in accordance with the provisions of the Special Service District Act. The District has been reorganized and is now a Local District Service Area as defined in the Service Area Act. The District is subject to and has the power and authority to act pursuant to and in accordance with the provisions of Title 17B, Chapter 1 of the Utah Code and the provisions of the Service Area Act found in Title 17B, Chapter 2a, Part 9 of the Utah Code.

SECTION TWO: BOARD OF TRUSTEES – DUTIES AND POWERS

The North Davis Fire District shall be governed by a Board of Trustees which shall manage and conduct the business and affairs of the District and shall determine all questions of District policies. All powers of the North Davis Fire District shall be exercised through the Board of Trustees and the Board of Trustees shall have all powers referred to in Section 17B-1-301 of the Utah Code. The Board of Trustees will work with the Fire Chief of the District to ensure that the policies of the district are being carried out.

SECTION THREE: BOARD OF TRUSTEES – NUMBER OF MEMBERS

The Board of Trustees of the North Davis Fire District shall consist of nine (9) members.

SECTION FOUR: BOARD MEMBERSHIP APPOINTMENT

Each City within the District shall by Resolution appoint three (3) Members to the Board of Trustees. Upon receiving the appropriate Resolution from each City, such Board members shall be sworn in as Members of the Board of Trustees. Each Member so appointed shall be at all times an elected City Council Member or Mayor of the appointing City. Five (5) of the initial Members of the Board of Trustees shall serve a term of four (4) years. Four (4) members of the initial Board of Trustees shall serve a term of two (2) years and each term thereafter shall be for a period of four (4) years so that all terms shall not expire at the same time. The Board of Trustees shall determine how the terms of office shall initially be decided.

Board Membership qualifications must be in accordance with the provisions Utah Code Annotated Title 17B. Board Members may not be employed by the District in a full or part time

capacity while serving on the Board of Trustees. Should a Board Member cease to be an elected official of the City the Member represents, the Member's membership shall terminate and the represented City shall by Resolution appoint a replacement to fill the remainder of the term.

SECTION FIVE: **MEETINGS**

The Board of Trustees shall hold scheduled monthly meetings at its official meeting place in the District offices at 381 North 3150 West, West Point City, Utah, on the third Thursday of each month at the hour of 6:30 p.m. prevailing official time. In the event any such official meeting date should fall on a legal holiday; the meeting shall be held on a date determined by the Board of Trustees. In the event an emergency should arise or it should appear a quorum cannot be obtained for any such official meeting; the Chair or Vice-Chair may declare the meeting continued to a certain time or until the next official meeting date.

Work Sessions may be held by the Board of Trustees prior to the scheduled monthly meetings at its official meeting place in the District offices at 381 North 3150 West, West Point City, Utah, on the third Thursday of each month at the hour of 6:00 p.m. prevailing official time. In the event any such official meeting date should fall on a legal holiday; the meeting shall be held on a date determined by the Board of Trustees. In the event an emergency should arise or it should appear a quorum cannot be obtained for any such official meeting; the Chair or Vice-Chair may declare the meeting continued to a certain time or until the next official meeting date.

Special meetings may be called by the Chair of the Board of Trustees or the Vice-Chair in the Chair's absence or by any five concurring members of the Board. The District Clerk shall post the Agenda for each meeting as required by the Open Meeting Law of the State of Utah.

SECTION SIX: **ATTENDANCE**

The Board of Trustees may adopt any Resolution not inconsistent with law providing rules pertaining to the attendance of its Members.

SECTION SEVEN: **VACANCIES**

A vacancy in any Board membership position because of death, resignation, removal, disqualification or otherwise, or a new Board membership created by the Board of Trustees, may be filled for the unexpired portion of the term by a Resolution of the City Council which appointed the Board Member.

SECTION EIGHT: **RULES – EXPULSION OF MEMBER**

The Board shall determine its own rules of proceedings, may punish its Members for disorderly conduct, and with the concurrence of two-thirds of the Members may expel a Member for cause.

SECTION NINE: **ELECTION OF CHAIR AND VICE-CHAIR**

During the annual meeting held in even numbered years, the Board of Trustees shall by majority vote elect a Chair and a Vice-Chair. At this meeting the Board shall also appoint a Treasurer and a Secretary. The Members nominated to serve as the Chair or Vice-Chair must have served on the Board for at least two years prior to being elected. The Chair and the Vice-Chair shall each serve a two-year term and may not serve more than one term in their respective elected position.

SECTION TEN: **DUTIES OF BOARD CHAIR**

1. The Chair of the Board of Trustees shall be the executive officer of the Board of Trustees.
2. The Chair shall be the presiding officer at all meetings and conduct the same. The Chair is a non-voting member except in the case of a tie-vote among the Board of Trustees.
3. The Chair shall sign and execute all legal documents upon the advice and counsel of a majority vote of the Board of Trustees in attendance at any meeting.
4. The Chair shall carry out and conduct the affairs of the District as Board Chair as are designated to said Chair by the Board or by the laws of the State of Utah.
5. When required by an emergency situation, the Chair shall be vested with discretionary powers to act without the advice and consent of the Board, provided said required action is not arbitrary, discriminatory or capricious.

SECTION ELEVEN: **DUTIES OF VICE-CHAIR OF THE BOARD**

In the absence or unavailability of the Chair, the Vice-Chair shall become Chair of the Board of Trustees *pro tempore* and shall be and is vested with all the powers inherent in the office of the Chair as set forth in the preceding Section.

SECTION TWELVE: OTHER OFFICERS

Other officers may be designated and appointed by the Board of Trustees and will perform such duties and have such powers and responsibilities as may be assigned to them by the Board of Trustees.

In order to make the governance of the NDFD more effective, the Board may from time to time establish committees to study and advise the Board on a variety of issues and make recommendations on important policy matters. The committees assist the Board in examining issues that come before it in greater depth and detail. The purpose, duration and makeup of the committees shall be determined by the Board. Because committees are primarily for informational and advisory purposes, final or binding action may not be taken by committees on behalf of the Board. The nature and makeup of the respective committees may require conformance with the Utah Open and Public Meetings Act. In addition to Board created committees, outside agencies and NDFD administration may request Board participation on their committees.

Selection of committee members, participation on Board Created committees, NDFD committees or outside agency committees shall be made by the Chair with the advice and consent of the Board. Committee members may be removed by the Chair from committee assignments anytime without cause

SECTION THIRTEEN: DUTIES OF THE TREASURER

The Treasurer shall be selected and appointed by the Board of Trustees with no set term. The Treasurer will supervise the financial records of the District and perform other duties specifically assigned or delegated by the Board. The Treasurer will be the custodian of the funds of the District and keep an account of all receipts and disbursements. The Treasurer shall have the following specific powers and duties which may be delegated to the District's Fire Chief and Board Clerk.

1. To keep and maintain, open to inspection at all reasonable times, adequate and correct accounts of the properties and business transactions of the District, which shall include all matters required by law and which shall be in form as required by law.
2. To have the care and custody of the funds and valuables of the District and deposit the same in the name and to the credit of the District with such depositories as the Board of Trustees may designate.
3. To maintain accurate lists and descriptions of all capital assets of the District,

including land, buildings, and plants.

4. To see to the proper drafting of all checks, drafts, notes, and orders for the payment of money as required in the business of the District, and to sign such instruments as directed by the Board of Trustees.

5. To disburse the funds of the District for proper expenses and as may be ordered by the Board of Trustees to take proper vouchers for such disbursements.

6. To render to the Chair or to the Board of Trustees whenever they may require it, an account of all transactions as Treasurer, and a financial statement in form satisfactory to them, showing the condition of the financial affairs of the District.

In addition to the foregoing, the Treasurer shall have such other powers, duties, and authority as may be prescribed by the Chair or the Board of Trustees from time to time.

SECTION FOURTEEN: DUTIES OF THE CLERK

The Clerk of the Board of Trustees shall:

1. Attend all meetings of the Board of Trustees, scheduled and special.
2. Keep adequate notes and thereafter make an adequate transcription thereof of all the affairs or business presented to the Board and acted thereon by the Board.

3. Whenever a vote on any proposition is taken by roll call, the Clerk shall call the roll, enter the name of Trustees voting and indicate the aye or nay votes on such proposition and place an announcement in the minutes of the result of such voting.

4. The Clerk shall report all revenues and expenditures to the Board of Trustees for approval.

5. The Clerk shall keep an accurate book containing the transcribed minutes of each meeting of the Board, scheduled and special. At each meeting the Clerk shall present a written copy of the minutes of the previous meeting and correct the same as directed by the Board after which the Clerk shall sign said minutes and indicate that they are the final minutes of said meeting.

6. The Clerk shall keep a book containing all the Resolutions passed and adopted by the Board and additionally shall keep such other books, files or ledgers as determined necessary

to keep a complete record of the affairs of the District or as may be directed by the Board of Trustees.

7. The Clerk shall assure compliance with the Utah Open Public Meeting Laws.

SECTION FIFTEEN: **COMPENSATION**

Compensation of Board Members shall be established by Resolution of the Board of Trustees as permitted by the Utah Code.

SECTION SIXTEEN: **ELECTRONIC DEVICE POLICY**

The following policy is adopted with respect to electronic devices for members of the Board of Trustees:

1. Definitions. “Electronic Devices” means and includes cell phones, iPads, laptops, notebooks, netbooks, desk top computers and all similar devices issued to a Board member by the District. Such definition includes the equipment, its component parts, all hardware, software and stored electronic memory.
2. Ownership of Electronic Devices. The District shall retain sole ownership of any electronic device issued to a Board member or employee and all information on the device.
3. Use of Electronic Devices. In addition to use for District business purposes a Board member may use an issued electronic device for personal purposes; however, the Board member shall not utilize the issued device for any unlawful or inappropriate purposes. A Board member or employee shall have no expectation of a right of privacy regarding any personal information available on any issued electronic device.
4. Cost. The District may pay the basic cost, including monthly payment for any issued electronic device.
5. Issuance of Electronic Device. Any Board member desiring issuance of an electronic device shall submit a written request to the Board Chair stating what device is requested and the reason for the request. The decision of the Chair shall be final unless overruled by a majority of Board members.

6. Lost or Stolen Devices. Lost or stolen devices must be reported to the District as soon as possible. The Board member is responsible for lost or stolen or damaged devices and must replace device with personal funds unless the situation warrants another funding source, which must be approved by the Board.

**SECTION SEVENTEEN: ELECTRONIC MEETINGS –
PARTICIPATION ELECTRONICALLY**

1. A member of the Board of Trustees may participate in meetings by all forms of appropriate electronic means in accordance with the provisions of this Section. Such participation must provide for open access to the public which, at a minimum, means that the member participating electronically must be able to hear comments from public participants in the meeting as well as other members and that public participants as well as other members must be able to hear comments from the member participating electronically.

2. If the Chair of the Board of Trustees is not physically present at the anchor meeting and is participating electronically the Vice-Chair shall preside over the meeting. In such-event the Chair may participate electronically. If neither the Chair nor Vice-Chair is physically present at the anchor meeting the Board of Trustees shall elect one of its members to act as Chair pro-tempore.

3. If a member of the Board of Trustees desires to participate in a meeting of the Board of Trustees electronically, such member must inform the Clerk not less than 24 hours prior to the meeting to allow for arrangements to be made for the electronic meeting. Public notice of the meeting shall include a description of how a member(s) will be connected to the electronic meeting.

4. Participation electronically may be engaged in under certain circumstances when it would be difficult, burdensome or onerous for the member to be physically present. In order to prevent abuse of this privilege, no individual member of the Board of Trustees may participate electronically more than two (2) times in a calendar year. Participation in a meeting under emergency conditions shall not apply to this paragraph 4.

5. Electronic Meetings: In situations involving emergencies, loss of facilities, or other unforeseen circumstances the Board of Trustees may meet electronically to conduct the necessary business of the District. In order to do so in an orderly fashion, the following procedures shall be followed:

1. Anchor Location. The North Davis Fire District Headquarters 381 N. 3150 W. West Point, Utah, is intended to be the anchor location whenever possible.

If an alternative location is to be used or if multiple locations are to be used, notice of those locations will be given as early as is practical.

2. Notice. Notice of any electronic meeting will be as provided in Utah Code Sections 52-4-202 and 52-4-207. In addition, thereto, notice of the meeting will be posted at the anchor location, or locations, with additional notice going to a newspaper of general circulation and a local media correspondent. Notice of the electronic meeting will be provided to the members of the Board of Trustees at least 24 hours before the meeting, if possible. The notice shall also contain a description on how the members of the Board of Trustees will be connected to the electronic meeting.
3. Procedures for the Meeting. To the extent possible, electronic meetings will be conducted in the same manner as scheduled meetings. To ensure full participation by all members, additional procedures and guidelines may be employed.
 - a. The presiding official shall call the meeting to order and have a roll call to establish that a quorum is present. Members participating electronically shall be included to determine if a quorum is present.
 - b. If the meeting is conducted telephonically, then a speaker phone will be connected in such a manner that comments made by the members participating electronically will be broadcast through the public address system at the anchor location. To ensure full participation each member present, and those participating electronically, will be given a specific opportunity to make inquiries and participate in the discussion through a roll call method. Votes taken in these circumstances shall be by roll call method, with each member audibly verbalizing their vote.
 - c. If a member or members are participating by email or instant messaging, the email or instant messaging shall either be projected upon a screen with a person assigned to read aloud, into the public address system, comments made, or if no projection system exists, then a person will be assigned to read said messages into the public address system. The person to do the reading will be assigned by the respective member(s) participating electronically.
6. When the Board convenes or conducts an electronic meeting, it shall:
 - A. Give public notice of the meeting:
 - i. in accordance with Utah Code Sections 52-4-202 and 52-4-207; and
 - ii. post written notice at the District office location;
 - B. In addition to giving public notice required by Subsection 6.A, provide:
 - i. notice of the electronic meeting to the members of the Board at least 24

hours before the meeting so that they may participate in and be counted as present; and

ii. a description of how the members will be connected to the electronic meeting;

- C. Establish one or more anchor locations for the public meeting, at least one of which is the District office where the Board would normally meet if it were not holding an electronic meeting;
- D. Provide space and facilities at the District office location so that interested persons and the public may attend and monitor the open portions of the meeting; and
- E. If comments from the public will be accepted during the electronic meeting, provide space and facilities so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

7. Compliance with the provisions of Section 52-4-207 of the Utah Code, by the Board constitutes full and complete compliance by the Board with the provisions of Sections 52-4-201 and 52-4-202 of the Utah Code.

8. Participation of a member in an electronic meeting shall constitute attendance at a Board meeting.”

POLICY 2.3: BOARD MEMBER ORIENTATION

A. ORIENTING NEW BOARD MEMBERS

The Board and its staff shall assist each new member-elect and appointee to understand the Board's functions, policies, and procedures before he or she takes office. The following methods shall be employed:

1. New members shall be invited to attend and participate in public Board meetings. Participation in public meetings may include asking questions of the Board and giving opinions.
 1. New members should complete new board member training as instructed by the Chair.
 2. Members should meet with the Fire Chief and other District personnel to discuss the services each performs for the District. The Fire Chief shall provide material pertinent to District meetings and respond to questions regarding such material.
2. The Fire Chief shall provide an opportunity to each new Board member to review or obtain a copy of:
 - a. An updated copy of the District's Policy and Procedure Manual.
 - b. A copy of the Utah Open Meeting Law.
 - c. Copies of the minutes of all Board meetings, except for closed sessions, for the preceding twelve (12) months.
 - d. Copies of the District's current budget.
 - e. Copies of the District's insurance policies.
 - f. Copies of all such documents as the District attorney may recommend with respect to any pending claims or lawsuits.
 - g. A list of all District personnel by position.
 - h. Such other materials as the Board may direct or the Fire Chief deems appropriate.

POLICY 2.4: REIMBURSEMENT OF BOARD MEMBER EXPENSES

A. BOARD MEMBER COMPENSATION AND REIMBURSEMENT

Board members may be compensated as allowed by the provisions of law governing Special Districts as found in Title 17B of the Utah Code.

1. Compensation for Board Chair and Vice-Chair shall be \$5,000.00 per year to be dispersed in four quarterly payments.
2. Compensation for Board Members shall be \$4,000.00 per year to be dispersed in in four quarterly payments.

TABLE OF CONTENTS
CHAPTER 3: BOARD MEETINGS

POLICY 3.1: PREPARATION FOR BOARD MEETINGS

- A. DISTRIBUTION OF MATERIALS TO BOARD MEMBERS
- B. DISTRIBUTION OF AGENDA TO THE PUBLIC

POLICY 3.2: BOARD MEETING AGENDA

- A. MEETING AGENDA

POLICY 3.3: NOTICE AND LOCATION OF MEETINGS

- A. APPLICATION
- B. COMPLIANCE WITH LAW
- C. LOCATION OF MEETINGS
- D. MEETINGS HELD BY TELEPHONE
- E. BOARD MEETINGS
- F. WORK SESSIONS
- G. SPECIAL MEETINGS
- H.. EMERGENCY MEETINGS
- I. NOTICE OF MEETINGS
- J. CLOSED SESSIONS

POLICY 3.4: CONDUCT OF BOARD MEETINGS

- A. PRESIDING OFFICER
- B. AUTHORITY TO CONDUCT MEETINGS
- C. PUBLIC PARTICIPATION
- D. ELECTRONIC EQUIPMENT
- E. RECORDING OF VOTES
- F. QUORUM REQUISITES
- G. VOTE EXPLANATIONS
- H. CONFLICT OF INTEREST/EX PARTE CONTACTS
- I. ADJOURNMENT

POLICY 3.5: CLOSED SESSIONS

- A. PURPOSE OF CLOSED SESSION
- B. NOTICE
- C. CONDUCT OF CLOSED SESSIONS
- D. NO FINAL DECISIONS

POLICY 3.6: MINUTES OF MEETINGS

- A. WRITTEN MINUTES

- B. MINUTES OF CLOSED SESSIONS
- C. DISCLOSURE OF CLOSED SESSION MATTERS
- D. RETENTION
- E. AVAILABILITY TO THE PUBLIC

POLICY 3.1: PREPARATION FOR BOARD MEETINGS

A. DISTRIBUTION OF MATERIALS TO BOARD MEMBERS

The agenda, Fire Chief's Report, Treasurer's Report, Statement of Bills, and detailed information relative to the agenda, including existing Board policy pertinent to agenda items, shall be given to each member of the Board of Directors at least four (24) hours prior to any scheduled Board meeting.

B. DISTRIBUTION OF AGENDA TO THE PUBLIC

The proposed agenda will simultaneously be distributed to all District offices and other facilities, local and other news media, and posted at one or more locations convenient for review by District personnel and the public as required by the Utah Open Meeting Law.

POLICY 3.2: BOARD MEETING AGENDA

A. BOARD MEETING AGENDA

The Clerk of the Board shall draft the agenda after conferring with the Chair of the Board. The following general order shall be observed:

1. Call to order and roll call
2. Invocation or Inspirational Thought
3. Pledge of Allegiance
4. Citizen Comment
5. Approval of the previous meeting's minutes
6. Statement of bills
7. Finance reports
8. Fire Chief's report
9. Member City Updates
10. Adjourn

B. WORK SESSION AGENDA

The Clerk of the Board shall draft the agenda after conferring with the Chair of the Board. The following general order shall be observed:

1. Call to order and roll call
2. Badge pinning for newly hired or promoted NDFD Firefighters
3. Staff reports & discussions
4. Fire Chief report & discussions
5. Adjourn

POLICY 3.3: NOTICE AND LOCATION OF MEETINGS

A. APPLICATION

This policy applies to all meetings of the Board.

B. COMPLIANCE WITH LAW

All meetings shall be conducted in accordance with the Utah Open Public Meetings Law, 52-4-1 et seq., Utah Code.

C. LOCATION OF MEETINGS

All meetings shall be held within the geographic boundaries of the District, except for training sessions. All meetings shall be held in places accessible to the handicapped. (See Policy 2.2, Section Five)

D. MEETINGS HELD BY TELEPHONE OR ELECTRONICALLY

Meetings may be held by telephone or other electronic communication if they qualify by virtue of their deliberative purpose and the presence of a quorum in accordance with Utah Code ' 52-4-207. (See Policy 2.2, Section Twenty-One)

E. BOARD MEETINGS

The Board shall hold scheduled meetings monthly meetings on the third Thursday of each month. Such meetings shall be held at the Districts offices at 6:30 p.m. The Board may designate other meeting dates, times and locations from time to time. (See Policy 2.2, Section Five)

F. WORK SESSIONS

The Board shall hold monthly work sessions on the third Thursday of each month. Such meetings shall be held at the Districts offices at 6:00 p.m. The Board may designate other meeting dates, times and locations from time to time. (See Policy 2.2, Section Five)

G. SPECIAL MEETINGS

The Board shall hold special meetings at the request of the Chair or the majority members of the Board, after compliance with public meeting notice requirements. If the Chair is absent from the District, special Board meetings may be held at the request of the Vice-Chair. No special meeting shall be held upon less than 24 hours' public notice.

H. EMERGENCY MEETINGS

When a true emergency exists, emergency meetings may be held upon less than 24 hours notice at the request of persons entitled to call special meetings. An emergency exists where there are objective circumstances, which, in the judgment of the person or persons calling the meeting, create a real and substantial risk of harm to the District, which would be substantially increased if the Board were to delay in order to give 24 hours' notice before conducting the meeting. The convenience of Board members is not grounds for calling an emergency meeting.

Every effort should be made to notify all Board members and the Fire Chief, in accordance with Policy 3.3.H, if an emergency meeting is called.

At the beginning of any emergency meeting, the Chair shall recite the reasons for calling such meeting, and the reasons the meeting could not have been delayed in order to give at least 24 hours' notice, which reasons shall be noted in the minutes. The Board shall then determine if the reasons are sufficient to hold an emergency meeting and, if not, shall immediately adjourn such meeting. Only business related directly to the emergency shall be conducted at an emergency meeting. An emergency meeting must meet quorum requirements.

I. NOTICE OF MEETINGS

Notice of the time, place, and principal subjects to be considered shall be given for all meetings as required by Utah Code 52-4-6.

J. CLOSED SESSION

Notice for meetings called only to hold closed session shall be given as set forth in Policy 3.3.H, except that the notice shall indicate the general subject matter to be considered at the closed session and set forth the statutory basis for calling the closed session.

POLICY 3.4: CONDUCT OF BOARD MEETINGS

A. PRESIDING OFFICER

The Chair shall preside at Board meetings. In the Chair's absence, the Vice-Chair shall preside. If both the Chair and Vice-Chair are absent, any other member of the Board may preside as appointed by the attending board members

B. AUTHORITY TO CONDUCT MEETINGS

The Chair or other presiding officer at any Board meeting shall have full authority to conduct the meeting. Meetings shall be conducted in such a manner as to provide a full and fair opportunity for discussion of the issues in an efficient and timely manner. Any decision of the Chair or other presiding officer at the meeting may be overridden by a majority vote of the Board.

C. PUBLIC PARTICIPATION

If public participation is to be a part of the meeting, the presiding officer may regulate the order and length of appearances, and limit appearances to presentations of relevant points. Persons failing to comply with the reasonable rules of conduct outlined by the presiding officer, or causing any disturbance, may be asked or required to leave. Upon failure to do so, such persons become trespassers.

D. ELECTRONIC EQUIPMENT

The authority to control the meetings of the District Board extends to control over equipment such as cameras, tape recorders and microphones. The presiding officer shall inform persons attending any meeting of the District Board of reasonable rules necessary to assure an orderly and safe meeting. The physical comfort and safety of members of the Board and the public attending the meeting shall be of primary concern in formulating such rules.

E. RECORDING OF VOTES

Votes shall be recorded. Any member may request that his or her vote be changed, if such request is made prior to consideration of the next order of business.

F. QUORUM REQUISITES

A majority of members shall constitute a quorum. If only a quorum is present, a unanimous vote is required to take final action.

G. VOTE EXPLANATIONS

Members of the Board may append to the record, at the time of voting, a statement indicating either the reason for their vote or abstention.

H. CONFLICT OF INTEREST/EX PARTE CONTACTS

All conflicts of interest shall be dealt with in accordance with the Utah Code. In the event any member of the Board has had any ex parte contact regarding a matter, the member shall declare such contact prior to participating in any vote on the matter.
(See Policy 10.2 Conflict of Interest)

I. ADJOURNMENT

All Board meetings shall be adjourned by a majority vote, as a result of the loss of a quorum, or by the Board Chair.

Updated 4/14/2022 Resolution 2022R-01

POLICY 3.5: CLOSED SESSION

A. PURPOSES

Closed sessions shall be held only for the purposes allowed by Utah Code 52-4-205.

B. NOTICE

Public notice of closed session shall be provided in accordance with Policy 3.3.I

C. CONDUCT OF CLOSED SESSION

The Chair or other presiding officer shall announce the statutory authority for the closed session before going into closed session. Board members, staff and other persons present shall not discuss or disclose closed session proceedings outside of the closed session without prior authorization of the Board as a whole.

D. NO FINAL DECISIONS

The Board shall not take any votes during any closed session, nor make any final decisions during any closed session. This policy, however, shall not prohibit full discussion of Board members' views during closed sessions.

POLICY 3.6: MINUTES OF MEETINGS

A. WRITTEN MINUTES

The Board shall keep written minutes of all of its meetings. Minutes of public meetings shall include at least the following information:

1. All members of the Board present.
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.
3. Results of all votes, including the vote of each member by name.
4. The substance of any discussion on any matter.

B. MINUTES OF CLOSED SESSIONS

Minutes of closed session shall be kept separately from minutes of public meetings. Minutes of closed session may be kept either in writing, in the same manner as minutes of public sessions, or by tape recording. If minutes of a closed session are kept by tape recording, written minutes are not required, unless otherwise provided by law. The District will follow Utah Code 52-4-206, record of closed meetings.

C. DISCLOSURE OF CLOSED SESSION MATTERS

If disclosure of material in the closed session minutes would be inconsistent with the purpose for which the closed session was held, the material may be withheld from disclosure. No closed session minutes may be disclosed without prior authorization District Attorney.

D. RETENTION

Any tape recordings or written minutes of public Board meetings or closed sessions shall be retained by the District until such time as their disposal is authorized by law.

E. AVAILABILITY TO THE PUBLIC

Written minutes of public sessions shall be made available to the public in accordance with Utah Code 52-4-203

TABLE OF CONTENTS

CHAPTER 5: PUBLIC RECORDS

POLICY 5.1: PUBLIC RECORDS	1
A. COMPLIANCE.....	1
B. FEES FOR PUBLIC RECORDS.....	1
C. AUTHORIZATION REQUIRED FOR REMOVAL OF ORIGINAL RECORDS.....	2
D. ON-SITE REVIEW OF ORIGINAL RECORDS.....	2
E. UNAUTHORIZED ALTERATION, REMOVAL OR DESTRUCTION OF ORIGINALS	2

POLICY 5.1: PUBLIC RECORDS

A. COMPLIANCE

The District shall fully comply with the Utah A Government Records Access and Management Act, (“GRAMA”) Utah code ' 63A-12, et seq.

Records shall be classified as required by GRAMA.

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 in such other locations as the Board 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.
3. Certified Copies: Certified copies of non-exempt public records shall be furnished upon request, and receipt of payment therefore.

B. FEES FOR PUBLIC RECORDS

In order to recover its costs for responding to public records requests, the current North Davis Fire District Fee Schedule will be followed.

C. 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.

D. 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 paragraph B.4, 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 for and reviewing records.

TABLE OF CONTENTS

CHAPTER 6: FIRE CHIEF

POLICY 6.1: FIRE CHIEF

- A. OFFICE CREATED
- B. APPOINTMENT
- C. REMOVAL
- D. POWERS AND DUTIES
- E. RELATIONSHIP WITH BOARD
- F. COMPENSATION
- G. VACANCY

POLICY 6.1: FIRE CHIEF

A. OFFICE CREATED

The Office of Fire Chief is hereby created.

B. APPOINTMENT

The Fire Chief shall be appointed by majority vote of the Board of Trustees and shall serve at the pleasure of the Board subject to terms of a contract of employment. The person she shall be chosen by the Board solely on the basis of their executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. No Board member shall receive such appointment neither during the term for which they shall have been elected or appointed nor within one year after the expiration of his or her term.

C. REMOVAL

The Board may remove the Fire Chief at any time with or without cause by a majority vote of its members.

D. POWERS AND DUTIES

The Fire Chief shall be the chief administrative officer of the District. The Fire Chief shall be responsible to the Board for the proper administration of all affairs of the District. To that end, the Fire Chief shall have power and shall be required to:

1. The Fire Chief shall have authority for the appointment and dismissal of all employees, as governed by the North Davis Fire District Personnel Policies and Procedures Manual.
2. Be the overall supervising officer and manager of the entire operations of the District.
3. Have the complete control and management of all the equipment, facilities, and buildings of the District and shall be responsible for the proper operation of the same.
4. Be the head and the supervisor of all employees engaged in the operation of the Fire District. All employees under this category shall be directly responsible to the Fire Chief.
6. In the event of any vacancies in positions under the jurisdiction of the Fire Chief, the Fire Chief shall screen applicants for replacement and make recommendations

for employment to the Board of Trustees.

6. Make recommendations and requests to the Board of Trustees for such additional employees as in the opinion of the Fire Chief may be needed for the proper operation of the Fire District.
7. The Fire Chief is vested with the right in emergency situations to discharge any employees working under his jurisdiction and employ a substitute until the next meeting of the Board of Trustees at which time the Fire Chief shall report such personnel problem and request the Board of Trustees to ratify his actions.
8. Keep himself fully informed of the condition of all the equipment and facilities belonging to the District and shall recommend to the Board the need or desirability for replacement of any equipment or facilities or the need for the addition of new equipment or facilities.
9. Whenever worn equipment needs to be replaced or new equipment appears to be needed or desirable, the Fire Chief shall obtain quotations of cost for such replacements or additions.
10. The Fire Chief shall have and is hereby vested with emergency powers and whenever any emergency situation should arise threatening loss or destruction of equipment and facilities of the District or threatens and endangers human life, the Fire Chief may hire emergency crews or procure equipment to meet any such emergency.
11. Act as the budget officer for the District to perform or cause to be performed all of the duties of such office as set forth in the Uniform Fiscal Procedures Act for Special Districts. The Fire Chief shall prepare the budget annually and submit it to the Board together with a message describing the important features and be responsible for its administration after adoption. The Chief shall exercise budgetary control over District departments and services; provide for the maintenance of uniform accounts and records of financial transactions, the purchasing of materials, supplies, equipment and services, the pre-audit of claims and disbursements of District funds, and keep the Board advised as to the financial condition and needs of the District, and make such recommendations as they may deem desirable.
11. Supervise the purchase of all materials, supplies, and equipment for which funds are provided in the budget; allow contracts necessary for operation or maintenance of District services in accordance with the Purchasing Procedures Policy of the District. No purchase shall be made, allow contractor obligation incurred for any time or service which exceeds the current budget appropriation without a supplemental appropriation by the Board. No contract for new

construction shall be allowed except by the Board. The Fire Chief may issue such additional rules governing purchasing procedures, as the Board shall approve.

13. Present to the Board monthly and annual reports, together with whatever other reports the Board may request.
14. Recommend to the Board a standard schedule of pay for each appointive office and position in the District, including minimum, intermediate and maximum rates.
15. Recommend to the Board standard personnel policies for employees and be responsible for their administration after adoption.
16. Recommend to the Board the adoption of such measures, as they may deem necessary or expedient for the health, safety, or welfare of the District or for the improvement of administrative services.
17. Consolidate or combine offices, positions, departments, or units under their jurisdiction, with the approval of the Board.
18. Attend all meetings of the Board, unless excused there from with the right to take part in discussions, but not to vote.
19. See that all District rules and ordinances are duly enforced; investigate the affairs of the District or any department or division thereof. Investigate all complaints in relation to matters concerning the service maintained by the District.
20. Notify the Board of any emergency existing in the District.
21. Keep or cause to be kept a current inventory showing all real and personal property of the District and its location and be responsible for the care and custody of all such property including equipment, buildings, and all other District property.
22. Devote his/her entire working time to the discharge of his official duties.
23. Perform such other duties as may be required by ordinance or resolution of the Board, not inconsistent with District ordinances or State law.
24. In the carrying out of and performance of duties, the Fire Chief is authorized to consult with the District's legal counsel and financial advisor for professional direction, advice, and opinions.

E. RELATIONSHIP WITH BOARD OF TRUSTEES

Except for the purposes of inquiry, the Board or any of its members shall deal with the administrative service solely through the Chairman of the Board and no member thereof shall give orders to any subordinates of the Fire Chief, either publicly or privately, except as directed through the Chairman of the Board.

F. COMPENSATION

The Fire Chief shall receive such compensation, as the Board shall fix from time to time by ordinance, resolution, or employment contract with the Fire Chief.

G. RETIREMENT BENEFITS

Exempting - Positions eligible to exempt include any elected, appointed or non-merit protected positions. Tier 1 Elected and Appointed Officials are not eligible to receive retirement benefit. Tier 2 Elected and Appointed Officials are not eligible to receive retirement benefit.

H. VACANCY

In the event of a vacancy in the position of Fire Chief, said vacancy shall be filled by the Board, subject to the qualifications hereinabove set forth.

TABLE OF CONTENTS

CHAPTER 7: PERSONNEL POLICIES FOR PAID STAFF

POLICY 7.1: PERSONNEL POLICIES AND PROCEDURES

- A. ADOPTION BY REFERENCE
- B. AMENDMENTS

POLICY 7.1: PERSONNEL POLICIES AND PROCEDURES

A. ADOPTION BY REFERENCE

District adopts as part of this policy the North Davis Fire District Personnel Policy and Procedures manual. Such personnel policies and procedures are set forth and contained in their entirety in a separate bound volume. Such personnel policies and procedures or the latest version thereof as set forth in a separate bound volume are hereby affirmed and adopted and by reference incorporated into and made a part of these policies as though set forth fully herein.

B. AMENDMENTS

Such amendments to personnel policies and procedures as may hereinafter be approved and adopted by the Board shall be and are considered adopted for and as part of these policies and shall be considered to be apart hereof without further action by the Board.

TABLE OF CONTENTS

CHAPTER 8: SAFETY AND LOSS PREVENTION

POLICY 8.1: SAFETY AND LOSS PREVENTION POLICY

- A. PROMOTIONS OF SAFETY
- B. ADMINISTRATION OF SAFETY PROGRAM

POLICY 8.1: SAFETY AND LOSS PREVENTION POLICY

A. PROMOTIONS OF SAFETY

It is the policy of the District to promote safety in all phases of District operations. To that end, the District shall strive to provide safe equipment, necessary personal protection, and adequate training. It is the responsibility of every employee and officer to cooperate in promoting safety and integrating safety procedures into all operations.

B. ADMINISTRATION OF SAFETY PROGRAM

1. The Fire Chief shall be responsible for the day-to-day administration of the District's safety and loss prevention program, including:
 - a. Implementation of necessary loss prevention and risk control policies and programs, including the following:
 - (1) Participation by and accountability for all officers and employees in loss prevention activities.
 - (2) Hazard assessments and control.
 - (3) Accident investigations.
 - (4) Personal protective and safety equipment programs.
 - (5) Training programs.
 - (6) Operations evaluations.
 - (7) Claims management and early return to work efforts.
 - b. Legal compliance with all federal, state, and local safety and health regulations.
 - c. Providing personnel with needed resources to insure compliance with the District's loss prevention and control policies.
 - d. Review of District loss data and accident investigation findings; evaluation of loss prevention activities, comparing them with current needs; assignment of responsibility for corrective action measures; and maintenance of necessary records of District activities.
 - e. Consulting with the District's insurance agents and carriers in developing loss control policies and procedures.

- f. Creating and managing an early return-to-work program for injured employees.
- g. Insuring personnel policies, manuals, job descriptions, and job placement practices are in place, and that all District volunteers, employees and officers are in compliance.

TABLE OF CONTENTS
CHAPTER 9: PURCHASING PROCEDURES

- I. BACKGROUND**
 - A. Policy:**
 - B. Purpose: .**
 - C. Applicability of the Utah Procurement Code:**
 - 1. Exception - State or Federal Law or Regulations:**
 - 2. Exception - Federal Funding/Grants: .**
- II. DEFINITIONS**
 - A. Board:**
 - B. Statutory Definitions:**
 - C. Procurement Officer:**
 - D. Additional Definitions:**
 - 1. Act or Procurement Code:**
 - 2. Actual Costs:**
 - 3. Adequate Price Competition:**
 - 4. Bid Bond:**
 - 5. Bid Rigging:**
 - 6. Bid Security:**
 - 7. Brand Name or Equal Specification:**
 - 8. Brand Name Specification:**
 - 9. Collusion:**
 - 10. Cost Analysis:**
 - 11. Cost Data:**
 - 12. Cronyism:**
 - 13. Favored Vendor:**
 - 14. Manager:**
 - 15. Mandatory Requirement:**
 - 16. Minor Irregularity:**
 - 17. New Technology:**
 - 18. Participating Addendum:**
 - 19. Payment Bond:**
 - 20. Price Analysis:**
 - 21. Price Data:**
 - 22. Record:**
 - 23. Retention Schedule:**
 - 24. Surety Bond:**
- III. GENERAL PROVISIONS**

- A. Procurement Officer:
- B. Approval of Purchases:
- C. Availability of Funds: .
- D. Delivery of Goods:
- E. Cooperative Purchasing and Purchasing Preferences:
 - 1. Cooperative Purchasing:
 - 2. Preference for State Products and Resident Contractors:
- F. Purchase Records:
 - 1. Invoices and Receipts:
 - 2. Penalty for Double Payment:
 - 3. Use of Forms:
- G. Surplus Property and Salvage: 18
 - 1. Disposal of Surplus Property:
 - 2. Salvage:
 - 3. Donation, Disposal, or Destruction of Surplus Property:
- H. Inspection:
- I. Technology Modification:
- IV. CONTRACTUAL TERMS
 - A. Multi-Year Contracts:
 - 1. In Excess of Five Years:
 - 2. Availability of Funds:
 - 3. Indefinite Term:
 - B. Type of Contract:
 - 1. Generally:
 - 2. Cost-Plus-a-Percentage-of-Cost: .
 - 3. Cost Reimbursement:
 - C. Installment Payments:
- V. SMALL PURCHASES 21
 - A. General:
 - 1. Definition: .
 - 2. Thresholds:
 - 3. Vendor Prequalification:
 - 4. Rotation System:
 - B. Small Purchases Threshold for Architectural and Engineering Services:
 - 1. Threshold:
 - 2. Procedure:
 - 3. Specifications:
 - C. Small Purchases Threshold for Construction Projects:
 - 1. Threshold:

- 2. **Procedure:**
- 3. **Specifications:**
- 4. **Up to \$25,000:**
- 5. **From \$25,000 to \$100,000:**
- 6. **Over \$100,000:**
- D. Quotes for Small Purchases between \$2,001 and \$50,000:**
 - 1. **From \$1,000 to \$5,000:**
 - 2. **Above \$4,000 to \$50,000:**
 - 3. **Above \$50,000:**
 - 4. **Public Record:**
- E. Small Purchases of Services of Professionals, Providers, and Consultants**
 - 1. **Up to \$100,000**
 - 2. **Procedure:**
 - 3. **Cost Not Primary:**
- F. Optional Competitive Bidding:**
- G. Petty Cash:**
- H. Open Charge Accounts:**
- VI. VENDOR PREQUALIFICATION**
 - A. Prequalification of Potential Vendors:**
 - B. Approved Vendor List:**
 - 1. **Thresholds:**
- VII. SPECIFICATIONS**
 - A. Content:**
 - 1. **Economy and Competition:**
 - 2. **Conflicts Generally Prohibited:**
 - 3. **Brand Name or Equal Specifications:**
 - 4. **Brand Name Sole Source Requirements:**
- VIII. COMPETITIVE PROCUREMENT**
 - A. Request for Information:**
 - 1. **Use:**
 - 2. **Confidentiality:**
 - B. Competitive Bids and Proposals - Over \$25,000.00:**
 - C. Bidding Procedure:**
 - 1. **Invitation for Bids:**
 - 2. **Addenda to Invitation for Bids:**
 - 3. **Pre-Bid Conferences/Site Visits:**
 - 4. **Public Notice:**
 - 5. **Bids and Modifications to a Bid Received After the due Date and Time:**
 - 6. **Opening and Recording of Bids:**

7. **Errors in Bids:**
8. **Errors Discovered After the Award of Contracts:**
9. **Re-solicitation of a Bid:**
10. **Bid Award:**
11. **Only One Bid Received:**
12. **Multiple or Alternate Bids:**
13. **Methods to Resolve Tie Bids:**
14. **Notice of Award:**
15. **Multiple Stage Bidding Process:**
 - D. **Unpriced Offers:**
 - E. **Competitive Sealed Proposals: .**
 1. **Content of the Request for Proposals:**
 2. **Multiple Stage RFP Process:**
 3. **Exceptions to Terms and Conditions Published in the RFP:**
 4. **Protected Records:**
 5. **Notification:**
 6. **Process for Submitting Proposals with Protected Business Confidential Information:**
 7. **Pre-proposal Conferences/Site Visits:**
 8. **Addenda to Request for Proposals:**
 9. **Modification or Withdrawal of Proposal Prior to Deadline:**
 10. **Proposals and Modifications, Delivery and Time Requirements:**
 11. **Errors in Proposals:**
 12. **Evaluation of Proposals:**
 13. **Correction or Withdrawal of Proposal:**
 14. **Interviews and Presentations:**
 15. **Best and Final Offers:**
 16. **Cost-benefit Analysis Exception: CM/GC:**
 17. **Only One Proposal Received:**
 18. **Evaluation Committee Procedures for Scoring Criteria Other Than Cost:**
 19. **Criteria for Scoring Criteria Other Than Cost:**
 20. **Minimum Score Thresholds:**
 21. **Evaluation Committee members Required to Exercise Independent Judgment:**
 22. **Professional Services other than Architecture, Engineering and Surveying:**
 23. **Publicizing Awards:**
 24. **Timing of Rejection:**
 - F. **Annual Renewals of Purchase Contracts: .**
- G. **Conformity to Solicitation Requirements:**
 1. **Rejection:**

- 2. **Conditions or Exceptions:**
 - 3. **Deletion:**
 - H. **Unreasonable or Unbalanced Pricing:**
 - 1. **Rejection:**
 - I. **Rejection for Nonresponsibility or Nonresponsiveness:**
 - 1. **Nonresponsible Bidder or Offeror:**
 - 2. **Nonresponsive Offer:**
 - 3. **Bid Security Failure:**
 - 4. **Documentation:**
 - J. **Rejection for Suspension/Debarment:**
- IX. CANCELLATION, REJECTION AND DEBARMENT 57**
- A. **General Provisions: 57**
 - 1. **Cancellation:**
 - 2. **Rejection of Bids and Proposals:**
 - 3. **Documentation:**
 - B. **Re-solicitation:**
 - 1. **No Response:**
 - 2. **Inadequate Supplemental Response:**
 - C. **Cancellation Before Award. 58**
 - 1. **Determination:**
 - D. **Alternative to Cancellation.**
 - E. **Continuation of Need.**
- X. EXCEPTIONS – PROCUREMENT WITHOUT COMPETITION**
- A. **Contracts Awarded Without Competition:.**
 - 1. **Sole Source:**
 - 2. **Continuation of Previous Purchase:**
 - 3. **No Response to Bid Invitation:**
 - 4. **Cooperative Contract:**
 - 5. **Emergency Procurement:**
 - 6. **Alternative Procurement Methods:**
- XI. PROCUREMENT OF CONSTRUCTION**
- A. **State Law: .**
 - 1. **Alternative Approach:**
 - B. **Construction Cost Estimate:**
 - C. **Extra Work and Change Orders:**
 - 1. **Certification - Increases in Contract Amount:**
 - 2. **Availability of Funds or Adjustment in Scope of Work:**
 - D. **Modification of Specifications:**
 - 1. **Permanent Modifications:**

2. Appeal to the Board:3..... Status of Decision Prior to Board Action:

E. Construction Contract Management: .

1. Recommendations of Engineer:

2. Factors to Be Considered:

3. Written Statement:

4. Design Build Contracts:

5. Construction Manager/General Contractor (CM/GC):

F. Contract Clauses:

1. Prohibited Contract Terms:

2. Remedy Clauses:

G. State Construction Registry:

1. Notice of Commencement:

2. Notice of Intent to Complete:

3. Notice of Completion:

H. Retainage:

1. Withholding Based on Breach:

XII. INSPECTIONS 70

A. Justification:

B. Access to Contractor's Manufacturing/Production Facilities:

C. Inspection of Supplies and Services:

1. Contract to Control:

D. Conduct of Inspections:

XIII. PRICE AND COST

A. Price Adjustments:

1. Exceptions:

2. Computation:

3. Defective Costs or Pricing Data:

4. Price Analysis:

5. Cost Analysis:

6. Audit:

7. Retention of Books and Records:

8. Applicable Credits:

9. Use of Federal Cost Principles:

10. Authority to Deviate from Cost Principles:

XIV. MULTIPLE AWARD CONTRACTS – INDEFINITE QUANTITY CONTRACTS

A. Multiple Award:

1. Use:

2. Solicitation:

3. Invitation for Bids:

- 4. **Request for Proposals:**
- 5. **Multiple Award Contracts for Unidentified Procurement Items:**
- 6. **Ordering From Multiple Award Contracts:**
- 7. **Primary and Secondary Contracts:**
- 8. **Intent to Use:**
- B. **Contracts and Change Orders -- Contract Types:**
- C. **Prepayments:**
- D. **Leases of Personal Property:**
 - 1. **Requirements:**
 - 2. **Completion Requirement:**
- E. **Modification of Contract Terms:**

XV. PROCUREMENT OF ARCHITECT, ENGINEERING AND SURVEYING SERVICES

- A. **Hiring a Professional Architect, Engineer or surveyor:**
 - 1. **Architect-Engineer Evaluation Committee:**
 - 2. **Request for Statements of Qualifications:**
 - 3. **Evaluation of Statements of Qualifications:**
 - 4. **Negotiation and Award of Contract:**
 - 5. **Failure to negotiate Contract With the Highest Ranked Firm:**
 - 6. **Notice of Award:**
- B. **Contract Extension:**
- C. **Other Professional Services:**

XVI. BONDS

- A. **Bid Security Requirements:**
 - 1. **Construction:**
 - 2. **Other Procurements:**
 - 3. **Acceptable Bid Security Not Furnished:**
 - 4. **Forfeiture:**
- B. **Performance Bonds for Construction Contracts:**
- C. **Surety or Performance Bonds for Non-construction Procurement Items:**
 - 1. **Permissive:**
 - 2. **Limitation:**
- D. **Payment bonds:**
 - 1. **Waiver:**
 - 2. **Failure to Obtain:**

XVII. PROHIBITED ACTS/ETHICS

- A. **Supremacy of Law: .**
- B. **Conflict of Interest:**
- C. **Nepotism Prohibited:**
- D. **Improper Influence:**
- E. **Collusion:**

- F. Sales Taxes:**
- G. Gifts and Gratuities:**
- H. Personal Purchases:**
 - 1. No Personal Use or Ownership - Exceptions:**
 - 2. Personal Purchases - Validity:**
- I. Favored Vendor:**
- J. Procurement Professional:**
 - 1. Socialization With Vendors and Contractors:**
 - 2. Duty to Notify Supervisor:**

XVIII. CONTROVERSIES AND PROTESTS

- A. Procurement Code Provisions:**
 - 1. Part 16:**
 - 2. Part 19:**
- B. General: .**
 - 1. Deadline:**
 - 2. Protest Document:**
 - 3. Resolution/Correction of Errors:**
- C. Verification of Legal Authority:**
- D. Intervention in a Protest:**
 - 1. Period of Time to File:**
 - 2. Contents of a Motion to Intervene:**
 - 3. Granting of Status:**
 - 4. Late Motion:**
- E. Delay in Award of Contract:**
- F. Proceedings to Debar/Suspend Potential Contractors:**
 - 1. Debarment:**
 - 2. Suspension:**
- G. Resolution of Controversies:**
- H. Written Decision:**
- I. Timing and Finality of Decision:**
 - 1. Adverse Decision Presumed After 30 Days:**
 - 2. Finality:**
 - 3. Written Decision:**
- J. Violation of Law:**
- K. Options After Adverse Determination:**
- L. Fraudulent Conduct by Contractor:**
- M. Appeal to the Board:**

PURCHASING POLICY AND PROCEDURES

I. BACKGROUND

- A. **Policy:** This shall be known as the North Davis Fire District (the “District”) Purchasing Policy (the “Policy”).
- B. **Purpose:** The purpose of this policy is to identify the procedure for approval and payment for all purchases or encumbrances by the District and to insure that all such payments and encumbrances are fair and reasonable and are not in conflict with applicable law. The Policy is applicable to all Board Members and employees.
- C. **Applicability of the Utah Procurement Code:** The District is a subject to the Utah Procurement Code (Utah Code Ann. §§ 63G-6a-101 *et. seq.*) and, as such, purchases by the District shall be made in accordance with applicable sections of the Procurement Code, as now constituted or as it may be amended and modified from time to time. For purposes of the application of the Procurement Code and this Policy, the District is a procurement unit with independent procurement authority.
1. **Exception - State or Federal Law or Regulations:** Notwithstanding the provisions of Subsection C. above, whenever any purchase or encumbrance is made with state or federal funds and applicable state or federal law or regulations are in conflict with this Policy, to the extent that following the provisions of this Policy might jeopardize the use of those funds or future state or federal funds, such conflicting provisions of this Policy shall not apply and the District shall follow the procedure required by the applicable state or federal law or regulation.
 2. **Exception - Federal Funding/Grants:** When a procurement involves the expenditure of federal assistance or contract funds, the District shall comply with any mandatorily applicable federal law and regulations which are not reflected in this Policy. This Policy shall not prevent the District from complying with the terms and conditions of any grant, gift, or bequest that are otherwise consistent with law.

II. DEFINITIONS

As used in the Policy, the following definitions shall be applicable.

- A. **Board:** The legislative body of the District is referred to herein as the “Board”. For purposes of the Procurement Code and this Policy, the Board is the Applicable Rulemaking Authority for the District.

- B. Statutory Definitions:** The definitions of terms set forth in Utah Code Ann. §§ 63G-6a-103 and -104, as they may be amended from time-to-time are, to the extent applicable to this Policy and the activities of the District, incorporated herein by this reference.
- C. Procurement Officer:** The Fire Chief] shall be the District's "Procurement Officer" and other employees of the District may act as Procurement Officers as authorized and delegated by the Board and/or the Procurement Officer. If the above blank is not filled in, the Manager, as defined below, shall serve as the District's Procurement Officer. References in this Policy to the Procurement Officer shall include any "designee" or "delegate" designated by the Procurement Officer or the Board.
- D. Additional Definitions:**
1. **Act or Procurement Code:** means the Utah Procurement Code found in Title 63G, Chapter 6a of the Utah Code.
 2. **Actual Costs:** means direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs.
 3. **Adequate Price Competition:** requires a minimum of two competitive bids, proposals, or quotes from responsive bidders or offerors.
 4. **Bid Bond:** is either cash or an insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount, and if the contract is awarded to the bonded bidder, the bidder must accept the contract as bid or the cash will be forfeited or the surety will pay the specified bond amount to the District.
 5. **Bid Rigging:** is an agreement among potential competitors to manipulate the competitive bidding process, for example, by agreeing not to bid, to bid a specific price, to rotate bidding, or to give kickbacks.
 6. **Bid Security:** means the deposit of cash or a certified check, cashier's check, bank draft, money order, or bid bond submitted with a bid and serving to guarantee to the District that the bidder, if awarded the contract, will execute such contract in accordance with the bidding requirements and the contract documents.
 7. **Brand Name or Equal Specification:** means a specification which uses a brand name specification to describe the standard of quality, performance, and other characteristics being solicited, and which invites the submission of equivalent products.

8. **Brand Name Specification:** means a specification identifying one or more products by manufacturer name, product name, unique product identification number, product description, SKU or catalogue number.
9. **Collusion:** occurs when two or more persons act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition in violation of law.
10. **Cost Analysis:** means an evaluation of cost data for the purpose of arriving at estimates of costs to be incurred, prices to be paid, costs to be reimbursed, or costs actually incurred.
11. **Cost Data:** means factual information concerning the cost of labor, materials, overhead, and other cost elements which are expected to be incurred or which have actually been incurred by the contractor in performing the contract.
12. **Cronyism:** is an anticompetitive practice that may violate federal and state antitrust and procurement laws. Cronyism in government contracting is a form of favoritism where contracts are awarded on the basis of friendship, association or political connections instead of fair and open competition.
13. **Favored Vendor:** applies to a situation wherein the Procurement Officer, an evaluation committee member, a contract administrator, or a District employee unfairly, by means of deceit or in violation of law, favors one vendor over another in the process of awarding a contract. Examples of ways in which District contracts may improperly be steered to a “favored vendor” include, but are not limited to:
 - a. Collusion or manipulation of the procurement to steer a contract award to a particular vendor;
 - b. Illegal bribes or kickbacks paid by a vendor in exchange for a contract award;
 - c. Unjustified sole source contract awards to a vendor;
 - d. Bid rigging schemes;
 - e. Writing specifications that are overly restrictive or written in a way that gives an unfair advantage to a particular vendor;
 - f. Improperly splitting purchases to avoid use of a standard competitive procurement process;

- g. Leaking bid or proposal information to a particular vendor to the exclusion of other vendors; or
- h. Not following established policies and procedures when approving change orders.
- 14. **Manager:** as used in this Policy refers to the chief executive officer of the District, whether that person’s official title is “General Manager”, “Executive Director”, or any other title, and includes any designee of the Manager.
- 15. **Mandatory Requirement:** means a condition set out in the specifications/statement of work that must be met without exception.
- 16. **Minor Irregularity:** is a variation from the solicitation that does not affect the price of the bid, offer, or contract or does not give a bidder/offeror an advantage or benefit not shared by other bidders/offerors, or does not adversely impact the interests of the District.
- 17. **New Technology:** means any invention, discovery, improvement, or innovation that was not available to the District on the effective date of the contract, whether or not patentable, including, but not limited to, new processes, emerging technology, machines, and improvements to or new applications of existing processes, machines, manufactures and software. Also included are new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable and any new process, machine, including software, and improvements to, or new applications of, existing processes, machines, manufactures and software.
- 18. **Participating Addendum:** means an agreement issued in conjunction with a State Cooperative Contract awarded by the Division of Purchasing and General Services (a “**Cooperative Contract**”) that authorizes a public entity such as the District to use the Cooperative Contract.
- 19. **Payment Bond:** is a bond that guarantees payment for labor and materials expended on the contract.
- 20. **Price Analysis:** means the evaluation of price data without analysis of the separate cost components and profit.
- 21. **Price Data:** means factual information concerning prices for procurement items.

22. **Record**: shall have the meaning specified in Utah Code Ann. § 63G-2-103.
23. **Retention Schedule**: refers to the record retention schedule applicable to the District as approved by the State Records Committee, or the model retention schedule maintained by the State Archivist if the District does not have its own approved retention schedule.
24. **Surety Bond**: (performance bond) means a promise to pay the District a certain amount if the principal (contractor) fails to meet some obligation, such as fulfilling the terms of a contract. The surety bond protects the District against losses resulting from the principal's failure to meet the obligation. In the event that any obligation is not met, the District may recover its losses via the bond.

III. GENERAL PROVISIONS

- A. **Procurement Officer**: Except as otherwise specifically authorized by the Board, no officer or employee of the District shall purchase for and on behalf of the District any material or supplies, goods, wares, merchandise, or services of any kind or character, except through the Procurement Officer or his/her designee, and no voucher, check or other method of payment shall be honored if this procedure is not followed; provided, however, that this Subsection shall not apply to emergency purchases as specifically provided in Subsection X.A.5 of this Policy.
- B. **Approval of Purchases**: Except as otherwise provided in this Policy, the Board must approve all expenditures of the District. Notwithstanding the foregoing, however, the Procurement Officer, and/or any other person designated by the Board to act as the “budget officer” and/or the “financial officer” of the District under the provisions of Utah Code Ann. §§ 17B-1-601 *et. seq.*, may issue payroll checks that are prepared in accordance with a schedule approved by the Board and pay routine expenditures such as utility bills, withholding deposits for federal, state and FICA, the District’s share of FICA, withholdings for health and life insurance, postage and bond payments when due, and make transfers from one fund to another as part of routine bookkeeping procedures. Notwithstanding anything contained in this Policy to the contrary, however, the Board will review all District expenditures on a quarterly or more frequent basis.
- C. **Availability of Funds**: No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance are available and the purchase is approved by the appropriate District officials as herein provided.
- D. **Delivery of Goods**: No officer or employee of the District shall request any merchant, dealer or other vendor to deliver goods to the District other than in compliance with the requirements of this Policy and pursuant to any required approval from the Board or the Procurement Officer, except in the case of an emergency purchase as provided in

Subsection X.A.5 of this Policy.

E. Cooperative Purchasing and Purchasing Preferences:

- 1. Cooperative Purchasing:** Nothing contained in this Part III. shall be construed to limit the ability of the District to purchase a procurement item from another procurement unit or join with other units of government in centralized or cooperative purchasing plans or systems, with proper authorization, including participating in state or federal public cooperative procurement contracts, as provided in Part 21 of the Procurement Code, entitled “Interaction Between Procurement Units”.
 - a.** Cooperative purchasing will be conducted in accordance with the requirements set forth in Section 63G-6a-2105 of the Act.
 - b.** In accordance with Section 63G-6a-2105, the District may obtain procurement items from state cooperative contracts.
 - i.** The District may request additional volume discount pricing for large volume orders, provided the state cooperative contractor is willing to offer additional discounts for large volume orders, by issuing a “Request for Price Quotations” to a vendor on a state cooperative contract for the procurement item being purchased. The District may not, however, coerce, intimidate or in any way compel a vendor on a state cooperative contract to offer additional discount pricing
 - ii.** The Request for Price Quotations shall include:
 - (1) A detailed description of the procurement item;
 - (2) The estimated number or volume of procurement items that will be purchased;
 - (3) The period of time that price quotations will be accepted, including the date and time the price quotations will be opened;
 - (4) The manner in which price quotations will be accepted;
 - (5) The place where price quotations shall be submitted; and
 - (6) The period of time the price quotation must be guaranteed.
 - iii.** Price quotations shall be kept confidential until the date and time of the opening and may not be disclosed to other

- vendors on state cooperative contracts until after the date and time of the opening. Email quotations are acceptable.
- iv. Price quotations will be opened in the presence of a minimum of two witnesses.
 - v. Price quotations will become public at the time of the opening.
- c. A state cooperative contract may not be used for:
- i. An anti-competitive practice such as:
 - (1) Bid rigging;
 - (2) Steering a contract to a preferred state cooperative contractor;
 - (3) Utilizing auction techniques where price quotations are improperly disclosed and contractors bid against each other's price;
 - (4) Disclosing pricing or other confidential information prior to the date and time of the opening; or
 - (5) Any other practice prohibited by the Procurement Code.
 - d. All sales to the District resulting from quotations received under the process conducted in accordance with Subsection E.1.b. will be recorded as usage under the existing state cooperative contract, are subject to the administrative fee associated with the state cooperative contract, and will be reported to the Division of Purchasing and General Services.

2. **Preference for State Products and Resident Contractors:** Section 63G-6a-1002 of the Procurement Code provides for a reciprocal preference for the providers of procurement items produced, manufactured, mined, grown, or performed in Utah and Section 63G-6a-1003 provides a reciprocal preference for resident Utah contractors. In the event more than one equally low preferred bidder or contractor qualifies for the reciprocal preference, the Procurement Officer shall consider the preferred bidders or contractors to be tied and will follow the process specified in Section 63G-6a-608 of the Procurement Code and Subsection VIII.C.14 of this Policy.

F. Purchase Records:

1. **Invoices and Receipts:** Invoices prepared by the vendor, cash register receipts and/or other written documentation to substantiate District expenditures will be maintained as part of the District's financial records in

accordance with customary procedures for public entities such as the District. Whenever possible, original invoices will be used as supporting documentation for District purchases.

2. **Penalty for Double Payment:** An intentional effort on the part of a supplier to obtain a double payment may serve as the basis for a “debarment” under which that supplier will be precluded from providing materials, goods and/or services to the District for a prescribed time. Similarly, any intentional effort on the part of a District employee to receive a double reimbursement may result in sanctions, including termination.
3. **Use of Forms:** All departments are required to file with the Procurement Officer detailed requisitions for their requirements of supplies, contractual services, materials and equipment.

G. Surplus Property and Salvage:

1. **Disposal of Surplus Property:** Surplus property having a value of **\$2,000.00** or less may be disposed of in a commercially reasonable manner as the Procurement Officer sees fit, with all proceeds of the disposal to be the property of the District. Surplus property with a value in excess of **\$2,000.00** may not be disposed of until the Board has declared the property to be surplus, after which it may be disposed of for the benefit of the District in a commercially reasonable manner as directed by the Board. This requirement shall not apply when the surplus property, such as a vehicle or equipment, is being “traded in” on the purchase of substitute property, provided that the acquisition of the substitute property is in conformance with the requirements of this Policy.
2. **Salvage:** Metal and other items of some residual value may be salvaged by employees of the District while working on District facilities and improvements. Such salvaged items continue to be the property of the District and are to be disposed of accordingly. As a consequence, all receipts from salvaging such items shall be the property of the District and shall be safeguarded and accounted for as such.
3. **Donation, Disposal, or Destruction of Surplus Property:** The Procurement Officer may donate to a charitable organization, destroy, or dispose of as waste any surplus property that is worth less than **\$30.00** without involvement of the Board if:
 - a. The surplus property fails to sell at auction;

- b. The cost of selling the surplus property is greater or equal to the value of the surplus property;
 - c. The surplus property is no longer usable;
 - d. The surplus property is damaged and either cannot be repaired or the cost of repair is greater than or equal to the value of the surplus property in a repaired state; or
 - e. The surplus property can be replaced for less than the cost of repairing the surplus property.
- H. **Inspection:** The Procurement Officer shall cause to be inspected, or supervise the inspection of, all deliveries of supplies, materials and equipment to determine their conformance with the specifications set forth in any applicable contract. The Procurement Officer is to be notified by the responsible department head forthwith of any item not received within 30 days after a reasonable delivery time has elapsed.
- I. **Technology Modification:** Any contract may be subject to a modification for technological upgrades if a provision to that effect was included in the solicitation or the contract. Any modification to a contract for upgraded technology should be substantially within the scope of the original procurement or contract. Then, if both parties agree to the modification, the contract may be modified for a technological upgrade without going through a new procurement process. A technological upgrade or modification may extend the contract term beyond the original term of the contract only as provided in the Procurement Code and this Policy.

IV. CONTRACTUAL TERMS

- A. **Multi-Year Contracts:** The District may enter into multi-year contracts in accordance with Section 63G-6a-1204 of the Act. In particular, a contract for supplies or services may be entered into for any period of time, up to five years, deemed to be in the best interest of the District; provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Prior to the utilization of a multi-year contract, it should be determined in writing that estimated requirements cover the period of the contract and are reasonably firm and continuing and that a multi-year contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economies in District procurement.
 - 1. **In Excess of Five Years:** Notwithstanding the foregoing, or anything to the contrary in this Policy, a contract may be entered into for a period in excess of five years, or for an indeterminate period that is terminable at-will

by the District, with or without cause, based upon a written determination by the Procurement Officer, as provided in Section 63G-6a-1204, that:

- a. A longer period is necessary in order to obtain the procurement unit,
- b. A longer period is customary for industry standards, or
- c. A longer period is in the best interest of the District.

The Procurement Officer's written determination shall be included in the file for the subject procurement.

2. **Availability of Funds:** As allowed by law or the underlying contract, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, a multi-year contract may be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriation available for that purpose.
3. **Indefinite Term:** Based upon a written determination by the Procurement Officer as provided in paragraph 1 above, with the concurrence of the contracting parties, a contract may be entered into as, or may be modified to become, an indefinite term contract terminable at will by the District.

B. Type of Contract:

1. **Generally:** Subject to the limitations of this Section B., any type of contract which will promote the best interest of the District may be used; provided that, if a contract other than a firm fixed price contract will be used, the Procurement Officer must make a written determination as required by Section 63G-6a-1205(3) of the Act that the proposed contractor's accounting system will permit the timely development of all necessary cost data in the form required by the specific contemplated contract type; the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District taking into consideration the criteria specified in Section 63G-6a-1205(3)(c). The various contract types that may be used are identified in Section 63G-6a-1205(4).
2. **Cost-Plus-a-Percentage-of-Cost:** As provided in Section 63G-6a-1205(5) of the Act, the District may not enter into a cost-plus-a-percentage-of-cost contract unless the contract form is approved by the Procurement

Officer; it is standard practice in the industry to obtain the subject procurement item through a cost plus contract; and any percentage and the method of calculating costs stated in the contract are in accordance with industry standards.

3. **Cost Reimbursement:** A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the District than any other contract type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract, and the proposed contractor has an adequate accounting system to timely develop cost data and to allocate costs in accordance with generally accepted accounting principles.

- C. **Installment Payments:** The District may make installment payments in accordance with Section 63G-6a-1208 of the Act.

V.SMALL PURCHASES

- A. **General:** Small purchases shall be conducted in accordance with the requirements set forth in Section 63G-6a-408 of the Act. This Part V provides additional requirements and procedures and is to be used in conjunction with the Procurement Code.

1. **Definition:** A "Small Purchase" is a procurement conducted by the District without using a standard procurement process.
2. **Thresholds:** Small Purchase thresholds are as follows:
 - a. The "Individual Procurement Threshold" is a maximum amount of **\$2,000** for a procurement item;
 - i. For individual procurement item(s) costing up to **\$2,000**, the District may select the best source by direct award and without seeking competitive bids or quotes.
 - b. The "Single Procurement Aggregate Threshold" is a maximum amount of **\$5,000** for multiple procurement item(s) purchased from one source at one time; and
 - c. The annual cumulative threshold from the same source is a maximum amount of **\$50,000**.
3. **Vendor Prequalification:** Should the District elect to pre-qualify vendors for a small purchase, the District will follow the process described in Section 63G-6a-403 of the Act to prequalify potential vendors and Section

63G-6a-404 to develop an approved vendor list, or Part 15 of the Procurement Code for the selection of architectural and engineering services.

4. **Rotation System:** Whenever practicable, the District will use a rotation system or other system designed to allow for competition when using the small purchases process.

B. Small Purchases Threshold for Architectural and Engineering Services:

1. **Threshold:** The small purchase threshold for architectural or engineering services is a maximum amount of **\$100,000** per budget year.
2. **Procedure:** Architectural or engineering services may be procured, up to a maximum of **\$100,000**, by direct negotiation after reviewing the qualifications of a minimum of three architectural or engineering firms.
3. **Specifications:** The District will include minimum specifications when using the small purchase threshold for architectural and engineering services.

C. Small Purchases Threshold for Construction Projects:

1. **Threshold:** The small construction project threshold is a maximum of **\$2,500,000** for direct construction costs, including design and allowable furniture or equipment costs;
2. **Procedure:** The District will follow the process described in Section 63G-6a-403 of the Act to prequalify potential vendors and in Section 63G-6a-404 to develop an Approved Vendor List, or other applicable selection methods described in the Procurement Code for construction services.
3. **Specifications:** Minimum specifications will apply when using the small purchases threshold for construction projects.
4. **Up to \$25,000:** The District may procure small construction projects up to a maximum of **\$25,000** by direct award without seeking competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting and other construction related requirements will be met. The awarded contractor must certify that the contractor is capable of meeting the minimum specifications of the project.
5. **From \$25,000 to \$100,000:** The District may procure small construction projects costing more than **\$25,000** up to a maximum of **\$100,000** by

obtaining a minimum of two competitive quotes that include minimum specifications, and will award the work to the contractor with the lowest quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements will be met.

6. **Over \$100,000:** Between \$100,000 and \$2,500,000, the District may invite at least three contractors from the approved vendor list to submit quotes or bids that include minimum specifications, and may award the work to the contractor with lowest quote or bid that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements will be met. If an approved vendor list is not established under Sections 63G-6a-403 and -404 of the Act, the District will procure construction projects costing more than **\$100,000** using an invitation to bid or other approved source selection method outlined in the Procurement Code any may do the same for construction projects that cost less than **\$100,000**, in the District's discretion.

D. Quotes for Small Purchases between \$2,001 and \$50,000:

1. **From \$1,000 to \$5,000:** For procurement item(s) other than architectural and engineering services, other professional or consulting services, or construction, where the cost is greater than **\$2,000** up to a maximum of **\$5,000**, the District will obtain at least two price quotations based on minimum specifications and may purchase the procurement item from the responsible vendor offering the lowest quote or best value that meets the specifications.
2. **Above \$5,000 to \$50,000:** For such procurement item(s) costing more than **\$5,000**, up to a maximum of **\$50,000**, the District will obtain at least two competitive quotes that include minimum specifications and may purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications.
3. **Above \$50,000:** For procurement item(s) costing more than **\$50,000**, the District will conduct an invitation for bids or other procurement process outlined in the Procurement Code.
4. **Public Record:** The names of the vendors offering quotations or bids and the date and amount of each quotation or bid will be recorded and maintained as a governmental record.

E. Small Purchases of Services of Professionals, Providers, and Consultants:

1. **Up to \$100,000:** The small purchase threshold for professional service providers and consultants is a maximum amount of **\$100,000** per budget year.
 2. **Procedure:** After reviewing the qualifications of a minimum of two professional service providers or consultants, the District may obtain professional services or consulting services:
 - a. Up to a maximum cost of **\$50,000** by direct negotiation; or
 - b. Over **\$50,000** up to a maximum of **\$100,000** by obtaining a minimum of two quotes.
 3. **Cost Not Primary:** The District need not select the professional service provider presenting the lowest cost quotation, but may instead base the selection on other documented factors such as experience, knowledge and reputation.
- F. Optional Competitive Bidding:** Notwithstanding the foregoing, the District may require any acquisition of supplies, materials or equipment to be competitively bid if, in the determination of the Board or the Procurement Officer, such action would be in the best interest of the District.
- G. Petty Cash:** A limited amount of “petty cash” may be maintained at the District office to be used for small purchases that are needed before regular purchasing procedures can be implemented. All petty cash slips or other proof of the amount of the petty cash expenditure must be signed by the employee responsible for the purchase and approved by either the Procurement Officer or the person responsible for accounts payable of the District. Whenever feasible, the items purchased are to be listed on the petty cash reimbursement check.
- H. Open Charge Accounts:** The District, for convenience, may maintain one or more open charge accounts with vendors who regularly provide supplies and materials. Purchases on the account must be approved by the Procurement Officer or an authorized designee prior to the purchase. Receipts are to be maintained for all credit card purchases and vendor statements are to be reconciled against those receipts prior to making credit card payments. Unless there is a dispute arising from the reconciliation or otherwise, or sufficient funds are not immediately available, all credit card charges are to be timely paid so as to avoid finance charges. No open charge account is to be utilized to circumvent the competitive requirements of this Policy.

VI.VENDOR PREQUALIFICATION

A. Prequalification of Potential Vendors. General procurement provisions, including prequalification of potential vendors, approved vendor lists, and small purchases, will be conducted in accordance with the requirements set forth in Sections 63G-6a-402 through -408 of the Act. This Part VI provides additional procedures and is to be used in conjunction with the Procurement Code.

B. Approved Vendor Lists.

- 1. Thresholds:** The District may establish approved vendor lists in accordance with the requirements of Sections 63G-6a-403 and -404 of the Act.
 - a.** Contracts or purchases from an approved vendor list may not exceed the following thresholds:
 - i.** Construction Projects: **\$2,500,000** per contract, for direct construction costs, including design and allowable furniture or equipment costs, awarded using an invitation for bids or a request for proposals;
 - ii.** Professional and General Services, including architectural and engineering services: **\$100,000**; and
 - iii.** Information Technology: **\$500,000**.
 - b.** Thresholds for other approved vendor lists may be established by the Procurement Officer.

VII.SPECIFICATIONS

A. Content: The District will include in solicitation documents specifications for the procurement item(s) being sought.

- 1. Economy and Competition:** Specifications will be drafted with the objective of clearly describing the District's requirements and encouraging competition.
 - a.** Specifications will emphasize the functional or performance criteria necessary to meet the needs of the District.
 - b.** All specifications prepared for the solicitation of bids or proposals will seek to promote over-all economy and best uses for the purposes intended and encourage competition in satisfying the District's needs, and not be unduly restrictive.

- c. The requirements of this Section A regarding the purposes and non-restrictiveness of specifications shall apply to all specifications including, but not limited to, those prepared for the District by architects, engineers, designers, and draftsmen.

2. **Conflicts Generally Prohibited:** Except as specifically provided in this Subsection 2, persons with a conflict of interest, or who anticipate responding to the proposal for which the specifications are written, may not participate in writing specifications. A person may be retained to assist in writing specifications, scopes of work, requirements, qualifications, or other components of a solicitation. A person assisting in writing specifications shall not, at any time during the procurement process, be employed in any capacity by, nor have an ownership interest in, an individual, public or private corporation, governmental entity, partnership, or unincorporated association bidding on or submitting a proposal in response to the solicitation provided, however, that this restriction shall not apply to a design build construction project or other procurements as determined in writing by the Procurement Officer.

- a. A non-employee of the District (such as a consulting engineer) who has prepared specifications for use by the District may participate in a District procurement using those specifications only if the person declares, in a writing delivered to the Manager, an intent to do so and the Manager makes a written determination, which is placed in the bid or contract file, indicating that it is in the best interest of the District to allow the identified non-employee to participate in the procurement, including an identification of specific benefits that are expected to be received by the District and a determination that participation by the non-employee will not be prejudicial to the fair and equal conduct of the procurement process.

b. Violations may result in:

- i. The bidder or offeror being declared ineligible to be awarded the contract;
- ii. The solicitation being canceled;
- iii. Termination of an awarded contract; or
- iv. Any other action determined to be appropriate by the Board.

3. **Brand Name or Equal Specifications:**

- a. Brand name or equal specifications may be used when:

- i. An "or equivalent" reference is included in the specification; and,
 - ii. As many other brand names as practicable are also included in the specification.
- b. Brand name or equal specifications should include a description of the particular design and functional or performance characteristics which are required. Specifications unique to the brands shall be described in sufficient detail to enable a vendor to respond with an equivalent product.
- c. When a manufacturer's specification is used in a solicitation, the solicitation will state the minimum acceptable requirements of an equivalent. When practicable, the District will name at least two manufacturer's specifications.

4. Brand Name Sole Source Requirements:

- a. If only one brand can meet the requirement, the District will conduct the procurement in accordance with Section 63G-6a-802 of the Act and solicit from as many providers of the brand as is practicable; and
- b. If there is only one provider that can meet the requirement, the District will conduct the procurement in accordance with Section 63G-6a-802.
- c. Notwithstanding the foregoing, or anything to the contrary in this Policy, when the equipment or other procurement items designated by brand name for a construction project are projected to cost no more than ten percent (10%) of the total cost of the construction project, a designated brand may be identified in the specifications and the District will not be required to consider arguably equivalent products.

VIII. COMPETITIVE PROCUREMENT

- A. **Request for Information:** Before issuing an invitation for bids or a request for proposals, the District may issue a request for information to determine whether to issue an invitation for bids or request for proposals and generate interest in a potential procurement by the District as provided in Sections 63G-6a-501 through -505 of the Act.

1. **Use:** A request for information may not be used to make a purchase or enter into a contract, but may be used to seek a wide range of information including:
 - a. The availability of a procurement item;
 - b. Delivery schedule;
 - c. Industry standards and practices;
 - d. Product specification;
 - e. Training;
 - f. New Technology;
 - g. Capabilities of potential providers of a procurement item; and
 - h. Alternate solutions.

2. **Confidentiality:** A request for information should indicate the procedure for business confidentiality claims and other protection provided by the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code.

B. Competitive Bids and Proposals - Over \$25,000.00Error! Bookmark not defined.: Except as otherwise allowed by law and this Policy, contracts for services, supplies, materials, or equipment where the amount to be paid annually by the District is more than **\$25,000.00** shall be awarded only after competitive sealed bids or proposals have been requested and received. Sealed written bids or proposals are to be obtained for all such purchases in excess of **\$25,000.00** from at least three suppliers (provided that there are at least three available suppliers willing to submit a bid or proposal). Documentation regarding the sealed written bids or proposals is to be maintained by the District and the purchase is to be documented as required by the District's applicable rules and regulations.

C. Bidding Procedure: Competitive Sealed Bidding shall be conducted in accordance with the requirements set forth in Sections 63G-6a-601 through 63G-6a-612 of the Act and as provided in this Policy.

1. **Invitation for Bids:** Except as otherwise provided in this Policy, contracts will generally be awarded by competitive sealed bidding. When a contract is to be awarded by competitive sealed bidding, an invitation for bids will be issued.

- a.** The invitation for bids shall include the information required by Section 63G-6a-603 of the Act and may include a "Bid Form" or forms which provide lines for bidder information such as the following:
 - i.** The bidder's bid price;
 - ii.** The bidder's acknowledged receipt of addenda issued by the District;
 - iii.** Identification by the bidder of other applicable submissions; and
 - iv.** The bidder's signature

- b.** Bidders may be required to submit descriptive literature and/or product samples to assist in the evaluation of whether a procurement item meets the specifications and other requirements set forth in the invitation for bids.
 - i.** Product samples must be furnished free of charge unless otherwise stated in the invitation for bids and, if not destroyed by testing, will upon written request within any deadline stated in the invitation for bids be returned at the bidder's expense. Samples must be labeled or otherwise identified as specified in the invitation for bids.

- c.** Bid, payment and performance bonds or other security may be required for procurement items as set forth in the invitation for bids. Bid, payment and performance bond amounts shall be as prescribed by applicable law or be based upon the estimated level of risk associated with the procurement item and may not be increased above the estimated level of risk with the intent to reduce the number of qualified bidders.

- d.** Bids must be based upon a definite calculated price
 - i.** "Indefinite quantity contract" means a fixed price contract for an indefinite amount of procurement items to be supplied as ordered by the District and does not require a minimum purchase amount, or provide a maximum purchase limit;
 - ii.** "Definite quantity contract" means a fixed price contract that provides for the supply of a specified amount of goods over a specified period, with deliveries scheduled according to a specified schedule; and
 - iii.** Bids may not be based on using or referencing another bidder's price, including a percentage discount, a formula,

any other amount related to another bidder's price, or conditions related to another bid.

2. **Addenda to Invitation for Bids:** Prior to the submission of bids, The District may issue addenda which may modify any aspect of the invitation for bids.

- a. Addenda will be distributed within a reasonable time to allow prospective bidders to consider the addenda in preparing bids.
- b. After the due date and time for submitting bids, at the discretion of the Procurement Officer, addenda to the invitation for bids may be limited to bidders that have submitted bids, provided the addenda do not make a substantial change to the invitation for bids that, in the opinion of the Procurement Officer, likely would have impacted the number of bidders responding to the invitation for bids.

3. **Pre-Bid Conferences/Site Visits:**

- a. Pre-bid conferences and/or site visits may be conducted to explain the procurement requirements. If there is to be a pre-bid conference or a site visit, the time and place of the pre-bid conference/site visit should be stated in the invitation for bids.
- b. A pre-bid conference or a site visit may be mandatory, but only if the invitation for bids states that the conference/site visit is mandatory and provides the location, date and time of the conference/site visit and also states that failure to attend a mandatory conference/site visit shall result in the disqualification of any bidder that does not attend.
- c. Attendance at a pre-bid conference may be conducted via any of the following as determined by the Procurement Officer:
 - i. Attendance in person;
 - ii. Teleconference participation;
 - iii. Webinar participation; or
 - iv. Other approved electronic media.
- d. A site visit may generally only be attended in person provided, however, at the discretion of the Procurement Officer, an audio or video recording of a site visit may be used.

- e. Attendance and participation at all pre-bid conferences and site visits must be by an authorized representative of the vendor submitting a bid and as may be further specified in the invitation for bids.
- f. The District will maintain an attendance log including the name of each attendee, the firm the attendee is representing, the attendee's contact information, and any documents distributed to the attendees; and the District may maintain minutes of the pre-bid conference/site visit.
- g. The District may, as appropriate, publish as an addendum to the solicitation:
 - i. The attendance log;
 - ii. Minutes of the pre-bid conference and any documents distributed to the attendees at the pre-bid conference or site visit; or
 - iii. Any oral modification made to any of the solicitation documents, which shall be reduced to writing.

4. **Public Notice:** Public notice of the invitation for bids is to be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with this Section C. The notice may include publication in a newspaper of general circulation a reasonable time prior to the bid opening.

5. **Bids and Modifications to a Bid Received After the Due Date and Time:**

- a. Bids and modifications to a bid submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined under d. below.
- b. When submitting a bid or modification electronically, bidders must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system, if applicable. If a bidder is in the process of uploading a bid when the closing time arrives, the bid or modification of the bid will not be accepted.
- c. When submitting a bid or modification to a bid by physical delivery (U.S. mail, courier service, hand-delivery, or other physical means) bidders are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not

- (5) Mathematical errors not affecting the total bid price;
or
 - (6) Other errors deemed by the Procurement Officer to be immaterial or inconsequential in nature.
- c. The Procurement Officer shall approve or deny, in writing, a bidder's request to correct or withdraw a bid.
- d. Corrections or withdrawal of bids shall be conducted in accordance with Section 63G-6a-605 of the Act.

8. Errors Discovered After the Award of Contract:

- a. Errors discovered after the award of a contract may only be corrected if, after consultation with the Procurement Officer and the District's legal counsel, it is determined that the correction of the mistake does not violate the requirements of the Procurement Code or this Policy.
- b. Any such correction must be supported by a written determination signed by the Procurement Officer.

9. Re-solicitation of a Bid:

- a. Re-solicitation of a bid may occur if the Procurement Officer determines that:
 - i. A material change in the scope of work or specifications has occurred;
 - ii. Procedures outlined in the Procurement Code were not followed;
 - iii. Additional public notice is desired;
 - iv. There was a lack of adequate competition; or
 - v. Any other reason exists that causes re-solicitation to be in the best interest of the District.
- b. Re-solicitation may not be used to avoid awarding a contract to a qualified vendor in an attempt to steer the award of a contract to a favored vendor.

10. Bid Award: Unless the District elects to cancel the procurement or re-solicit bids, contracts are to be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid

meets the requirements and objective criteria described in the invitation for bids.

- a. Bids shall be based on the lowest bid for the entire term of the contract, excluding renewal periods and, unless an exception is authorized in writing by the Procurement Officer, cost may not be divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.
- b. In the event all bids for a construction project exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Procurement Officer or Board is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the scope or bid price, including changes in the bid requirements, with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

11. Only One Bid Received:

- a. If only one responsive and responsible bid is received in response to an invitation for bids, including multiple stage bidding, an award may be made to the single bidder if the Procurement Officer determines that the price submitted is fair and reasonable and other prospective bidders had a reasonable opportunity to respond, or there is not adequate time for re-solicitation. Otherwise, the bid may be rejected and:
 - i. A new invitation for bids solicited;
 - ii. The procurement canceled; or
 - iii. The procurement may be conducted as a sole source under Section 63G-6a-802 of the Act.

12. Multiple or Alternate Bids:

- a. Multiple or alternate bids will not be accepted, unless otherwise specifically required or allowed in the invitation for bids.
- b. If a bidder submits multiple or alternate bids that are not requested in the invitation for bids, the Procurement Officer will only accept the bidder's primary bid and will not accept any other bids constituting multiple or alternate bids.

13. Methods to Resolve Tie Bids:

- a. In accordance with Section 63G-6a-608 of the Act, in the event of tie bids, the contract shall be awarded to the bidder that qualifies as a Utah resident bidder, provided the bidder indicated on the invitation to bid form that it is a Utah resident bidder.
- b. If a Utah resident bidder is not identified, the preferred method for resolving tie bids is for the Procurement Officer to toss a coin in the presence of a minimum of three witnesses, with the firm first in alphabetical order being heads.
- c. Other methods to resolve a tie bid described in Section 63G-6a-608 of the Act may be used as deemed appropriate by the Procurement Officer.

14. Notice of Award:

- a. The District shall, on the day on which the award of a contract is announced, make available to each bidder and to the public a notice that includes:
 - i. The name of the bidder to which the contract is awarded and the price(s) of the procurement item(s); and
 - ii. The names and the prices of each bidder to which the contract is not awarded.

15. Multiple Stage Bidding Process: Multiple stage bidding shall be conducted in accordance with the requirements set forth in Section 63G-6a-609 of the Procurement Code.

- a. The Procurement Officer may hold a pre-bid conference as described in Subsection C.3 above to discuss the multiple stage bidding process or for any other permissible purpose.

D. Unpriced Offers: When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued under Section C above requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

E. Competitive Sealed Proposals: Whenever the Procurement Officer or other designated employee of the District determines that the use of competitive sealed bidding is either not

practicable or not advantageous to the District, a contract may be entered into using competitive sealed proposals. A request for proposals (“RFP”) shall be conducted in accordance with the requirements set forth in Sections 63G-6a-701 through 63G-6a-711 of the Procurement Code and as provided below.

1. Content of the Request for Proposals:

- a.** In addition to the requirements set forth under Section 63G-6a-703 of the Act, the request for proposals solicitation shall include:
 - i.** A description of the format that offerors are to use when submitting a proposal, including any required forms; and
 - ii.** Instructions for submitting price.
- b.** The District is responsible for all content contained in the request for proposals solicitation documents, including:
 - i.** Reviewing all schedules, dates, and timeframes;
 - ii.** Approving content of attachments;
 - iii.** Assuring that information contained in the solicitation documents is public information; and
 - iv.** Understanding the scope of work and all evaluation criteria, requirements, factors, and formulas to be used in determining the scoring of proposals.

2. Multiple Stage RFP Process:

- a.** In addition to the requirements set forth under Section 63G-6a-710 of the Act, a multiple stage request for proposals solicitation shall include:
 - i.** A description of the stages and the criteria and scoring that will be used to evaluate proposals at each stage; and
 - ii.** The methodology used to determine which proposals shall be disqualified from additional stages.

3. Exceptions to Terms and Conditions Published in the RFP:

- a.** Offerors requesting exceptions and/or additions to the standard terms and conditions published in the RFP must include the exceptions and/or additions with the proposal response.

- b. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered unless there is only one offeror that responds to the RFP, the exceptions and/or additions have been approved by the District's legal counsel, and it is determined by the Procurement Officer that it is not beneficial to the District to republish the solicitation.
- c. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL.
- d. The District may refuse to negotiate exceptions and/or additions:
 - i. That are determined to be excessive;
 - ii. That are inconsistent with similar contracts of the District;
 - iii. To warranties, insurance or indemnification provisions that are deemed, after consultation with the District's attorney, to be necessary to protect the District;
 - iv. Where the solicitation specifically prohibits exceptions and/or additions; or
 - v. That are not in the best interest of the District.
- e. If negotiations are permitted, the District may negotiate exceptions and/or additions with offerors, beginning in order with the offeror submitting the fewest exceptions and/or additions to the offeror submitting the greatest number of exceptions and/or additions. Contracts may become effective as negotiations are completed.
- f. If, in the negotiation of exceptions and/or additions with a particular offeror, an agreement is not reached, after a reasonable amount of time, as determined by the Procurement Officer, the negotiations may be terminated, a contract will not be awarded to that offeror, and the District may move to the next eligible offeror.

4. Protected Records:

- a. The following are protected records, and may be redacted by the vendor subject to the procedures described below in accordance with the Governmental Records Access and Management Act (GRAMA) Title 63G, Chapter 2 of the Utah Code.
 - i. Trade Secrets, as defined in Section 13-24-2 of the Utah Code.

- a. If an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals:
 - i. One redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and
 - ii. One non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential".
- b. Pricing may not be classified as business confidential and will be considered to be public information.
- c. An entire proposal may not be designated as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered to be non-responsive unless the offeror removes the designation.

7. Pre-proposal Conferences/Site Visits:

- a. Pre-proposal conferences/site visits may be conducted to explain the procurement requirements. If there is to be a pre-proposal conference or site visit, the time and place of the pre-proposal conference/site visit shall be stated in the RFP.
- b. Pre-proposal conference/site visits may be mandatory, but only if the RFP states that the pre-proposal conference/site visit is mandatory and provides the location, date and time of the site visit and also states that failure to attend a mandatory pre-proposal conference/site visit shall result in the disqualification of any offeror that does not attend.
- c. Attendance at a pre-proposal conference may be conducted via any of the following as determined by the Procurement Officer:
 - i. Attendance in person;
 - ii. Teleconference participation;
 - iii. Webinar participation; or
 - iv. Other approved electronic media
- d. A site visit may generally only be attended in person provided, however, at the discretion of the Procurement Officer, an audio or video recording of a site visit may be used.

- e. Attendance and participation at all pre-proposal conferences and site visits must be by an authorized representative of the vendor submitting a proposal and as may be further specified in the RFP.
- f. The District will maintain an attendance log including the name of each attendee, the firm the attendee is representing, the attendee's contact information, and any documents distributed to the attendees; and the District may maintain minutes of the pre-proposal conference/site visit.
- g. The District may, as appropriate, publish as an addendum to the solicitation:
 - i. The attendance log;
 - ii. Minutes of the pre-proposal conference and any documents distributed to the attendees at the pre-proposal conference or site visit; or
 - iii. Any oral modification made to any of the solicitation documents, which shall be reduced to writing.

8. Addenda to Request for Proposals:

- a. Addenda to a Request for Proposals may be made for the purpose of making changes to:
 - i. The scope of work;
 - ii. The schedule;
 - iii. The qualification requirements;
 - iv. The criteria;
 - v. The weighting; or
 - vi. Other requirements of the RFP.
- b. Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may justify a shorter period of time.
- c. After the due date and time for submitting a response to a request for proposals, at the discretion of the Procurement Officer, addenda to the request for proposals may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to the RFP that, in the opinion of the Procurement

Officer, likely would have impacted the number of offerors responding to the original publication of the RFP.

9. **Modification or Withdrawal of Proposal Prior to Deadline:** A proposal may be modified or withdrawn prior to the established due date and time for responding.
10. **Proposals and Modifications, Delivery and Time Requirements:** To the extent that an error on the part of the District or an employee of the District results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal shall be accepted as being on time. Otherwise, the following shall apply:
 - a. Proposals and modifications to a proposal submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined under d. below.
 - b. When submitting a proposal or modification to a proposal electronically, offerors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If an offeror is in the process of uploading a proposal when the closing time arrives, the proposal or modification to a proposal will not be accepted.
 - c. When submitting a proposal or modification to a proposal by physical delivery (U.S. mail, courier service, hand-delivery, or other physical means) offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal or modification to a proposal being late.
 - i. All proposals or modifications to proposals received by physical delivery will be date and time stamped by the District.
 - d. To the extent that an error on the part of the District or an employee of the District results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal will be accepted as being on time.
11. **Errors in Proposals:** The following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award or contract that is based on an unintentionally erroneous proposal.

A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the Procurement Officer.

- a.** Mistakes attributed to an offeror's error in judgment may not be corrected.
- b.** Unintentional errors not attributed to an offeror's error in judgment may be corrected if it is in the best interest of the District and correcting the error maintains the fair treatment of other offerors.
 - i.** Examples include:
 - (1)** Missing signatures,
 - (2)** Missing acknowledgement of an addendum;
 - (3)** Missing copies of professional licenses, bonds and insurance certificates, provided that copies are submitted by the deadline to correct the mistake established by the Procurement Officer;
 - (4)** Typographical errors;
 - (5)** Mathematical errors not affecting the total proposed price; or
 - (6)** Other errors deemed by the Procurement Officer to be immaterial or inconsequential in nature.
- c.** Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the Procurement Officer and the District's legal counsel, it is determined that the correction of the error does not violate the requirements of the Procurement Code or this Policy.

12. Evaluation of Proposals:

- a.** The evaluation of proposals shall be conducted in accordance with Part 7 of the Procurement Code.
- b.** An evaluation committee may ask questions of offerors to clarify proposals, provided that the questions are submitted and answered in writing. The record of questions and answers shall be maintained in the file.
- c.** The evaluation of cost in an RFP shall be based on the entire term of the contract, excluding renewal periods.

- i. Unless an exception is authorized in writing by the Procurement Officer, cost should not be artificially divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.
- ii. Whenever practicable, the evaluation of cost should include maintenance and service agreements, system upgrades, apparatuses, and other components associated with the procurement item.

13. Correction or Withdrawal of Proposal:

- a. In the event an offeror submits a proposal that on its face appears to be impractical, unrealistic or otherwise in error, the Procurement Officer may contact the offeror to either confirm the proposal, permit a correction of the proposal, or permit the withdrawal of the proposal, in accordance with Section 63G-6a-706 of the Act.
- b. Offerors may not correct errors, deficiencies, or incomplete responses in a proposal that has been determined to be not responsible or not responsive, or that does not meet the mandatory minimum requirements stated in the request for proposals in accordance with Section 63G-6a-704 of the Act.

14. Interviews and Presentations:

- a. Interviews and presentations may be held as outlined in the RFP.
- b. Offerors invited to interviews or presentations shall be limited to those offerors meeting minimum requirements specified in the RFP.
- c. Representations made by the offeror during interviews or presentations shall become an addendum to the offeror's proposal and shall be documented. Representations must be consistent with the offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the offeror's proposal.
- d. The Procurement Officer shall establish a date and time for the interviews or presentations and shall notify eligible offerors of the procedures. Interviews and presentations will be at the offeror's expense.

15. **Best and Final Offers:** Best and final offers (BAFO) shall be requested in accordance with Section 63G-6a-707.5 of the Act and this Policy.
- a. The BAFO process is an optional step in the evaluation phase of the request for proposals process in which offerors are requested or given an opportunity to modify their proposals. An evaluation committee may request best and final offers when:
 - i. No single proposal addresses all of the specifications;
 - ii. All or a significant number of the proposals are unclear;
 - iii. Additional information is needed for the evaluation committee to make a decision;
 - iv. Differences between proposals in one or more categories are too close to distinguish;
 - v. Proposals are unclear and the evaluation committee requires further clarification; or
 - vi. All cost proposals are too high or are over the budget.
 - b. Only offerors meeting the minimum qualifications or scores described in the RFP are eligible to respond to a call for best and final offers.
 - c. Proposal modifications submitted in response to a request for best and final offers may only address the specific issues and/or sections of the RFP described in the request for best and final offers.
 - i. An offeror may not use the best and final offers process to correct other deficiencies in the offeror's proposal not called for in the request for best and final offers issued by the District.
 - d. When a request for best and final offers is issued to reduce cost proposals, offerors shall submit itemized cost proposals which clearly indicate the tasks or scope reductions that can be implemented to bring costs within the available budget.
 - i. The cost information of one offeror may not be disclosed to a competing offeror during the best and final offers process and such cost information shall

- not be shared with other offerors until after the contract has been awarded.
- ii. The District shall ensure that auction tactics are not used in the discussion process, including discussing and comparing the costs and features of other proposals.
 - e. The best and final offers process may only be conducted during the evaluation phase of the RFP process and may not be conducted as part of the contract negotiation process.
 - f. The District may not use the best and final offers process to allow offerors a second opportunity to propose on the entire RFP.
 - g. If a proposal modification is made orally during the interview or presentation process, the modification must be confirmed in writing.
 - h. A request for best and final offers shall:
 - i. Comply with all public notice requirements provided in Section 63G-6a-406 of the Act;
 - ii. Include a deadline for submission that allows offerors a reasonable opportunity to prepare and submit their responses;
 - iii. Indicate how proposal modifications in response to a request for best and final offers will be evaluated;
 - i. If an offeror does not submit a best and final offer, its immediate previous proposal will be considered as its best and final offer;
 - j. Unsolicited best and final offers will not be accepted.

16. Cost-benefit Analysis Exception: CM/GC:

- a. A cost-benefit analysis is not required if the contract is awarded based solely on the qualifications of the construction manager/general contractor and the management fee described in Section 63G-6a-708 of the Act, provided:

- i.** A competitive process is maintained by the issuance of a request for proposals that requires the offeror to provide, at a minimum:

 - (1)** A management plan;
 - (2)** References;
 - (3)** Statements of qualifications; and
 - (4)** A management fee which contains only the following:

 - (i)** Preconstruction phase services;
 - (ii)** Monthly supervision fees for the construction phase; and
 - (iii)** Overhead and profit for the construction phase.
- b.** A cost-benefit analysis conducted under Section 63G-6a-708 of the Act shall be based on the entire term of the contract, excluding any renewal periods, and may take life-cycle costs into consideration.
- c.** The evaluation committee may, as described in the solicitation, weight and score the management fee as a fixed rate or a fixed percentage of the estimated contract value.
- d.** The awarded contract must be in the best interest of the District.

17. Only One Proposal Received:

- a.** If only one proposal is received in response to a request for proposals, the evaluation committee may conduct a review to determine if:

 - i.** The proposal meets the minimum requirements;
 - ii.** Pricing and terms are reasonable; and
 - iii.** The proposal is in the best interest of the District.
- b.** If the evaluation committee determines that the proposal meets the minimum requirements, pricing and terms are reasonable, and the proposal is in the best interest of the District, the District may make an award.

- c. If an award is not made, the District may either cancel the procurement or resolicit for the purpose of obtaining additional proposals.

18. Evaluation Committee Procedures for Scoring Criteria Other Than Cost:

- a. In order to prevent the evaluation committee from analyzing proposals that cannot be considered for award, either the evaluation committee, or the Procurement Officer prior to distributing copies of proposals to the evaluation committee, may conduct an initial review of any applicable pass/fail minimum requirements set forth in the RFP to determine whether the proposals are responsive and responsible or are in violation of the Procurement Code or this Policy. The evaluation committee should not evaluate proposals deemed non-responsive or non-responsible or that have been disqualified for a violation of the Procurement Code or this Policy. Examples of pass/fail minimum requirements include:

- i. Timeliness of receipt of the proposal;
- ii. Qualification;
- iii. Certification;
- iv. Licensing;
- v. Experience;
- vi. Compliance with state or federal regulation;
- vii. Services provided;
- viii. Product availability;
- ix. Equipment; and
- x. Other pass/fail minimum requirements set forth in the RFP.

- b. The evaluation and scoring of proposals in the RFP process shall be conducted in accordance with the following procedures:

- i. Prior to the scoring of proposals, the Procurement Officer will meet with the evaluation committee and any staff members who will have access to the proposals to:

- (1) Discuss the evaluation and scoring process to ensure that each committee member has a

clear understanding of the scoring process and how points will be assigned;

- (2) Discuss requirements regarding conflicts of interest, the appearance of impropriety, and the importance of confidentiality;
 - (3) Discuss the scoring sheet and evaluation criteria set forth in the RFP; and
 - (4) Provide a copy of relevant portions of this Policy to the evaluation committee and any staff members who will have access to the proposals.
- ii.** Once the proposals have been received and it is clear which offerors will be involved in the RFP process, each member of the evaluation committee may be asked to sign a written statement certifying that he or she does not have a conflict of interest, as set forth in Section 63G-6a-707 of the Act and in this Policy.
- c.** Unless an exception is authorized by the Procurement Officer, in order to avoid cost influencing the evaluation committee's scoring of non-price criteria, in accordance with Section 63G-6a-707 of the Act, costs may not be revealed to the evaluation committee until after the committee has finalized its scoring on all other technical non-price criteria stated in the RFP.
- d.** After receipt of proposals, each committee member shall independently read and score each proposal based on the technical non-price criteria set forth in the RFP to assess the completeness, quality, and desirability of each proposal.
- i.** Proposals must be evaluated solely on the criteria stated in the RFP.
- (1) Past performance ratings and references may be considered if listed as evaluation criteria in the RFP.
 - (2) Personal opinions based on prior experience with a procurement item or the offeror are not to be considered in scoring proposals, except as provided in the RFP.
 - (3) Personal favoritism for a vendor or bias against a vendor cannot be considered in

scoring proposals, but a committee member may properly have a bias based upon the review of a proposal in comparison to the criteria stated in the RFP.

- ii.** Evaluators are encouraged to request technical support from the Procurement Officer when conducting their independent assessments and scoring.
- iii.** After the proposals have been evaluated and scored by the individual committee members, the entire committee shall meet to discuss the proposals; if applicable, to conduct interviews; to resolve any factual disagreements; and to arrive at the final scoring. All committee members must be present in person or by electronic means to take any official action.
 - (1)** If a committee member does not attend an evaluation committee meeting (including electronic attendance), the member may be removed from the evaluation committee and the remainder of the committee may take official action, provided there are at least three evaluation committee members remaining.
- iv.** If there are mandatory minimum requirements, those offerors not meeting the requirements will be eliminated from further consideration.
- v.** During committee discussions, each member may change his/her initial scoring. If additional information or clarification is needed from an offeror, the committee may, with approval by the Procurement Officer, request information or clarification from an offeror. Such request will only be approved if it can be done in a manner that is fair to all offerors.
- vi.** At any time during the evaluation process, the evaluation committee may, with the approval of the Procurement Officer, request best and final offers from responsible and responsive offerors and evaluate those offers in accordance with Section

63G-6a-708 of the Act and applicable portions of this Policy.

- vii.** Each evaluation committee member shall turn in a completed scoring sheet, signed and dated by the evaluation committee member.
- e.** The evaluation committee may tally the final scores for criteria other than cost to arrive at a consensus score by either of the following methods:

 - i.** Total of all of the points given by individual committee members; or
 - ii.** An average of the individual scores.
- f.** The evaluation committee shall submit its final recommended scores for all criteria other than cost to the Procurement Officer.
- g.** The District shall follow the procedures set forth in Section 63G-6a-707(5) of the Act pertaining to the following:

 - i.** Reviewing the evaluation committee's final recommended scores for each proposal for all criteria other than cost;
 - ii.** Scoring cost based on the applicable scoring formula; and
 - iii.** Calculating the total combined score for each responsive and responsible proposal.
- h.** The evaluation committee and/or the Procurement Officer shall prepare the cost justification statement and any applicable cost-benefit analysis in accordance with Section 63G-6a-708 of the Act.
- i.** The District may replace any member on the evaluation committee or reconstitute the committee in any way the District deems appropriate to cure an impropriety. If the impropriety cannot be cured by replacing a committee member, then a new evaluation committee may be appointed or the procurement may be cancelled.
- j.** Nothing in this Policy shall preclude the Procurement Officer from serving on an evaluation committee.

19. Criteria for Scoring Criteria Other Than Cost:

- a.** Scoring of evaluation criteria other than cost, for proposals apparently meeting the mandatory minimum requirements stated in an RFP, shall be based on a one through five point scoring system.
- b.** Points shall be awarded to each applicable evaluation category as set forth in the RFP which may include:
 - i.** Technical specifications;
 - ii.** Qualifications and experience;
 - iii.** Programming;
 - iv.** Design;
 - v.** Time, manner, or schedule of delivery;
 - vi.** Quality or suitability for a particular purpose;
 - vii.** Financial solvency;
 - viii.** Management and methodological plan; and
 - ix.** Other requirements specified in the RFP.
- c.** Scoring Methodology:
 - i.** Five points (Excellent): The proposal addresses and exceeds all of the requirements described in the RFP.
 - ii.** Four points (Very Good): The proposal addresses all of the requirements described in the RFP and, in some respects, exceeds them.
 - iii.** Three points (Good): The proposal addresses all of the requirements described in the RFP in a satisfactory manner.
 - iv.** Two points (Fair): The proposal addresses the requirements described in the RFP in an unsatisfactory manner.
 - v.** One point (Poor): The proposal fails to address the requirements described in the RFP or addresses the requirements inaccurately or poorly.

20. Minimum Score Thresholds: The District may establish minimum score thresholds for any RFP procurement to advance proposals from one stage in the RFP process to the next, including contract award.

- a.** If minimum score thresholds are established for a procurement, the RFP must clearly describe the minimum score threshold that proposals must achieve in order to

advance to the next stage in the RFP process or to be awarded a contract.

- b.** Minimum score thresholds may be based on:
 - i.** Minimum scores for each evaluation category;
 - ii.** The total of each minimum score in each evaluation category based on total points available; or
 - iii.** A combination of (i) and (ii).
- c.** Minimum score thresholds may not be based on:
 - i.** A natural break in scores that was not defined and set forth in the RFP; or
 - ii.** A predetermined number of offerors.

21. Evaluation Committee Members Required to Exercise Independent Judgment:

- a.** Evaluation committee members are expected to exercise independent judgment in a manner that is not dependent on anyone else's opinion or desires. As such, committee members must not allow their scoring to inappropriately be influenced by another person's wishes that additional or fewer points be awarded to a particular offeror.
- b.** Evaluators may seek to increase their knowledge before scoring by asking questions and seeking appropriate information from the Procurement Officer. Otherwise, evaluators should not discuss proposals or the scoring of proposals with other persons who are not on the evaluation committee.
- c.** The exercise of independent judgment applies not only to possible inappropriate influences from outside the evaluation committee, but also to inappropriate influences from within the committee. It is acceptable for there to be discussion and debate within the committee regarding how well a proposal meets the evaluation criteria. However, open discussion and debate may not be allowed to lead to coercion or intimidation on the part of one committee member in an attempt to influence the scoring of another committee member.

- i. Evaluators may not act on their own or in concert with another evaluation committee member to inappropriately steer an award to a favored vendor or to disfavor a particular vendor.
- d. Evaluators are required to report to the Procurement Officer any attempt by another committee member to improperly influence the scoring to favor or disfavor a particular offeror.
- e. If an evaluator feels that his/her independence has been compromised, that person must recuse himself/herself from the evaluation process.

22. Professional Services other than Architecture, Engineering and Surveying:

- a. A contract with a consultant providing professional or technical services, such as accounting and legal services, may be awarded using the RFP procedure or as a small purchase under Part V of this Policy. The award of a contract for engineering, architectural or surveying services is governed by Part XV of this Policy.
- b. Subject to Section IV.A. of this Policy, contracts with consultants providing professional or technical services, such as accounting and legal services, may be extended from year-to-year in the discretion of the Board.

23. Publicizing Awards:

- a. In addition to the requirements of Section 63G-6a-709.5 of the Act, the following shall be disclosed after receipt of a GRAMA request and payment of any lawfully enacted and applicable fees:
 - i. The contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that are to be non-disclosed under Subsection E.4 above;
 - ii. The unsuccessful proposals, except for those portions that are not to be disclosed;
 - iii. The rankings of the proposals;
 - iv. The names of the members of any evaluation committee (reviewing authority);
 - v. The final total or average scores used by the evaluation committee to make the selection (in no event will the names

of the individual scorers be associated with their individual scores or rankings); and

vi. The written justification statement supporting the selection, except for those portions that are not to be disclosed.

b. The following may impair the District's procurement proceedings or give an unfair advantage to a person proposing to enter into a contract or agreement with the District, and may not be disclosed by the District to the public, including under a GRAMA request:

i. The names of individual scorers/evaluators in relation to their individual scores or rankings;

ii. Any individual scorer's/evaluator's notes, drafts, or working documents;

iii. Non-public financial statements; and

iv. Past performance and reference information, which is not provided by the offeror and which is obtained as a result of the efforts of the District. To the extent such past performance or reference information is included in the written justification statement; it is subject to public disclosure.

24. **Timing of Rejection:** As provided in Section 63G-6a-704 of the Act, the District may, at anytime during the RFP process, reject a proposal based on a determination that the submitter of the proposal is not responsible or the proposal is not responsive. As such, the evaluation committee may make a determination that a proposal is nonresponsive or not responsible at any time even if the proposal initially passed the pass/fail review mentioned in Section VIII.E.18.a.

F. **Annual Renewals of Purchase Contracts:** Unless the District has an approved contract with a longer term than one year or it is desirable to extend or continue purchases from the same source as allowed under Subsection X.A.1., A.2. or A.3., the purchase of supplies, materials and equipment on a monthly or other recurring basis is to be the subject of an annual bid, proposal or competitive quotation procedure, as determined to be appropriate by the Procurement Officer.

G. **Conformity to Solicitation Requirements:**

1. **Rejection:**

a. Any bid or offer that fails to conform to the essential requirements of the solicitation shall be rejected.

- b. Any bid or offer that does not conform to the applicable specifications shall be rejected unless the solicitation authorized the submission of alternate bids or offers and the procurement item(s) offered as alternates meet the requirements specified in the solicitation.
 - c. Any bid or offer that fails to conform to the delivery schedule or permissible alternates stated in the solicitation shall be rejected.
- 2. **Conditions or Exceptions:** A bid or offer shall be rejected when the bidder or offeror imposes conditions or takes exceptions that would modify requirements or terms and conditions of the solicitation or limit the bidder or offeror's liability to the District, since to allow the bidder or offeror to impose such conditions or take exceptions would be prejudicial to other bidders or offerors. For example, bids or offers shall be rejected in which the bidder or offeror:
 - a. For commodities, protects against future changes in conditions, such as increased costs, if total possible costs to the District cannot be determined;
 - b. Fails to state a price and indicates that price will be the price in effect at time of delivery or states a price but qualifies it as being subject to the price in effect at the time of delivery;
 - c. When not authorized by the solicitation, conditions or qualifies a bid by stipulating that it is to be considered only if, before the date of award, the bidder or offeror receives (or does not receive) an award under a separate solicitation;
 - d. Requires that the District is to determine that the bidder's or offeror's product meets applicable specifications; or
 - e. Limits any right of the District under any contract clause.
- 3. **Deletion:** A bidder or offeror may be requested to delete objectionable conditions from a bid or offer, provided doing so is not prejudicial to other bidders or offerors, or the conditions do not go to the substance, as distinguished from the form, of the bid or proposal. A condition goes to the substance of a bid or offer where it affects price, quantity, quality, or delivery of the offered procurement item(s).

H. Unreasonable or Unbalanced Pricing:

1. Rejection:

- a. Any bid or offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid or offer, but also the prices for individual line items.
- b. Any bid or offer may be rejected if the prices for any line item or subline item are materially unbalanced. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:
 - i. Startup work, mobilization, procurement item sample production or testing are separate line items;
 - ii. Base quantities and optional quantities are separate line items; or
 - iii. The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract.
- c. All bids or offers with separately priced line items or subline items may be analyzed to determine if the prices are unbalanced. If cost or price analysis techniques indicate that an offer is unbalanced, the District shall:
 - i. Consider the risks to the District associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and
 - ii. Consider whether award of the contract will result in paying unreasonably high prices for contract performance.
- d. A bid or offer may be rejected if the Procurement Officer determines that the lack of balance poses an unacceptable risk to the District.

I. Rejection for Nonresponsibility or Nonresponsiveness:

1. **Nonresponsible Bidder or Offeror:** Subject to Section 63G-6a-903 of the Act, the Procurement Officer shall reject a bid or offer from a bidder or offeror that is determined to be nonresponsible. A responsible bidder or offeror is defined in Section 63G-6a-103 of the Act. The unreasonable failure of a bidder or offeror to

promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility of that bidder or offeror.

2. **Nonresponsive Offer:** In accordance with Section 63G-6a-604(3) of the Act, the Procurement Officer may not accept a bid or proposal that is not responsive. Responsiveness is defined in Section 63G-6a-103 of the Act.
3. **Bid Security Failure:** When bid security is required and a bidder fails to furnish the security in accordance with the requirements of the invitation for bids, the bid shall be rejected.
4. **Documentation:** The originals of all rejected bids, offers, or other submissions, and all written findings with respect to such rejections, shall be made part of the procurement file and be available for public inspection.

J. Rejection for Suspension/Debarment:

Bids, offers, or other submissions received from any vendor that is suspended, debarred, or otherwise ineligible as of the due date for receipt of bids, proposals, or other submissions shall be rejected.

IX. CANCELLATION, REJECTION AND DEBARMENT

A. General Provisions:

1. **Cancellation:** An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled prior to the deadline for receipt of bids, proposals, or other submissions, when it is in the best interest of the District as determined by the Procurement Officer. In the event a solicitation is cancelled, the reasons for cancellation shall be made part of the procurement file and shall be available for public inspection and the District shall:
 - a. Re-solicit new bids or proposals using the same or revised specifications; or
 - b. Withdraw the requisition for the procurement item(s).
2. **Rejection of Bids and Proposals:** Any or all bids or competitive sealed proposals may be rejected in whole or in part when doing so is deemed to be in the best interest of the District, and the District may, in its discretion, re-invite bids or re-solicit competitive sealed proposals.
 - a. After a notice of award has been issued, but before a written contract between the successful vendor and the District has been signed, the

District may cancel the notice of award based upon information which, if it had been known prior to the issuance of the notice of award, would have been cause for the rejection of the otherwise successful bid or proposal.

3. **Documentation:** The reason(s) for cancellation or rejection shall be part of the contract file and be available for public inspection.

B. Re-solicitation:

1. **No Response:** In the event there is no response to an initial solicitation, the Procurement Officer may:
 - a. Contact the known supplier community to determine why there were no responses to the solicitation;
 - b. Research the potential vendor community; and,
 - c. Based upon the information obtained under (a) and (b), modify the solicitation documents.
2. **Inadequate Supplemental Response:** If the District has modified the solicitation documents and, after the re-issuance of a solicitation, there is still no competition or there is insufficient competition, the Procurement Officer may:
 - a. Further modify the procurement documents; or,
 - b. Cancel the requisition for the procurement item(s).

C. Cancellation Before Award. When it is determined before award but after opening that the specifications, scope of work or other requirements contained in the solicitation documents were not met by any bidder or offeror, the solicitation shall be cancelled.

1. **Determination:** Solicitations may be cancelled before award but after opening all bids or offers when the Procurement Officer determines in writing that:
 - a. Inadequate or ambiguous specifications were cited in the solicitation;
 - b. The specifications in the solicitation have been or must be revised;

- c. The procurement item(s) being solicited are no longer required;
- d. The solicitation did not provide for consideration of all factors of cost to the District, such as cost of transportation, warranties, service and maintenance;
- e. Bids or offers received indicate that the needs of the District might be satisfied by a less expensive procurement item differing from that in the solicitation;
- f. Except as provided in Section 63G-6a-607 of the Act, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Procurement Officer cannot determine the reasonableness of the bid price or cost proposal;
- g. The responses to the solicitation were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or
- h. No responsive bid or offer has been received from a responsible bidder or offeror;

D. Alternative to Cancellation. In the event administrative difficulties are encountered, before award but after the deadline for submissions, that may delay the award beyond the bidders' or offerors' acceptance periods, the bidders or offerors should be requested, before the expiration of their bids or offers, to extend in writing the acceptance period (with the consent of sureties, if any) in order to avoid the need for cancellation.

E. Continuation of Need. If the solicitation has been cancelled for the reasons specified in Subsection C.1. f., g or h above, the Procurement Officer has made the determination required under Subsection C., and the District has an existing contract, the District may permit an extension of the existing contract under Section 63G-6a-802(7) of the Act.

X.EXCEPTIONS – PROCUREMENT WITHOUT COMPETITION

- A. **Contracts Awarded Without Competition:** The Procurement Officer or the Board, through appropriate action, may determine that a specific contract for a supply, service or construction item should be awarded without receipt or review of competitive bids or proposals if one of the circumstances stated in 1 through 6 below exists. In the event that a contract is awarded without competition for one of these reasons, a written determination of both the reason for purchasing or contracting without competition as well as the basis for the selection of the particular contractor and/or supplier will be recorded. With these written determinations, a record containing the contractor's or supplier's name, the amount

and type of the contract, the total dollar value of the procurement item including, when applicable, the actual or estimated full life-cycle cost of maintenance and of the service agreement, the duration of the proposed sole source contract, documentation that there is no other competing source for the procurement item (unless the procurement is under 1.b or c below), a description of the procurement item, and any other information desired by the Procurement Officer will be maintained in the contract file.

1. Sole Source:

- a.** Sole source procurements shall be conducted in accordance with requirements set forth in Section 63G-6a-802 of the Procurement Code. A sole source procurement may be conducted if:
 - i.** There is only one source for the procurement item;
 - ii.** The award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service or construction item; or
 - iii.** The procurement item is needed for trial use or testing pursuant to Section 63G-6a-802 of the Act to determine whether the procurement item will benefit the District.

- b.** Except as provided in (i) below, sole source procurements over **\$50,000** shall be published, and less costly sole source procurements may be published, in accordance with Section 63G-6a-406 of the Act.
 - i.** The requirement for publication of notice for a sole source procurement is waived:
 - (1)** For public utility services;
 - (2)** If the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
 - (3)** For other circumstances as determined in writing by the Procurement Officer.

- c.** A person may contest a sole source procurement prior to the closing of the public notice period set forth in Section 63G-6a-406 of the Act by submitting the following information in writing to the Procurement Officer:
 - i.** The name of the contesting person; and

- ii. A detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item.
 - d. Upon receipt of information contesting a sole source procurement, the Procurement Officer shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.
2. **Continuation of Previous Purchases:** When the purchase is a continuation of previous purchases, and there exists a clear potential economic benefit to the District to negotiate a contract directly with the firm that supplied the initial purchase.
 3. **No Response to Bid Invitation:** When the District does not receive a response to its announcement, request or invitation to bid.
 4. **Cooperative Contract:** When the District makes purchases pursuant to a Participating Addendum. Furthermore, nothing contained in this Policy shall prohibit or limit the ability of the District to contract with any other public agency for the exchange of supplies, material, services or equipment, which exchange shall be by the mutual agreement of the respective public agencies.
 5. **Emergency Procurement:** Emergency procurements shall be conducted as provided below and in accordance with the requirements set forth in Section 63G-6a-803 of the Act. An emergency procurement may only be used when circumstances create harm or risk of harm to public health, welfare, safety, or property.
 - a. Circumstances that may create harm or risk to health, welfare, safety, or property include:
 - i. Damage to a facility or infrastructure resulting from flood, fire, earthquake, storm, or explosion;
 - ii. Failure or imminent failure of a public building, equipment, road, bridge or utility;
 - iii. Terrorist activity;
 - iv. Epidemic;
 - v. Civil unrest;
 - vi. Events that impair the ability of the District to function or perform required services;
 - vii. Situations that may cause harm or injury to life or property;

or

- viii.** Other conditions as determined in writing by the Procurement Officer.
- b.** Emergency procurements are limited to those procurement items necessary to mitigate the emergency.
- c.** While a standard procurement process is not required under an emergency procurement, when practicable, the District may seek to obtain as much competition as possible through use of phone quotes, internet quotes, limited invitations to bid, or other selection methods while avoiding harm, or risk of harm, to the public health, safety, welfare, property, or impairment of the ability of the District to function or perform required services.
- d.** When it is practical to do so, the Procurement Officer should be notified of the emergency condition prior to the acquisition of any material or supplies, goods, wares or merchandise as provided above. In the event an emergency which requires immediate action should arise after business hours, on a weekend or holiday and/or when it is otherwise not possible or convenient to notify the Procurement Officer, emergency purchases may be made by the department in charge without so notifying the Procurement Officer, but such purchases shall be reported to the Procurement Officer on the first working day after the occurrence. Where circumstances permit, the Procurement Officer may propose lists of approved vendors for emergency purchases.
- e.** A written determination documenting the basis for the emergency and the selection of the procurement item shall be kept in the contract file. The required documentation may be prepared after the emergency condition has been alleviated.

6. Alternative Procurement Methods:

- a.** The District may utilize alternative procurement methods to acquire procurement items such as those listed below when it is determined in writing by the Procurement Officer to be more practicable or advantageous to the District:

 - i.** Used vehicles;
 - ii.** Hotel conference facilities and services;
 - iii.** Speaker honorariums; and
 - iv.** Any other procurement item for which a standard procurement method is not reasonably practicable.

- b. When making this determination, the Procurement Officer may take into consideration whether:
 - i. The potential cost of preparing, soliciting and evaluating bids or proposals is expected to exceed the benefits normally associated with such solicitations;
 - ii. The procurement item cannot be acquired through a standard procurement process; and
 - iii. The price of the procurement item is fair and reasonable.
- c. In the event that it is so determined, the Procurement Officer may elect to utilize an alternative procurement method which may include:
 - i. Informal price quotations;
 - ii. Direct negotiations; and,
 - iii. Direct award.

XI. PROCUREMENT OF CONSTRUCTION

- A. **State Law:** District construction projects are governed by Section 63G-6a-1302 of the Act and by this Part XI.
 - 1. **Alternative Approach:** To the extent allowed by law, and notwithstanding anything to the contrary in this Policy, the District may procure construction pursuant to the requirements of Title 11, Chapter 39 of the Utah Code, in which event the “bid limit” calculated as provided in Utah Code Ann. § 11-39-101(1) shall replace all construction cost estimate and/or bid requirements based upon cost provisions of this Policy, including small purchase provisions under Part V, in which event otherwise applicable requirements of this Policy shall be superseded and replaced by the provisions of Title 11, Chapter 39.
- B. **Construction Cost Estimate:** The Manager or Procurement Officer shall cause plans and specifications for construction projects, including the estimated cost of the improvement, to be prepared by the District’s engineer (in house or consulting) or other qualified person. The cost estimate shall be submitted to the Board either when the bid is submitted for formal approval or before the District undertakes the project using its own work crew or an invitation to bid or to submit proposals is issued, or the Board will be provided an explanation of why plans and specifications and/or a cost estimate cannot be provided, as may be the case if a design-build contract is under consideration. If the estimated cost of the improvement is **\$25,000** or less, the District may make the improvement using an independent contractor without calling for formal bids or proposals as provided in Subsection V.C.4.

- C. **Extra Work and Change Orders:** The Manager or Procurement Officer is authorized to approve extra work or change orders in an amount not to exceed 10% of the contract when justified by contract specifications and deemed to be in the best interest of the District. At the conclusion of the contract, a final written report will be presented to the Board.
1. **Certification - Increases in Contract Amount:** Any change order which increases the contract amount shall be subject to prior written certification that the change order is within the determined project or contract budget. The certification may be made by the District's Treasurer or other official responsible for monitoring and reporting upon the status of the costs of the total project or contract budget.
 2. **Availability of Funds or Adjustment in Scope of Work:** If the certification discloses a resulting increase in the total project or contract budget, the Manager or Procurement Officer shall not execute or make the change order unless sufficient funds are available or the scope of the project or contract is adjusted to permit the degree of completion feasible within the total project or contract budget as it existed prior to the change order under consideration. However, with respect to the validity, as to the contractor, of any executed change order upon which the contractor has reasonably relied, it shall be presumed that there has been compliance with the provisions of this Part XI.
- D. **Modification of Specifications:** The Manager or Procurement Officer shall have authority to waive or modify the District's construction specifications upon a determination that such waiver or modification does not significantly jeopardize the interests of the District and is reasonable and appropriate under the facts and circumstances presented. Such waivers and modifications may be based upon either requests from developers and other interested persons or District staff recommendations.
1. **Permanent Modifications:** Whenever the deletion or modification of the District's construction specifications is intended to be permanent and to apply to all or a significant number of future developments within the boundaries of the District, the Manager or Procurement Officer shall so notify the Board within a reasonable time.
 2. **Appeal to the Board:** At the Manager's or Procurement Officer's discretion, specific requested waivers or modifications of the District's construction specifications may be presented to the Board for final resolution and any developer or other interested party may appeal the Manager's or Procurement Officer's decision regarding the modification of construction specifications to the Board.

3. **Status of Decision Prior to Board Action:** Until the Manager's or Procurement Officer's decision regarding a waiver or modification of the District's construction specifications has been modified or reversed by the Board, it shall be the decision and position of the District.

E. Construction Contract Management: The method of construction contracting management utilized for any given project shall be determined by the Manager or the Procurement Officer in consultation with the District's engineer, if there is one. Any lawful method of construction contracting management that is determined to be feasible may be utilized.

1. **Recommendations of Engineer:** In determining which method of construction contracting management is to be used for a particular project, the recommendations of the District's engineer, if there is one, are to be given great weight. The method selected will be the method deemed to be most advantageous to the interests of the District.
2. **Factors to Be Considered:** It is intended that the Manager or Procurement Officer have sufficient flexibility in formulating the construction contract management method for a particular project to fulfill the needs of the District. Before selecting a construction contracting management method, the Manager or Procurement Officer, in consultation with the District's engineer (if there is one), shall carefully consider the following factors: (a) when the project improvements must be ready for use; (b) the type of project; (c) the extent to which the requirements of the District, and the ways in which they are to be met, are known; (d) the location of the project; (e) the size, scope, complexity, and economics of the project; (f) the amount and source of funding and any resulting constraints or limitations necessitated by the funding source; (g) the availability, qualification and experience of District personnel to be assigned to the project and the amount of time the District personnel can devote to the project; (h) the availability, qualifications, and experience of outside consultants and contractors (including construction managers/general contractors) to complete the project under the various methods being considered; (i) the results achieved on similar projects in the past and the methods used; and (j) the comparative advantages and disadvantages of the construction contracting methods and how they might be adapted or combined to fulfill the needs of the District. The factors to be considered in achieving the purposes set forth herein are not to be construed as an exclusive list.
 - a. The following descriptions are provided for the more common construction contracting management methods which may be used by the District. The methods described are not mutually exclusive, and may be combined on a project. These descriptions are not

intended to be fixed in respect to all construction projects. These descriptions may be adapted to fit the circumstances of any given project.

- i.** Single Prime (General) Contractor. The single prime contractor method is typified by one business, acting as a general contractor, contracting with the District to timely complete an entire construction project in accordance with drawings and specifications provided by the District. Generally, the drawings and specifications are prepared by an architectural or engineering firm under contract with the District. Further, while the general contractor may take responsibility for successful completion of the project, much of the work may be performed by specialty contractors with which the prime contractor has entered into subcontracts.
- ii.** Multiple Prime Contractors. Under the multiple prime contractor method, the District will contract directly with a number of general contractors or specialty contractors to complete portions of the project in accordance with the District's drawings and specifications. The District may have primary responsibility for the successful completion of the entire project, or the contracts may provide that one or more of the multiple prime contractors has this responsibility.
- iii.** Design-Build. In a design-build project, an entity, often a team of a general contractor and a designer, contract directly with the District to meet the District's requirements as described in a set of performance specifications and/or a program. Design responsibility and construction responsibility both rest with the design-build contractor. This method can include instances where the design-build contractor supplies the site as part of the package.
- iv.** Construction Manager Not at Risk. A construction manager is a person or firm experienced in construction who has the ability to evaluate and to implement drawings and specifications as they affect time, cost, and quality of construction and the ability to coordinate the construction of the project, including the administration of change orders as well as other responsibilities as described in the contract.
- v.** Construction Manager/General Contractor (Construction Manager at Risk). The District may contract with the construction manager early in a project to assist in the development of a cost effective design. In a Construction Manager/General Contractor (CM/GC) method, the CM/GC

becomes the general contractor and is at risk for all of the responsibilities of a general contractor for the project, including meeting the specifications, complying with applicable laws, rules and regulations, completing the project on time and not exceeding a specified maximum price.

3. **Written Statement:** In making a decision concerning the method of construction contracting management to utilize for any given project, the Manager is to execute and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for that project.
4. **Design Build Contracts:** The District may procure architect-engineer services and construction using a single contract with the design-build provider.
 - a. The District will consult a professional engineer or a licensed architect with design-build experience as provided in Utah Code Ann. § 11-39-107(2)(c).
5. **Construction Manager/General Contractor (CM/GC):** The District may enter into a contract for the management of a construction project which allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the construction manager/general contractor's services. The term "construction manager/general contractor" shall not refer to a contractor whose only subcontract work not included in the original cost proposal is subcontracted portions of approved change orders. Should the District utilize the CM/GM method of construction contract management, the construction manager/general contractor will be selected using a "standard procurement process" as defined in Section 63G-6a-103 of the Act, or an exception allowed under Part 8 of the Procurement Code may be utilized. When entering into any subcontract that was not specifically included in the CM/GC's cost proposal submitted to the District, the CM/GC shall procure that subcontractor by using a standard procurement process or an exception to the requirement to use a standard procurement process in the same manner as if the subcontract work was being procured by the District.
 - a. As used herein, "management fee" includes only the following fees of the CM/GC:

- i. Preconstruction phase services;
 - ii. Monthly supervision fees for the construction phase; and
 - iii. Overhead and profit for the construction phase.
- b. When selecting a CM/GC for a construction project, the evaluation committee:
 - i. May score a CM/GC based upon criteria contained in the solicitation, including qualifications, performance ratings, references, management plan, certifications, and other project specific criteria described in the solicitation;
 - ii. May, as described in the solicitation, weight and score the management fee as a fixed rate or as a fixed percentage of the estimated contract value;
 - iii. May, at any time after the opening of the responses to the request for proposals, have access to, and consider, the management fees proposed by the offerors; and
 - iv. Except as provided in Section 63G-6a-707 of the Act, may not know or have access to any other information relating to the cost of construction submitted by the offerors, until after the evaluation committee submits its final recommended scores on all other criteria.

F. Contract Clauses: Section 63G-6a-1202 of the Procurement Code encourages the District “to establish standard contract clauses to assist the [District] and to help contractors and potential contractors to understand applicable requirements.” To that end, clauses providing for adjustments in prices and time of performance and covering the following subjects will generally be included in construction contracts: (a) the unilateral right of the District to order in writing changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work; (b) variations occurring between estimated quantities of work in a contract and actual quantities; (c) suspension of work ordered by the District; and (d) site conditions differing from those indicated in the construction contract, or ordinarily encountered, except that differing site conditions clauses need not be included in a construction contract when the contract is negotiated, when the contractor provides the site or design, or when the parties have otherwise agreed with respect to the risk of differing site conditions.

1. Prohibited Contract Terms:

- a. The District may not require that any contractor, subcontractor or material supplier engaged in the construction, maintenance, repair or improvement of public works pay its employees a

predetermined amount of wages or wage rate or provide any particular type, amount or rate of employee benefits; provided, however, that any applicable federal or state minimum wage or benefit law may be enforced.

- b.** No contract shall contain any provision or requirement which is prohibited by applicable law or public policy, including Section 63G-6a-1203 of the Act, which prohibits any contract provision that would require a design professional to indemnify anyone from liability claims arising out of the design professional's services, "unless the liability claim arises from the design professional's negligent act, wrongful act, error or omission, or other liability imposed by law" or the person being indemnified is under the design professional's "direct or indirect control or responsibility".
- c.** A provision in a construction contract requiring a dispute arising under the contract to be resolved in a forum outside of the state of Utah is void and unenforceable as against public policy as provided in Utah Code Ann. § 13-8-3.
- d.** Should any prohibited provision or requirement be stated in any contract to which the District is a party, to the extent allowed by law, the contract shall be read and enforced as though the offending provision were not contained therein.

- 2. Remedy Clauses:** Construction contracts may include clauses providing for appropriate remedies and covering the following subjects, among others: (a) liquidated damages; (b) specified excuses for delay or nonperformance; (c) termination of the contract for default; and (d) termination of the contract in whole or in part for the convenience of the District.

G. State Construction Registry:

- 1. Notice of Commencement:** No later than 15 days after commencement of physical construction work at the project site, the District or its contractor shall file a notice of commencement with the State Construction Registry established by the Division of Occupational and Professional Licensing as required by Utah Code Ann. § 38-1b-201.
- 2. Notice of Intent to Complete:** The District or the District's contractor shall file a notice of intent to obtain final completion with the State Construction Registry in accordance with Utah Code Ann. § 38-1a-506 if:

- a. Completion of performance time under the original contract is greater than 120 days;
- b. The total original construction contract price exceeds **\$500,000**; and
- c. A payment bond is not obtained in accordance with Utah Code Ann. § 14-2-1.

- 3. **Notice of Completion:** Upon final completion of a construction project (regardless of whether a notice of intent to obtain final completion has been filed), a notice of completion may be filed with the State Construction Registry, including the name, address, telephone number, and e-mail address of the person filing the notice of completion; the name of the County in which the project property is located; information identifying the District's construction project; the date on which final completion occurred, and the method used to determine final completion; all as allowed by Utah Code Ann. § 38-1a-507.

H. Retainage: Retention proceeds withheld and retained from any payment due under the terms of a construction contract may not exceed 5% of the payment, and total retention proceeds withheld may not exceed 5% of the total construction price, as provided in Utah Code Ann. § 13-8-5. Furthermore, all retention proceeds shall be placed in an interest bearing account and be accounted for separately from other amounts paid under the contract. Interest accrued on the account shall be for the benefit of the contractor and all subcontractors of every tier and will be paid after the construction project is complete and has been accepted by the District, unless the District assumes partial occupancy of the project prior to completion, in which event proportionate accrued interest will be released within 45 days after partial occupancy.

- 1. **Withholding Based on Breach:** Based upon a breach of the construction contract documents, the District may withhold payment, for as long as reasonably necessary, an amount which is necessary to cure the breach or default or, if the project, or portion of a project as applicable, has substantially been completed, the District may retain until final completion up to twice the fair market value of any work that has not been completed.

XII.INSPECTIONS

A. Justification: Circumstances under which the District may perform inspections include inspections of the contractor's manufacturing/production facility or place of business, or any location where the work is performed, to determine: whether the definition of "responsible", as defined in Section 63G-6a-103 of the Act and in the solicitation documents, has been met or is capable of being met; and if the contract is being performed in accordance with its terms.

- B. Access to Contractor's Manufacturing/Production Facilities:** The District may enter a contractor's or subcontractor's manufacturing/production facility or place of business to: (a) inspect procurement items for acceptance by the District pursuant to the terms of a contract; (b) audit cost or pricing data or audit the books and records of any contractor or subcontractor; and (c) investigate in connection with an action to debar or suspend a vendor from consideration for award of a contract.
- C. Inspection of Supplies and Services:**
- 1. Contract to Control:** Contracts may provide that the District may inspect procurement items at the contractor's or subcontractor's facility and perform tests to determine whether any procurement item conforms to solicitation and contract requirements.
- D. Conduct of Inspections:** Inspections or tests shall be performed so as not to unduly delay the work of the contractor or subcontractor. No inspector may change any provision of the specifications or the contract without written authorization by the Procurement Officer. The presence or absence of an inspector or an inspection shall not relieve the contractor or subcontractor from any requirement of the contract. When an inspection is made, the contractor or subcontractor will be expected to provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

XIII.PRICE AND COST

- A. Price Adjustments:** A contract may allow price adjustments, but cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing. All accounting for contracts and contract price adjustments, including allowable incurred costs, shall be conducted in accordance with generally accepted accounting principles for government.
- 1. Exceptions:** Cost or pricing data exceptions:
 - a.** Cost or pricing data need not be submitted when the terms of the contract state established market indices, or catalog prices or other benchmarks are used as the basis for contract price adjustments, or when prices are set by law or rule;
 - b.** If a contractor submits a price adjustment that is higher than established market indices, catalog prices or other benchmarks established in the contract, the Procurement Officer may request additional cost or pricing data; or

c. The Procurement Officer may waive the requirement for cost or pricing data, provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.

2. **Computation:** Adjustments in price pursuant to clauses promulgated under Subsection XI.F. shall be computed in one or more of the following ways: (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the contract or subsequently agreed upon; (c) by the costs attributable to the events or situations under the clauses with adjustment of profit or fee, all as specified in the contract or as subsequently agreed upon; (d) in any other manner as the contracting parties may mutually agree; or (e) in the absence of agreement by the parties, by a unilateral determination by the District of the costs attributable to the events or situations under the clauses with adjustment of profit or fee, all as computed by the District in accordance with applicable provisions of Part XI, which are issued as allowed by Utah Code Ann. § 63G-6a-1206, and subject to other applicable provisions of the Act.

3. **Defective Costs or Pricing Data:** If defective cost or pricing data was used to adjust a contract price, the vendor and the District may enter into discussions to negotiate a settlement. If a settlement cannot be negotiated, either party may seek relief through the courts.

4. **Price Analysis:**

a. Price analysis may be used to determine if a price is reasonable and competitive, such as when:

- i. There are a limited number of bidders or offerors;
- ii. Awarding a sole source contract; or
- iii. Identifying price outliers in bids and offers.

b. Price analysis involves a comparison of prices for the same or similar procurement items, including quality, warranties, service agreements, delivery, contractual provisions, terms and conditions, etc.

c. Examples of a price analysis include:

- i. Prices submitted by other prospective bidders or offerors;
- ii. Price quotations;
- iii. Previous contract prices;

- iv. Comparisons to the existing contracts of other public entities; and,
 - v. Prices published in catalogs or price lists.
- 5. **Cost Analysis:** Cost analysis includes the verification of cost data. Cost analysis may be used to evaluate:
 - a. Specific elements of costs;
 - b. Total cost of ownership and life-cycle cost;
 - c. Supplemental cost schedules;
 - d. Market basket cost of similar items;
 - e. The necessity for certain costs;
 - f. The reasonableness of allowances for contingencies;
 - g. The basis used for allocation of indirect costs; and,
 - h. The reasonableness of the total cost or price.
- 6. **Audit:** The District may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the District, the books, records, and performance of a contractor, prospective contractor, subcontractor, or prospective subcontractor.
- 7. **Retention of Books and Records:** Contractors shall maintain all records related to the contract for at least six years after the final payment, unless a longer period is required by law.
- 8. **Applicable Credits:** Applicable credits are receipts or price reductions which offset or reduce expenditures allocable to contracts as direct or indirect costs. Examples include purchase discounts, rebates, allowance, recoveries or indemnification for losses, sale of scrap and surplus equipment and materials, adjustments for overpayments or erroneous charges, and income from employee recreational or incidental services and food sales.
- 9. **Use of Federal Cost Principles:**

- a. In dealing with contractors operating according to federal cost principles, the Procurement Officer may use federal cost principles, including the determination of allowable, allocable, and reasonable costs, as guidance.
- b. In contracts not awarded under a program which is funded by federal assistance funds, the Procurement Officer may explicitly incorporate federal cost principles into a solicitation, and thus into any contract awarded pursuant to that solicitation. The Procurement Officer and the contractor, by mutual agreement, may incorporate federal cost principles into a contract during negotiation or after award.
- c. In contracts awarded under a program which is financed in whole or in part by federal assistance funds, all requirements set forth in the assistance document, including specified federal cost principles, must be satisfied. To the extent that the cost principles specified in the grant document conflict with the cost principles issued pursuant to Section 63G-6a-1206 of the Act, the cost principles specified in the grant shall control.

10. **Authority to Deviate from Cost Principles:** Before the District may deviate from the cost principles set forth in this Policy, a written determination must be made by the Procurement Officer specifying the reasons for the deviation. The written determination shall be made part of the contract file.

XIV.MULTIPLE AWARD CONTRACTS – INDEFINITE QUANTITY CONTRACTS

As authorized under Section 63G-6a-1204.5 of the Act, the District may enter into multiple award contracts.

- A. **Multiple Award:** A multiple award contract is a procurement process where two or more bidders or offerors are awarded a contract under a single solicitation. Purchases are made through an order placed with one of the contractors pursuant to the procedures established in the solicitation and the contract. Contractors receiving a contract award are not guaranteed that procurement items will be purchased from their contracts.
 - 1. **Use:** A multiple award contract may be awarded under a single solicitation to two or more bidders or offerors when similar procurement items are needed for:

- a. Coverage on a regional basis or based on other criteria specified by the District in the solicitation such as:
 - i. Delivery;
 - ii. Service;
 - iii. Product availability; or
 - iv. Compatibility with existing equipment or infrastructure.

2. **Solicitation:** In addition to the requirements set forth in Sections 63G-6a-603 and 63G-6a-703 of the Act, when it is anticipated that a procurement will result in multiple contract awards, the solicitation shall include a statement that:

- a. Indicates that contracts may be awarded to more than one bidder or offeror;
- b. Specifies whether contracts will be awarded on a regional basis or based on a specified requirement of the District; and
- c. Describes specific methodology or a formula that will be used to determine the number of contract awards.

3. **Invitation for Bids:** Multiple award contracts in an invitation for bids shall be issued in accordance with Part 6 of the Act to the lowest responsive and responsible bidders meeting the objective criteria described in the invitation for bids and may be awarded to provide adequate regional coverage, meet a specified requirement of the District, or satisfy delivery or product availability needs of the District using the following methods:

- a. Lowest bid for all solicited procurement items provided:
 - i. The solicitation indicates that multiple contracts will be awarded to the lowest bidders for all procurement items being solicited as determined by a break in prices specifically stated in the solicitation, such as any price within a specific percentage of the lowest responsive and responsible bid price, or other methodology described in the solicitation ;
- b. Lowest bid by Category provided:
 - i. The solicitation indicates that contracts will be awarded based on the lowest bid in a category; and

- ii. Only one bidder may be awarded a contract per category if so specified in the solicitation;
 - c. Lowest bid by line item provided:
 - i. The solicitation indicates that contracts will be awarded based on the lowest bid per line item; and
 - ii. Only one bidder may be awarded a contract per line item if so specified in the solicitation;
 - d. Any combination of (a), (b) and/or (c) above, or
 - e. Any other methodology described in the solicitation.
 - f. All responsive and responsible bidders may be awarded a contract, provided the contracts specifically direct that orders must be placed first with the low bidder unless the lowest cost bidder cannot provide the needed procurement item, then with the second lowest bidder unless the second lowest cost bidder cannot provide the needed procurement item, then with the third lowest bidder unless the third lowest cost bidder cannot provide the needed procurement item, and so on in order from the lowest cost responsive and responsible bidder to the highest cost responsive and responsible bidder until the order is filled or the list of responsive and responsible bidders has been exhausted.
4. **Request for Proposals:** The award of multiple contracts in a request for proposals shall be made in accordance with Part 7 of the Act and may be awarded on a regional basis or based on other criteria set forth in the solicitation and in accordance with point thresholds and other methodology set forth in the RFP describing how multiple award contracts will be awarded with enough specificity to avoid the appearance of favoritism affecting the decision of whether to award multiple contracts and who should receive a multiple award contract.
5. **Multiple Award Contracts for Unidentified Procurement Items:**
- a. An unidentified procurement item is defined as a procurement item that, at the time the solicitation is issued:
 - i. Has not been specifically identified but will be identified at some time in the future, such as an approved vendor list or approved consultant list.

- ii. Does not have a clearly defined project or procurement specific scope of work; and
 - iii. Does not have a clearly defined project or procurement specific budget.
- b. Unidentified procurement items may be procured under approved vendor list thresholds established by the Board.
- c. An RFP or other solicitation issued for a multiple award contract for unidentified procurement items must specify the methodology that will be used to determine which vendor under the multiple award contract will be selected to receive an order.
- i. The methodology must include a procedure to document that the District is obtaining best value, including an analysis of cost and other evaluation criteria outlined in the solicitation.
 - ii. The methodology must also ensure the fair and equitable treatment of each multiple award contract vendor, including using methods to select a vendor such as:
 - (1) Using a rotation system, organized alphabetically, numerically, or randomly;
 - (2) Assigning a potential contractor to a specified geographical area;
 - (3) Classifying each potential contractor based on the potential contractor's field or area of expertise; or
 - (4) Obtaining quotes or bids from two or more contractors.

6. Ordering From Multiple Award Contracts:

- a. When buying procurement items under a multiple award contract that was awarded through an invitation for bids, the District shall obtain a minimum of two quotes for the procurement item(s) being purchased and place the order with the contractor with the lowest quoted price.
- i. The requirement to obtain two or more quotes is waived when there is only one bidder award for the particular procurement item or geographical area.
 - ii. The order need not be placed with the lowest cost contract bidder if that bidder cannot provide the needed procurement item, in which event the order may be placed with the second lowest cost bidder unless the second lowest cost bidder

cannot provide the needed procurement item, and so on, in order, until a contract bidder is selected or the list of contract bidders is exhausted.

iii. If the methodology described in the solicitation is based on criteria other than the lowest quoted price, the designated methodology shall control.

b. When buying a procurement item under a multiple award contract that was awarded through an RFP, the District may place orders based on the District's determination as to which contractor or procurement item best meets the needs of the District. Contracts awarded through the RFP process are awarded based on the best value to the District, taking into consideration price and the other specific non-price criteria set forth in the RFP. Consequently, all contractors and procurement items under contract issued through an RFP have been determined to provide best value to the District.

c. A multiple award contract may not be used to steer purchases to a favored contractor or use any other means or methods that do not result in fair consideration being given to all contractors that have been awarded a contract under a multiple award.

7. **Primary and Secondary Contracts:**

a. Designations of multiple award contracts as primary and secondary may be made if a statement to that effect is contained in the solicitation documents.

b. When the Procurement Officer or designee determines that the need for a procurement item will exceed the capacity of any single primary contractor, secondary contracts may be awarded to additional contractors.

c. Purchases under primary and secondary contracts will be made, initially from the primary contractor offering the lowest contract price until the primary contractor's capacity has been reached or the items are not available from the primary contractor, then from secondary contractors in progressive order from lowest price or best availability to the next lowest price or best availability, and so on.

8. **Intent to Use:** If a multiple award is anticipated prior to issuing a solicitation, the method of award shall be stated in the solicitation.

- B. Contracts and Change Orders -- Contract Types:** The District may use contract types to the extent authorized under Section 63G-6a-1205 of the Act.
- C. Prepayments:** Prepayments are subject to the restrictions contained in Section 63G-6a-1208 of the Act.
- D. Leases of Personal Property:**
- 1. Requirements:** Leases of personal property are subject to the following:
 - a.** A lease (including a lease with a purchase option) may be entered into provided that the District complies with Section 63G-6a-1209 of the Act and:
 - i.** The lease is in the best interest of the District;
 - ii.** All conditions for renewal and costs of termination are set forth in the lease; and
 - iii.** The lease is not used to avoid a competitive procurement.
 - 2. Completion Requirement:** Lease contracts will be conducted with as much competition as practicable under the circumstances.
- E. Modification of Contract Terms:** Contract clauses may be as set forth in standard documents approved from time to time by the Board maintained at the office of the District. However, the Manager, the Procurement Officer or the Board may modify the clauses for inclusion in any particular contract. Any variation may be supported by a written determination that describes the circumstances justifying the variation, and notice of any material variation may be included in the invitation for bids or requests for proposals.

XV. PROCUREMENT OF ARCHITECT, ENGINEERING AND SURVEYING SERVICES

- A. Hiring a Professional Architect, Engineer or Surveyor:** The District may not legally be obligated to consider more than one architect, engineer or surveyor when procuring those professional services (hereafter references to “architect-engineer” or the like shall include “surveyor”). However, should more than one such professional be considered for engagement, the Manager and/or the Board shall consider, as a minimum, in the selection process those elements required by Utah Code Ann. § 17B-1-108: (a) the qualifications, experience and background of each firm (or individual if the professional is not part of a firm) submitting a proposal; (b) the specific individual(s) assigned or to be assigned to the project and the time commitments of each to the project; and (c) the project schedule and approach to the project that each firm (or individual) will take. The District may engage the services of a professional architect, engineer or surveyor based on the above criteria rather than based solely on the lowest cost. Subject to the above, the provisions of Part 15

of the Procurement Code apply to the procurement of services within the scope of the practice of architecture as defined in Section 58-3a-102 or professional engineering as defined in Section 58-22-102 of the Utah Code.

1. **Architect-Engineer Evaluation Committee:** The Procurement Officer shall designate members of the Architect-Engineer Evaluation Committee. The evaluation committee must consist of at least three members who are qualified under Section 63G-6a-707 of the Act, at least one of whom is well qualified in the profession of architecture or engineering.

2. **Request for Statements of Qualifications:**
 - a. The District will issue a public notice for a request for statements of qualifications to be used in ranking architects or engineers.

 - b. A request for statement of qualifications will state:
 - i. The type of procurement item to which the request for statements of qualifications relates;
 - ii. The scope of the work to be performed;
 - iii. The instructions and the deadline for providing information in response to the request for statements of qualifications; and
 - iv. Criteria to be used to evaluate statements of qualifications including:
 - (1) Basic information about the person or firm;
 - (2) Experience and work history;
 - (3) Management and staff;
 - (4) Qualifications;
 - (5) Licenses and certifications;
 - (6) Applicable performance ratings;
 - (7) Financial statements; and
 - (8) Other pertinent information.

 - c. Key personnel identified in a statement of qualifications may not be changed without the advance written approval of the Procurement Officer.

 - d. Architects and engineers shall not include cost information in a response to a request for statements of qualifications

3. **Evaluation of Statements of Qualifications:** The evaluation committee shall evaluate statements of qualifications in accordance with Section 63G-6a-707 of the Act to rank (score) architects or engineers.
 4. **Negotiation and Award of Contract:** The Procurement Officer or designee shall negotiate a contract with the most qualified firm for the required services at compensation determined to be fair and reasonable.
 5. **Failure to Negotiate Contract With the Highest Ranked Firm:**
 - a. If fair and reasonable compensation, contract requirements, and contract documents cannot be agreed upon with the highest ranked firm, the Procurement Officer shall advise the firm in writing of the termination of negotiations.
 - b. Upon failure to negotiate a contract with the highest ranked firm, the Procurement Officer shall proceed in accordance with Section 63G-6a-1505 of the Procurement Code.
 6. **Notice of Award:**
 - a. The District may award a contract to the highest ranked firm with which the fee negotiation was successful.
 - b. Notice of the award shall be made available to the public.
- B. **Contract Extensions:** Subject to Section IV.A. of this Policy, contracts with consultants providing engineering and architectural services may be extended from year-to-year in the discretion of the Board.
- C. **Other Professional Services:** A contract with a consultant providing other professional or technical services, such as accounting or legal services, may be entered into as a small purchase under Part V or using the RFP procedure as provided in Section VIII. E of this Policy.

XVI.BONDS

Performance and other bonds in such amounts as shall be reasonably necessary to protect the interests of the District may be required. The nature, form and amount of such bonds are to be described in the notice inviting bids or in the request for competitive sealed proposals, regardless of the procurement type (construction, equipment, etc.).

- A. **Bid Security Requirements:**

1. **Construction:** Invitations for Bids and Requests for Proposals for construction contracts estimated to cost more than **\$50,000** generally will require the submission of a bid bond in an amount equal to at least 5% of the bid, at the time the bid is submitted, and the Procurement Officer may require a bid bond for a construction contract that is estimated to cost **\$50,000** or less.
2. **Other Procurements:** Invitations for Bids and Requests for Proposals for other procurements may require the submission of a bid security, including specifications for the form and type of bid security, when the Procurement Officer determines it to be in the best interest of the District
3. **Acceptable Bid Security Not Furnished:** If a bid security is required and acceptable bid security is not furnished, the bid shall be rejected as nonresponsive, unless the failure to comply is determined by the Procurement Officer to be nonsubstantial. Failure to submit an acceptable bid security may be deemed nonsubstantial if:
 - a. The bid security is submitted on a form other than the required bid bond form and the bid security meets all other requirements of this Policy and the contractor provides acceptable bid security by the close of business of the next succeeding business day after being notified of the defective bid security;
 - b. Only one bid is received, and there is not sufficient time to re-solicit;
 - c. The amount of the bid security submitted, though less than the amount required by the Invitation for Bids or RFP, is equal to or greater than the difference in the price stated in the next higher acceptable bid; or
 - d. The bid security becomes inadequate as a result of the correction of a mistake in the bid or bid modification which is allowed by this Policy, if the bidder increases the amount of the guarantee to required limits within 2 business days after the bid opening.
4. **Forfeiture:** If the successful bidder fails or refuses to enter into the contract or furnish the additional bonds required as provided above, the bidder's bid security may be forfeited.

B. Performance Bonds for Construction Contracts: A performance bond is required for all construction contracts estimated to cost in excess of **\$50,000**, in the amount of 100% of the contract price. The performance bond shall be delivered by the contractor to the District within fourteen days of the contractor receiving notice of the award of the construction

contract. If a contractor fails to deliver the required performance bond, the contractor's bid/offer shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder or the next highest ranked offeror.

C. Surety or Performance Bonds for Non-construction Procurement Items:

1. **Permissive:** A surety or performance bond may be required on any non-construction contract as the Procurement Officer deems necessary to guarantee the satisfactory completion of a contract, provided the Invitation for Bids or Request for Proposals contains a statement that a surety or performance bond is required in an amount:
 - a. Equal to the amount of the bid or offer;
 - b. Equal to the project budget or estimated project cost, if the budget or estimated project cost is published in the solicitation documents;
 - c. Equal to the previous contract cost, if the previous contract cost is published in the solicitation documents; or
 - d. The Invitation for Bids or Request for Proposals contains a statement that a surety or performance bond, in an amount less than the amount determined under (a), is required; and
 - e. The Invitation for Bids or Request for Proposals contains a detailed description of the work to be performed or item(s) to be provided for which the surety or performance bond is required.
2. **Limitation:** Surety or Performance Bonds should not be used to unreasonably eliminate competition or be of such unreasonable value as to eliminate competition.

D. Payment Bonds: A payment bond is required for all construction contracts estimated to cost in excess of **\$50,000**, in the amount of 100% of the contract price. If a contractor fails to timely deliver the required payment bond, the contractor's bid or offer shall be rejected, its bid security may be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder or the next highest ranked offeror.

1. **Waiver:** The Procurement Officer may waive any bonding requirement if it is determined in writing by the Procurement Officer that:
 - a. Bonds cannot reasonably be obtained for the work;

- b. The cost of the bond exceeds the risk to the District; or
 - c. Bonds are not necessary to protect the interests of the District.
2. **Failure to Obtain:** If the District fails to obtain a payment bond for a construction project, there may be liability to anyone furnishing labor or supplying materials for the construction project as provided in Utah Code Ann. § 14-11-19.

XVII. PROHIBITED ACTS/ETHICS

- A. **Supremacy of Law:** Nothing contained in this Policy shall be construed to authorize conduct that would constitute a crime under any applicable law or ordinance. The requirements of Part XVII shall apply *in addition* to other legal requirements including, but not limited to, Utah Code Ann. §§ 67-16-1 *et. seq.* (the Utah Public Officers and Employees Ethics Act which, among other things, prohibits the improper disclosure or use of private, controlled or protected information) and applicable sections of Chapter 8 of Title 76 of the Utah Code (dealing with offenses against the administration of government such as bribery). It is the general policy of the District that employees and members of the Board not receive compensation for assisting any person or entity in a transaction involving the District. For any departure from that general policy to be countenanced, the employee or Board Member must sign and file the sworn, written statement required by Utah Code Ann. § 67-16-6.
- B. **Conflict of Interest:** No member of the Board or employee of the District may have a direct or indirect interest in any contract entered into by the District unless such interest is disclosed to the Board before the contract is approved. A Board member or employee will be presumed to have an indirect interest in any contract in which a relative of the Board member or employee, as “relative” is defined in Utah Code Ann. § 52-3-1(1)(d) (a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law), holds a direct interest in the contract. Any Board member who is interested in a proposed contract with the District shall disclose that interest to the other Board members, shall not participate in any Board discussion of the contract, and shall abstain from voting on the contract. An interested Board member may, however, be counted toward the required quorum for any Board meeting attended by the interested Board member. Any employee who has an interest in a proposed contract with the District shall so notify the Manager and the Board in writing. Such employee may not participate in any evaluation of the proposed contract or of any competing bids or proposals. Before the Board may approve any contract in which a Board member or employee has a known interest, the Board must make a finding to the effect that the proposed contract is in the best interest of the District and is significantly better than any available alternative. A violation of the requirements of this Subsection, including the required advance notification of any conflict of interest, may subject the violator to discipline, including

dismissal or termination. Approval of a contract in which a relative of a District Board member or employee holds a direct interest shall not be invalid, and the Board member or employee shall not be subject to sanctions, if the Board member or employee was not aware of the interest of the relative prior to the approval of the contract. The burden shall be on the Board member or employee to establish this lack of knowledge, should an issue be raised concerning the contract in which the relative holds a direct interest.

- C. **Nepotism Prohibited**: Nothing contained in this Policy shall be construed to authorize a violation of Utah Code Ann. § 52-3-1, which generally prohibits the employment of relatives.
- D. **Improper Influence**: No employee or official of the District shall use his/her position with the District to pressure, coerce, or otherwise improperly induce any vendor or other person to provide a special benefit to the employee or official that would not generally be available to others. By way of illustration, no employee or Board member may threaten or imply that a vendor's failure to provide a favorable price or other concession on a personal purchase will or may jeopardize the vendor's relationship with the District.
- E. **Collusion**: Any agreement or collusion among vendors or prospective vendors in restraint of competition and/or fairness shall render the bids/proposals of each such vendor void, if detected before the contract is awarded, or constitute grounds for the District to void any contract to a participant in the collusion if finally determined after the contract has been awarded, and may also result in the debarment of participating potential vendors.
- F. **Sales Taxes**: As a governmental entity, the District is not required to pay a sales tax on certain of its purchases. No employee or official shall use the District's immunity from sales tax collection to avoid the payment of sales tax on personal purchases, except as otherwise provided in Subsection H.1 below.
- G. **Gifts and Gratuities**: No employee or official shall accept any gift or gratuity from any vendor who deals, or desires to deal, with the District that would violate any provision of state law, criminal or otherwise. This restriction is not intended to prohibit small promotional gifts, such as calendars, pens, candy, note pads, etc., of a relatively nominal value that are commonly utilized for public relations or advertising purposes and which do not otherwise violate state law under Utah Code Ann. § 67-16-5. Similarly, this restriction is not intended to prohibit business lunches and dinners *provided* they are in harmony with the District's rules and regulations and do not violate applicable state law.
- H. **Personal Purchases**: No District employee or official shall purchase goods or services for personal use and ownership using the District's name, any District account, or District funds without prior approval by the Board. The District shall be reimbursed, either directly or through payroll withholding, for the costs of all such goods and services that are purchased for individual use and ownership by a District employee or Board member.

1. **No Personal Use or Ownership - Exceptions:** Notwithstanding the foregoing prohibition, with the approval of the Manager, goods and services may be purchased in the name of the District, through a District account, and/or utilizing District funds, even though those goods and services will become the personal property of employees or officials of the District, *provided* that any such good or service is to be utilized by the employee or official in performing his or her duties for the District. For example, a monetary allowance may be provided by the district for work boots for members of a District work crew.

2. **Personal Purchases - Validity:** Nothing contained in this Policy shall prohibit or prevent either employees or officials from purchasing from vendors who also provide goods or services to the District *provided* that such private purchases are clearly denoted as such and are made in the name of the employee or official. Furthermore, nothing contained in this Policy shall prohibit employees or officials from receiving discount or membership cards from District vendors *provided* that such cards and memberships are in the name of the individual employee or official, all purchases are billed to and paid for directly by the employee or official, and such cards and memberships are made available to members of the public as a whole, or to a subgroup of the public, and are not based upon the employee's or official's position with the District.

I. **Favored Vendor:** District employees and officers are prohibited from taking any act, or refusal or failure to act, with the intention of creating a favored vendor situation (as defined in Part II of this Policy). Any violation of this restriction shall be subject to discipline up to and including termination.

J. **Procurement Professional:** Should any employee of the District be classified as a "Procurement Professional" as defined in Section 63G-6a-2402 of the Act, the Procurement Professional shall be governed by Part 24 of the Procurement Code, in addition to other applicable laws. [It is anticipated that very few local districts or special service districts will retain a Procurement Professional who effectively is dedicated to procurement activities, in which event this Subsection will not apply.]

1. **Socialization With Vendors and Contractors:** A Procurement Professional shall not:

a. Participate in social activities with vendors or contractors that may interfere with the proper performance of the Procurement Professional's duties;

- b. Participate in social activities with vendors or contractors that may lead to unreasonably frequent disqualification of the Procurement Professional from the procurement process; or
 - c. Participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the Procurement Professional's independence, integrity, or impartiality.
2. **Duty to Notify Supervisor:** If a Procurement Professional participates in a prohibited social activity, or has a close personal relationship with a vendor or contractor, the Procurement Professional shall promptly notify the appropriate supervisor and the supervisor shall take appropriate action, which may include removal of the Procurement Professional from the affected procurement or contract administration process.

XVIII. CONTROVERSIES AND PROTESTS

A. Procurement Code Provisions:

- 1. **Part 16:** Controversies and protests shall be conducted in accordance with the requirements set forth in Sections 63G-6a-1601 through -1604 of the Act. This Part XVIII provides additional requirements and procedures, and will be used in conjunction with the Procurement Code. Unless otherwise designated by the Board, the Procurement Officer shall be the "Protest Officer".
- 2. **Part 19:** Part 19 of the Procurement Code, Sections 63G-6a-1901 through -1911 of the Act, contain provisions regarding:
 - a. Limitations on challenges of:
 - i. A procurement;
 - ii. A procurement process;
 - iii. The award of a contract relating to a procurement;
 - iv. A debarment; or
 - v. A suspension; and
 - b. The effect of a timely protest or appeal;
 - c. The costs to or against a protester;
 - d. The effect of prior determinations by employees, agents, or other persons appointed by the District;

- e. The effect of a violation found after award of a contract;
- f. The effect of a violation found prior to the award of a contract;
- g. Interest rates; and
- h. A listing of determinations that are final and conclusive unless they are arbitrary and capricious or clearly erroneous.

B. General: Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Protest Officer.

1. **Deadline.** A protest with respect to the invitation for bids or a request for proposals is to be submitted in writing prior to the opening of bids or the closing date for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to the protest prior to the bid opening or the closing date for proposals. In any event, the protest shall be submitted in writing within 7 days after the aggrieved person knows or should have known of the facts giving rise thereto. Anyone failing to file a protest within the time prescribed may not:
 - a. Protest to the Protest Officer a solicitation or award of a contract; or
 - b. File an action or appeal challenging a solicitation or award of a contract before an appeals panel, a court, or any other forum.
2. **Protest Document.** A person filing a protest shall include in the filing document:
 - a. The person's address of record and e-mail address of record; and
 - b. A concise statement of the grounds upon which the protest is made.
3. **Resolution/Correction of Errors:** The Protest Officer or designee shall have the authority to settle and resolve a protest. Furthermore, if at any time during the protest process it is discovered that a procurement is out of compliance with any part of the Procurement Code or this Policy, including errors or discrepancies, the Protest Officer may take administrative action to correct or amend the procurement to bring it into compliance, correct errors or discrepancies, or cancel the procurement.

- C. **Verification of Legal Authority:** A person filing a protest in a representative capacity may be asked to verify that the person has legal authority to file the protest on behalf of the public or private corporation, governmental entity, sole proprietorship, partnership, or unincorporated association (the “intervenor”).
- D. **Intervention in a Protest:** After a timely protest is filed in accordance with the Utah Procurement Code, the Protest Officer shall notify awardees of the subject procurement, and may notify others, of the protest.
1. **Period of Time to File:** A motion to intervene must be filed with the Protest Officer no later than ten days from the date such notice is sent by the Protest Officer. Only those motions to intervene made within the time prescribed in this Part XVIII will be considered timely. The District and the intended beneficiaries of the procurement (the intended awardee of the procurement) are automatically considered to be parties of record and need not file a motion to intervene.
 2. **Contents of a Motion to Intervene:** A copy of any motion to intervene will be mailed or e-mailed to the party protesting the procurement.
 - a. Any motion to intervene must state, to the extent known, the position taken by the intervenor and the basis in fact and law for that position. A motion to intervene must also state the intervenor's interest in sufficient factual detail to demonstrate that:
 - i. The intervenor has a right to participate which is expressly conferred by statute or by applicable rule, order, or other action;
 - ii. The intervenor has or represents an interest which may be directly affected by the outcome of the proceeding, including an interest as a consumer; customer; competitor; security holder of a party; or the person’s participation is in the public interest.
 3. **Granting of Status:** If no written objection to a timely motion to intervene is filed with the Protest Officer within seven calendar days after the motion to intervene is received by the protesting person, the intervenor becomes a party at the end of this seven day period. If an objection is timely filed, the intervenor becomes a party only when the motion is expressly granted by the Protest Officer based on a determination that a basis for intervention exists as stated in this Part XVIII.
 4. **Late Motion:** If a Motion to Intervene is not timely filed, the Motion shall be denied by the Protest Officer.

- E. Delay in Award of Contract:** In the event of a timely protest under Subsection A. above, the District will not proceed further with the solicitation or with the award of the contract until all administrative and judicial remedies have been exhausted or until the Procurement Officer, in consultation with appropriate District personnel, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.
- F. Proceedings to Debar/Suspend Potential Contractors:**
- 1. Debarment:** After reasonable notice to the person/entity involved and a reasonable opportunity for that person/entity to be heard, the Procurement Officer, after consulting with the District's attorney, shall have authority to debar a person/entity for cause from consideration of award of a contract for a period not exceeding three years.
 - 2. Suspension:** The Procurement Officer, after consultation with the District's attorney, shall have authority to suspend a person/entity from consideration for the award of a contract if there is probable cause to believe that the person/entity has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment as set forth in Utah Code Ann. § 63G-6a-904, in which event the suspension shall, at the request of the District's attorney, remain in effect until after the trial of the suspended person.
- G. Resolution of Controversies~~Error! Bookmark not defined.~~:** The Procurement Officer is authorized to settle and resolve a controversy which arises between the District and a contractor under or by virtue of a contract. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- H. Written Decision:** The Procurement Officer shall promptly issue a written decision regarding any protest, debarment or suspension or contract controversy if it is not settled by mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to administrative or judicial review as provided in Parts 17 and 18 of the Act.
- I. Timing and Finality of Decision:**
- 1. Adverse Decision Presumed After 30 Days:** As provided in Section 63G-6a-1603(9) of the Act, if a final written decision regarding a protest is not issued within 30 calendar days after the day on which a written request for a final decision is filed with the Protest Officer, or within such longer period

as may be agreed upon by the parties, the protestor, prospective vendor, or vendor may proceed as if an adverse decision had been received.

2. **Finality:** Except as otherwise specifically provided in this Part XVIII, a decision of the Procurement Officer shall be effective until stayed or reversed on appeal.
3. **Written Decision:** Once available, a copy of the decision shall be immediately mailed or otherwise furnished to the protestor, prospective contractor, or contractor and any parties that have been allowed to intervene in the proceeding. The decision shall be final and conclusive unless the protestor, prospective contractor, or contractor (a “vendor”) timely files and appeal to an appeals panel established by the Procurement Policy Board in accordance with Sections 63G-6a-1701 to -1706 of the Act within the applicable 7 day statute of limitations period specified in Section 63G-6a-1702 of the Act.

- J. Violation of Law:** If, before an award of a contract, it is finally determined administratively or upon administrative or judicial review that a solicitation or proposed award of a contract is in violation of law, the solicitation or proposed award shall be canceled or revised to comply with applicable law, unless different relief is mandated.
- K. Options After Adverse Determination:** If, after an award of a contract, it is finally determined administratively or upon administrative or judicial review that a solicitation or award of a contract is in violation of law, provided that the recipient of the award has not acted fraudulently or in bad faith, unless different relief is ordered: (a) the contract may be ratified and affirmed by the District if it is determined by the Board that doing so is in the best interest of the District; or (b) the contract may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to termination, plus a reasonable profit.
- L. Fraudulent Conduct by Contractor Error! Bookmark not defined.:** If, after an award of a contract, it is determined administratively or upon administrative or judicial review that a solicitation or award of a contract is in violation of law and if the recipient of the award has acted fraudulent or in bad faith, unless different relief is ordered: (a) the contract will be declared null and void; or (b) the contract may be ratified and affirmed if such action is in the best interest of the District, as determined by the Board, without prejudice to the District's rights to any appropriate damages.
- M. Appeal to the Board:** Nothing provided in this Part XVIII shall limit the ability and authority of the Board to provide for a two-step appeal process at the District level provided that the entire proceeding is completed within the time limits stated in this Part XVIII and in Part 16 of the Procurement Code. Furthermore, the Board may designate itself as the Protest Officer at any time in the Board’s sole discretion.

TABLE OF CONTENTS

CHAPTER 10: BOARD CODE OF ETHICS

POLICY 10.1: BOARD CODE OF ETHICS

POLICY 10.2: CONFLICT OF INTEREST

POLICY 10.1: BOARD CODE OF ETHICS

The Board believes that it is expedient and proper to adopt a Code of Ethics in order to clarify the authority exercised by the Board, or individual Board members, and general rules applicable to Board members' conduct of District business. The Board is committed to excellence in leadership that results in the highest quality of service to its residents and taxpayers. This Code of Ethics is subject to annual review and re-adoption. A copy will be furnished to each Board Member. Amendments (if desired) and re-adoption will occur as needed.

1. We, as a Board, shall maintain an environment emphasizing the dignity of each individual Board member, the importance of respect for the style, values and opinions of one another, and encouraging responsiveness and attentive listening in our communications.
2. We, as a Board, recognize that our primary responsibility is the formulation and evaluation of policy; the employment of a Fire Chief to be in charge of the District business under the direction of the Board; and to discharge other duties as directed by Board policy. Matters concerning the operational aspects of the Fire District shall be the responsibility of the professional staff members of the District.
3. We, as a Board, commit ourselves to the highest standards of ethical conduct and behavior. We shall hold no secret meetings, have no hidden agendas, nor engage in gossip. We shall conduct the business affairs of the District before the general public in accordance with Utah law.
4. We, as a Board, commit ourselves to focusing on issues rather than on personalities. We wish to encourage the presentation of others' opinions. We will avoid cliques and voting blocks, and we will base our votes on the issues presented, rather than on any personality involved.
5. We, as a Board, shall be committed to supporting Board action. The Board agrees that, while an individual Board member may disagree with a policy or action adopted by a majority vote of the Board, he or she should support the policy or action, once adopted, as being the considered judgment of the Board. An individual Board member shall have the right and duty to present evidence and argument to the Board on a Board issue, and the Board shall have the duty to consider or reconsider the issue upon proper evidence. We acknowledge the right of individuals to disagree with ideas, without being disagreeable.
6. We, as a Board, shall practice the following procedures in:
 - a. **SEEKING CLARIFICATION ON INFORMATIONAL ITEMS**
 - (1) Board members may approach the Chairman to obtain additional information needed to supplement, upgrade or enhance their knowledge to improve decision-making.

b. HANDLING COMPLAINTS

- (1) Complaints made to individual members of the Board regarding all personnel, except the Fire Chief, should be referred directly to the Fire Chief.
- (2) Complaints made to individual members of the Board regarding the Fire Chief, should be directly referred to the Chairman.

c. PRESENTING ITEMS FOR DISCUSSION AT BOARD MEETINGS

- (1) Agenda items:
 - (a) Board members wishing to have items placed on Board meeting or other Board function agendas should:
 - (i) Present such items to the Chairman of the Board at least one week prior to the meeting; or
 - (ii) Raise the issue at a Board meeting during the appropriate time scheduled for introductory topics to be discussed at subsequent meetings. It is the Board's intent to plan ahead for all agenda items.

d. HANDLING POLICY QUESTIONS DIRECTED TO INDIVIDUAL BOARD MEMBERS

- (1) Questions of District policy directed to an individual Board member by either a member of the general public or a District employee or volunteer shall be referred to the Chairman.
- (2) Upon request, the Fire Chief shall provide the Board a memorandum on the policy question and response.

7. We, as a Board, shall recognize the work of the District as a team effort. All Board members shall work together in a collaborative process, assisting each other and the Chairman in conducting the affairs of the District.
8. We, as a Board, when responding to citizen requests or concerns, shall be courteous, respond to individuals in a positive manner and, when appropriate, route such concerns and interests through District staff.
9. We, as a Board, are encouraged to work with the Fire Chief at our mutual convenience, to discuss current issues, policies, concerns, and District projects.

10. As individual Board members, we shall each operate as a part of the whole. Issues will be brought to the attention of the Board as a unit, rather than to individual members selectively. Members of the Board recognize that, except when acting on behalf of the Board with the express permission of the Board on a specific area granted in an open meeting, the authority of each individual Board member is equal only to the rights and authority of a private citizen or taxpayer.
11. We, as a Board, shall develop short-range and long-range planning goals for the future needs of the District.
12. We, as a Board, assume responsibility for monitoring the District's progress in attaining established short- and long-range planning goals and objectives.
13. We, as a Board, agree that an individual Board member shall not discuss disputed Board actions or policies with patrons or others, except for the District Attorney, and then with the utmost discretion and in a manner which will foster confidence in the operation of the District.
14. We, as a Board, will prepare for each Board meeting by reviewing provided agendas in Board packets and inquiring of staff when presented issues are unclear or require additional information.
15. We, as a Board, will prepare to serve terms as Board members by reviewing the District Policy & Procedure Manual, reviewing the A Utah Public Officers and Employees Ethics Act, and other materials regarding our positions as Board members. In doing so, we enable ourselves to engage in a program of development towards improving our policies and decision-making capabilities.

POLICY 10.2: CONFLICT OF INTEREST

North Davis Fire District officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the district. Officers owe a fiduciary duty to the district and must not act in a manner that is contrary to that duty or to the interests of the district. Officers must place the interests of the district over their own personal interests with respect to the governance policy, strategic direction and operations of the district.

It is the intent of the Board of Trustees to meet and exceed those protections against conflicts of interests contained in State law. Under this policy, a conflict of interest arises when an officer of the district's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgement within the context of the best interest of the district. For this policy, an officer's "personal interests" includes those of his or her relatives, business associates or other persons or organizations with whom the person is closely associated.

1. The following provisions shall serve as a guide to officers with respect to the affairs of the North Davis Fire District.
 - a. North Davis Fire District officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the Board of Trustees and the North Davis Fire District's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.
 - b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the District or to individually conduct negotiations or make contacts or inquiries on behalf of the North Davis Fire District unless officially designated by the Board of Trustees.
 - c. Officers are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the North Davis Fire District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the District is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the District.
 - d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Board of Trustees which shall decide if such interest should prevent the District from entering into a particular transaction,

purchase, or engagement of services. The term “immediate family” means officer’s spouse, parent, dependent children, and other dependent relatives.

- e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the District.
- g. Officers shall complete a Conflict of Interest Disclosure Form at the beginning of their term and any time that a Conflict of Interest occurs. This Form shall be signed and notarized. Completed Forms shall be submitted to the District Clerk and made available to the public upon request.
- h. The District Clerk shall provide copies of all completed Forms to the Board of Trustee Chair at the end of February each year.
- i. The Board of Trustee Chair shall review all completed forms and consider the disclosures. The Board of Trustee Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

TABLE OF CONTENTS

**CHAPTER 11:1 TRAVEL POLICY
BOARD MEMBERS & EMPLOYEES**

POLICY 11.1 TRAVEL POLICY – BOARD MEMBERS & EMPLOYEES

1. General Policy - All travel expenses incurred by a member of the Board of Trustees while conducting North Davis Fire District business outside a 50-mile radius of the administrative office shall be paid by North Davis Fire District.
2. Pre-Approval - Approval from Chairman and Fire Chief is required prior to incurring travel-related expenses.
3. Documentation - After travel expenses have been incurred, the board member must submit a Travel Reimbursement Form which details the reason for the trip and the specific travel expenses. Travel Reimbursement Forms must be signed by the board member and approved by Chairman and Fire Chief.
4. Travel-related expenses include:
 - a. Costs to travel to and from the business destination.
 - b. Transportation costs while at the business destination.
 - c. Lodging, meals, and incidental expenses.
5. Transportation
 - a. Personal Vehicle Use - A board member who uses his or her personal vehicle for North Davis Fire District business will be reimbursed for mileage in accordance with the IRS or State of Utah.
 - b. Alternative Travel Arrangements – Board members may structure alternative travel and lodging to reduce costs or to accommodate personal preferences if the alternatives provide a documented cost savings to the District or the board member pays the increased costs. If a board member chooses to drive rather than fly for out-of-state travel, North Davis Fire District will reimburse the board member based on the least expensive method of travel, rather than actual mileage.
 - c. Rental Cars – Board members may obtain a rental car with prior approval or in cases of documented need. Groups of board members at the same location shall share rental vehicles where practical. When a rental car is used, rental agency liability and collision/loss damage coverage is required, at the District expense.
6. Travel Related Meals
 - a. Meal Per Diems – Board members shall be paid for meals (including tax, tips, and other meal related expenses) accordance with the IRS or State of Utah per diem rate (Utah Administrative Code R25-7), including all rules contained therein. Per diem may be paid to employees prior to leaving for the travel destination.
 - b. Direct charge on board member personal credit card – Board members may use personal credit cards to pay for approved travel related meals. Board members must retain all receipts related to such purchases and submit them with the Travel Reimbursement Form. In the event that the daily total expense for meals is greater than the allowable per diem amount, the board member will only be reimbursed up to the allowable per diem amount.
7. Incidental Expenses - Incidental expenses are not considered part of a meal per diem reimbursement and, therefore, substantiation is required. Incidental expenses include ground

transportation, parking, and related tips; fax, telephone, internet, or copy charges; and other business-related expenses. Other tips are not reimbursable.

8. Lodging - Travel that requires an overnight stay must pre-approved by the Chairman and Fire Chief of the North Davis Fire District. Lodging will be paid for in accordance with the IRS. Detailed receipts are required to be submitted to District in order to claim refunds for taxes paid.
9. Personal Expenses - Personal expenses, including entertainment or alcohol, are the responsibility of the board member and will not be reimbursed by North Davis Fire District
10. Board member expenses paid by other entities – North Davis Fire District Board Members that provide services to other entities either formally or informally may represent the interest of those entities as well as the District while traveling on official North Davis Fire District business. Where possible, the shared benefit of the board member activities while traveling should be determined and costs of that travel proportionally split between the benefiting entities.

If any board member travel-related expenses are paid directly by another entity, those payments must be documented and disclosed to North Davis Fire District. Any travel-related expenses that are paid by another entity must not be submitted to North Davis Fire District for reimbursement to the employee. In such circumstances the District will reimburse the board member for travel related costs and then bill the other entity the proportional share of those travel-related costs, or the other entity will bill the District for its proportional share of the travel-related costs paid by the other entity.

11. In the event that a board member receives a per diem allowance prior to traveling and is not able to travel, the board member will return those funds to North Davis Fire District. If upon review of travel expenses inappropriate or fraudulent expenses have been incurred the board member may be subject to disciplinary action including; recovery of funds, inability to travel, suspension or termination.

TABLE OF CONTENTS

CHAPTER 12: FINANCIAL MANAGEMENT AND INVESTMENTS

POLICY 12.1: FINANCIAL DETRIMENT

- A. OBJECTIVES
- B. BANKING SERVICES
- C. CREDIT CARD POLICY
- D. INTERNAL CONTROLS
- E. BILLING
- F. ACCOUNTS RECEIVABLE, CASH RECEIPTING, DEPOSIT POLICY
- G. ACCOUNTS PAYABLE
- H. CASH FORECASTING
- I. DEBT
- J. AUTHORIZED PERSONNEL/SECURITY

POLICY 12.2: INVESTMENTS

- A. OBJECTIVES
- B. DELEGATION OF AUTHORITY
- C. INVESTMENT STANDARD PRUDENCE
- D. INTERNAL CONTROLS
- E. DIVERSIFICATIO
- F. APPROVED INSTITUTIONS
- G. COLLATERALIZATION
- H. REPORTING REQUIREMENTS
- I. INVESTMENT GOALS

POLICY 12.3: TAX INCREMENT FINANCING GUIDING PRINCIPLES

- A. MISSION STATEMENT
- B. ORGANIZATIONAL VALUES
- C. FINANCIAL GOALS OF THE DISTRICTS STRATEGIC PLAN
- D. GUIDING PRINCIPALS
- E. CONSIDERATIONS
- F. PROCESS

POLICY 12.1: FINANCIAL DETRIMENT

Establish a uniform control design for all departments of the North Davis Fire District that receive cash and other forms of payments. The external auditors and approved Board of Trustees who ultimately is responsible for the overall design and implementation of organizational controls. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the Finance Director will propose changes to the Board of Trustees for review and approval.

A. OBJECTIVES

1. To preserve capital through prudent banking and cash management activities.
2. To achieve the most productive use of cash, minimize operating cost and to control Receipts and disbursements.
3. To maintain competitive and good working relations with financial institutions.
4. To ensure and maintain good working relations with vendors by paying District bills in a timely manner.
5. To ensure that all-financial system, functions and controls meet generally accepted accounting principles (GAAP), with the exception of using a cash basis of accounting.

B. BANKING SERVICES

1. Banking services shall be solicited at least every five years on a competitive bid basis; banks submitting proposals must meet the following minimum criteria:
2. Must meet Utah requirements for Local Districts.
3. Must be insured by the Federal Deposit Insurance Corporation.
4. Must be able to facilitate transfers to and from the Local Government Investment Pool managed by the Utah State Treasurer.
5. Must provide annual audited financial statements.
6. All District bank accounts must be authorized and approved by the Fire Chief, District and the Board.

C. CREDIT CARD POLICY

Each applicant acknowledges that they have read and understand the Policy and Procedures, in their entirety. The procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

1. To obtain a card:

Any person issued a district credit card will complete a North Davis Fire District Credit Card Acceptance Agreement. All credit card requests will be processed through the Executive Assistant, approved by the Fire Chief and District Treasurer. The cardholder's signature of the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Credit Card Policy and Procedures.

Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it

will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

2. Card Holder Responsibilities: It is the responsibility of the cardholder to:
 - a. Read and understand the North Davis Fire District's Credit Card Policies and Procedures
 - b. Sign the Credit Card Acceptance Agreement
 - c. Make only authorized purchases as prescribed by the Purchasing Policy and approved departmental budget
 - d. Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder, and District Fire Chief and Treasurer
 - e. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts for each transaction, are due to the Finance Director of the North Davis Fire District by the 10th day of the following month
 - f. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Finance Director
 - g. Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the Finance Director
 - h. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension or termination.

3. Accountant/Finance Director/Treasurers Office Responsibilities:
 - a. Request and oversee the issuance of the new cards, through the Finance Director and Treasurer. The credit limit will be determined at the discretion of the Finance Director
 - b. Inform the district Treasurer and Fire Chief when limit changes or cancellations are needed due to personnel changes
 - c. Payment on the Credit Cards is to be done immediately upon receipt
 - d. Credit Card reconciliations are to be completed within 15 days of payment due date.
 - e. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the North Davis Fire District policies and procedures
 - f. Address the cardholder about questionable transactions for clarification purposes
 - g. Report any misuses of credit cards immediately to the Finance Director and Fire Chief
 - h. Sign the form for each cardholder after review
 - i. Insure that the Finance Director Office receives copies of receipts

4. Approved Credit Card Purchases:
 - a. Business related uses, subscriptions, seminars, dues, books, Office supplies, furniture
 - b. Small tools (purchases/rentals), electrical, safety and building maintenance supplies
 - c. Vehicle maintenance supplies
 - d. Certain allowable travel expenditures:
 - i. Conference registrations or seminar rooms
 - ii. Entity sponsored group gatherings
 - iii. Hotel rooms

5. Prohibited Credit Card Purchases: The following purchases are strictly prohibited from being purchased using a North Davis Fire District credit card:
- a. Any merchant, product, or service normally considered to be inappropriate use of Entity funds
 - b. Purchase of items for personal use or consumption
 - c. Purchasing in violation of the Purchasing Policy
 - d. Capital equipment purchases/repair
 - e. Gift cards/certificates
 - f. Alcohol
 - g. Fuel for fleet vehicles unless traveling outside of Utah. The North Davis Fire District gas card should be used for fuel purchases. In the event that the North Davis Fire District gas card system has been compromised or out of service, the District Treasurer and Board Chairman will be notified. Then the North Davis Fire District credit card will be deemed as an acceptable form of payment.
 - h. Splitting a purchase to remain under purchasing policy limits
 - i. Consultants:
 - i. Architects
 - ii. Engineers
 - iii. Attorneys and Attorney's fees
 - iv. Medical, including hospital/doctor visits

6. Built-In Restrictions:

Each card is assigned on a Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact the Finance Director to review the limit given. North Davis Fire District has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the North Davis Fire District chooses to block a Merchant, the card will be declined. Please refer to the Finance Director regarding issues with a possible blocked card.

7. Reconciliation and Payment:

The North Davis Fire District Credit Card carries the district, not individual, liability; Credit Card Invoices will be paid by the Finance Director as outlined in Section 3. The cardholder will not be required to pay the Monthly Statement or charges included in the statement using personal funds, unless a personal charge had been made using the credit card. The program does not impact the cardholder's personal credit rating in anyway.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, email, or other electronic means, ask the supplier to include an itemized receipt with the goods. This itemized receipt is the only originally documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the Finance Director for review, and approval. The cardholder's activity may be audited at any time.

8. Disputed Transaction:

Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the North Davis Fire District and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to immediately notify the Finance Director if there is a possible dispute on an issued credit card.

9. Employee Termination:

Upon notice of a cardholder terminating their current employment, the Finance Director, Fire Chief or immediate supervisors is responsible to take possession of the card and any outstanding original receipts. The Finance Director should be notified immediately of a cardholder termination/separation so they can notify the card issuer and close the account.

D. INTERNAL CONTROLS

Duties will be assigned to individuals in such a manner that no one individual can control all phases of collecting cash, recording cash and processing transactions in a way that permits errors or omissions to go undetected

E. BILLING

The District will invoice all customers for amounts due on a current basis; an accounts Receivable age schedule will be prepared and monitored to insure amounts due the District; invoices are due within 30 days of billing date; interest of one- and one-half percent per month will be charged on all balances due over 30 days.

F. ACCOUNTS RECEIVABLE, CASH RECEIPTING, DEPOSIT POLICY

All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving funds, the method of payment; cash, check, credit card, etc. Manual receipts should have three copies; Customer copy, a Treasurer copy and a location copy.

1. At the end of the day the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the Finance Director or place it in a secure (locked) place for deposit on the next business day.

2. Voice/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone who does not receive cash. If the office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off the adjustment or voided transaction with an explanation for the needed adjustment. If the location using manual receipt book all copies of the receipt should be present for any voided adjustment/voided transaction to facilitate monitoring of this process.
3. The Finance Director will enter deposit detail into the accounting system and assign take deposits to the bank. The person receiving and processing payments will be different than the person taking deposits to the bank.
4. Every effort should be made to ensure that large quantities of cash are not on hand at any location overnight. When possible, large deposits should be made the same day that they were received.
5. A deposit slip must accompany all deposits to mitigate the chance for mistakes.
6. A copy of the deposit slip, receipts and other supporting documentation should be kept to facilitate monitoring of this process.
7. Any discrepancy should be reported to the Finance Director, Treasurer, and Fire Chief immediately.

G. ACCOUNTS PAYABLE

1. The District will maintain a system to age accounts payable; invoices will be analyzed and paid to take advantage of any discounts available.
2. The District will pay its obligations as needed.
3. All obligations paid by the District will be reviewed to insure proper documentation is attached and that all District requirements are met.

H. CASH FORECASTING

Each fiscal year, the Fire Chief will prepare an annual All Fund cash flow budget for the District for approval by the Board; each month the cash flow statement will be adjusted to reflect current month's actual cash flows and revise the remaining estimated cash flow schedule.

I. DEBT

1. If feasible, the District may enter into long-term lease obligations or issue bonds to finance capital acquisitions upon approval of the Board.
2. Before issuing any debt, the District will consult with appropriate internal and/or external financial advisors.
3. All leases, as reported in the District's annual financial report, will be limited as follows:

- (a) Annual leases will be limited to the economic life of the equipment.
- (b) Lease purchases of equipment and facilities will be limited to fit within the District's stated mission, goal or government role.

J. AUTHORIZED PERSONNEL/SECURITY

1. Both the Fire Chief and the Board Treasurer are authorized to open demand deposit accounts as may be required by the District.
2. All duly elected or appointed individual members of the District's Board are authorized, as District signatory, to place manual signatures on checks for accounts payable. Where a second member of the Board is not able or is unavailable to sign, the Fire Chief is authorized as the second District signature and may place the second manual signature on checks for accounts payable.
3. Checking accounts require two manual signatures:
 - (a) Electronic checkbook data is to be backed up no less than once per week and shall remain in the possession of the District Secretary during non-business hours.
 - (b) The Fire Chief is responsible for maintaining a current signature card with the appropriate financial institution(s).

POLICY 12.2: INVESTMENTS

A. OBJECTIVES

Investment objectives are safety (preservation of capital), liquidity (availability of funds), and rate of return (yield), in that order. The Board has determined to restrict District investments to those, which have extremely high safety and liquidity, as provided in these guidelines.

B. DELEGATION OF AUTHORITY

The Fire Chief is designated as the Investment Officer of the District. The Board Treasurer and Certified Public Accountant shall closely monitor the Fire Chief's investments for and on behalf of the District.

C. INVESTMENT STANDARD PRUDENCE

Investments shall be made under the prudent investor's rule, which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

POLICY 12.3: TAX INCREMENT FINANCING GUIDING PRINCIPALS

The North Davis Fire District and the Board of Trustees (the District) recognize the value in supporting community and economic development projects that may require public facilitation and investment of public dollars in order to foster economic health and help enable a diverse and predictable tax base across our communities. Economic strength and well-being provide a stable pathway to the District's primary obligation of providing Fire and EMS service to our communities. Tax Increment Financing as prescribed by Utah Code Title 17C - Community Reinvestment Agency Act is a public financing tool available to the county and our respective municipalities that provides for a form of public-private partnerships that allow for the diversion of local tax revenues to support and off-set certain costs of private development projects. The District believes that partnering with the county, municipalities, and private development on a limited and defined basis under the umbrella of the Community Reinvestment Agency Act will offer an opportunity to support the District's mission and priorities, as well as the financial strategies of the North Davis Fire District.

A. MISSION STATEMENT

WE, THE MEMBERS OF THE NORTH DAVIS FIRE DISTRICT, ARE COMMITTED TO PROVIDING THE HIGHEST-LEVEL CUSTOMER SERVICE TO THE CITIZENS WE SERVE AND TO THE MEMBERS OF OUR DISTRICT. THROUGH OUR CORE VALUES WE WILL WORK FOR THE SAFETY AND PROTECTION OF ALL LIFE AND PROPERTY ENTRUSTED TO OUR CARE.

We strive for **EXCELLENCE** through continued training and education to advance our skills and knowledge. We maintain a constant **STATE of READINESS** by preparing ourselves to manage any situation we might encounter, and by maintaining our apparatus and equipment in a ready state. We expect **PROFESSIONALISM** in everything we do, holding ourselves to the highest level of conduct. **INTEGRITY** in our dealings and **COMPASSION** in the performance of our duties are values we hold high. We recognize that the safety of the citizens of the communities we serve is the reason we are here, and that the level of **CUSTOMER SERVICE** that we provide is the measure of our department. We know that it requires excellent **TEAM WORK** to perform our duties. It is through all these, our **CORE VALUES** that we can accomplish our goals and perform our duties with the highest of these values, **SAFETY**, at the forefront.

B. ORGANIZATIONAL VALUES

We value honesty and integrity.

We value responsibility, and initiative by every individual and by our organization as a whole.

We value a workforce that reflects the diversity of our community. We value respect and tolerance.

We value each individual's effort to achieve their highest potential and support continuing education and skill development throughout each employee's career.

We value future development of future leaders, leadership excellence, and performance accountability.

We value cooperation with neighboring responders so that great service and efficiency are never

hampered by territorialism or parochialism.

We value a healthy and safe work environment.

C. FINANCIAL GOALS OF THE DISTRICTS STRATEGIC PLAN

In order to responsibly address financial needs of the district and maximize utilization of resources, we will:

- a. Develop alternative revenue sources;
- b. Develop budgets that show the expenditures needed to accomplish the strategic plan;
- c. Resolve funding shortages through a prioritization process based on district goals;
- d. Define the roles of the district Fire Chief and district administration to accomplish tasks at the most efficient level;
- e. Develop effective and understandable budget reports;
- f. Report financial information that relates to achieving district goals; and,
- g. Establish a financial management system that reflects the strategic goals of the district.

D. GUIDING PRINCIPALS

Our fiduciary responsibilities to the public regarding the trusted use of their tax dollars in all circumstances is a top priority of the North Davis Fire District. In the instance of utilizing District dollars for Tax Increment Financing (TIF), the project shall make every effort to limit the District's portion of TIF to support public infrastructure associated with the project. As a guiding statement, the District prefers that public dollars be invested in public assets. Public infrastructure *may* include: roads, side-walks, curb and gutter, parking, water, sewer, gas, power, technology framework and other components as determined to be appropriate by the District and necessary for the project.

E. CONSIDERATIONS

- a. Project preference in order of priority: 1. Industrial /Manufacturing 2. Commercial 3. Retail 4. Housing.
- b. Caps the contribution of the District's TIF to the project in current dollars.
- c. Limit's district TIF participation to 50%.
- d. Limits term participation to 10-12 years.
- e. Tax increment must trigger within two years from the time the related inter-local agreement is approved.
- f. No more than 3% of the District's TIF may be used for Administrative Fees (Utah Code: 17-C-1-409).
- g. Limits project area boundaries (survey area) to the immediate and/or short-term needs of the project (NOTE: If a broad survey area is needed for project area plan efficiencies, the District favors a phased structure. It should be anticipated the related Inter-local will be approved by individual phase).

- h. Request articulates why the proposed project will not perform without the use of the District's TIF and evaluates how likely the project would otherwise occur within a reasonable time period without participation from the District.
- i. Provides for partnerships in Public Safety when practicable.
- j. Does not create an unfair advantage for existing business and industry.
- k. If the project is producing incremental sales tax revenue, the District's portion of TIF shall be measurably less than the participating sales tax receiving entities contribution of TIF.
- l. Given the 45% property tax exemption afforded to primary residential property typically associated with housing development and the significant impact on public services, projects that include a housing component shall establish the District's portion of TIF substantially less than the entity (city or county) pursuing the project, as well as entities that have the opportunity to assess impact fees.

F. PROCESS

The North Davis Fire District Board of Trustees has created a Community Reinvestment Agency Act Sub-Committee (CRA Sub-Committee) comprised of: Board President, and additional Board members from each district participating entity, the Fire Chief and the District's Business Administrator. Projects should contact the Business Administrator or the Fire Chief to schedule an initial project review and next steps discussion with the CRA Sub-Committee. Accordingly, project consideration will generally proceed as follows:

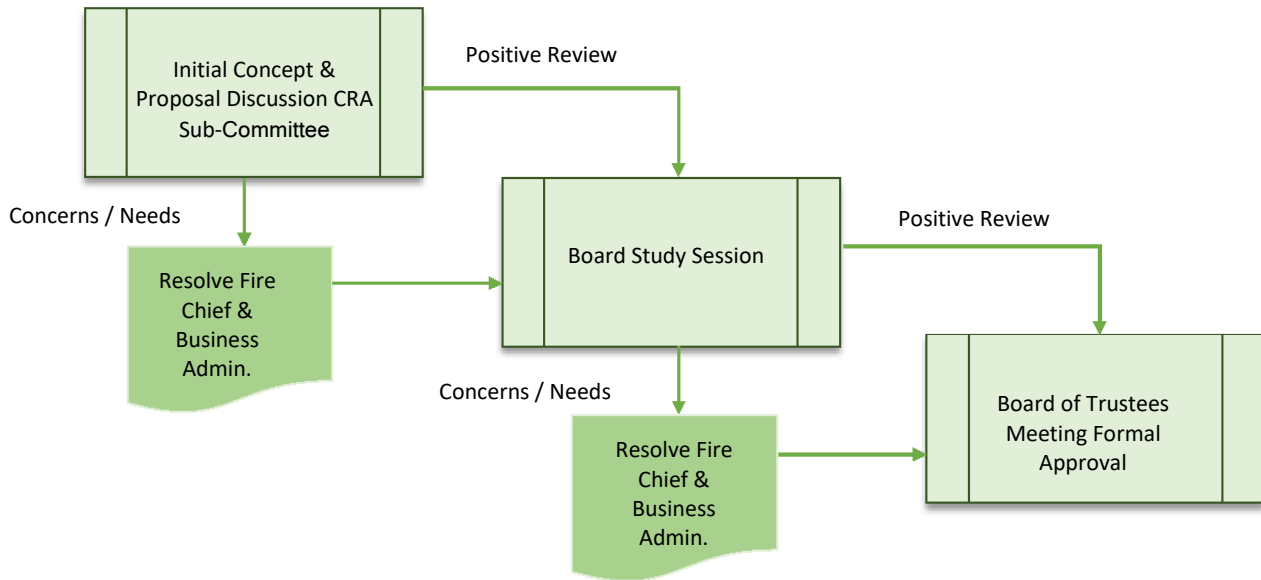


TABLE OF CONTENTS

CHAPTER 13: RECORDS ACCESS AND MANAGEMENT PROCEDURES

POLICY 13.1:	Records Access and Management Procedures
POLICY 13.2:	Compliance with State Law
POLICY 13.3:	Definitions
POLICY 13.4	Public Right to Records
POLICY 13.5	Public, Private, Controlled and Protected Records
POLICY 13.6	Privacy Rights
POLICY 13.7	Designation, Classification and Retention
POLICY 13.8	Procedures for Records Request
POLICY 13.9	Fees
POLICY 13.10	Appeal Process
POLICY 13.11	Reasonable Accommodation
POLICY 13.12	Records Amendments
POLICY 13.13	Penalties
POLICY 13.14	Records Officer
POLICY 13.15	Records Maintenance

POLICY 13.1: RECORDS ACCESS AND MANAGEMENT PROCEDURES

A. GENERAL PURPOSE

The North Davis Fire District (hereinafter sometimes referred to as the “District”) adopts this policy to establish guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records and preserve the right of privacy of personal data collected or received by the District.

B. DISTRICT POLICY

In adopting this policy, the District recognizes the enactment of Government Records Access and Management Act by the Utah State Legislature (Sections 63A-12et seq., Utah Code Annotated, 1953) and the application of that Act to the District records. The purpose of these policies is to conform to Section 63G-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The intent of this policy is to provide modifications to the general provisions of State law, where allowed, to meet the public needs, operation, management capabilities and resources of the District.

POLICY 13.2: COMPLIANCE WITH STATE LAW

A. ADOPTION OF STATE LAW

In adopting this policy, the District recognizes the following sections of the Government Records Access and Management Act apply to the District and adopts by reference such provisions as part of this policy. Any inconsistency or conflict between this policy and the following referenced statutes shall be governed by the statute 63G General Government² Government Records Access and Management Act

Part 1: General Provisions

Part 2: Access to Records

Part 3: Classification

Part 4: Appeals

Part 5: State Records Committee

Part 6 Collection of Information and Accuracy of Records

Part 7 Applicability to Political Subdivisions: The Judiciary and the Legislature

Part 8 Remedies

Part 9 Archives and Records Service

POLICY 13.3: DEFINITIONS

A. DEFINITIONS

As used in this ordinance, the following definitions shall be applicable.

1. “Act” shall refer to the Government Records Access and Management Act, § et seq., Utah Code Annotated, 1953, as amended.
2. “District” shall refer to the North Davis Fire District.
3. “Computer software program” means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. “Software” does not include the original data or record, which is manipulated by the software.
4. “Controlled” records shall be those defined as controlled under the provisions of the Act.
5. “Data” shall refer to individual entries (for example, birth date, address, etc.) in records.
6. “Dispose” means to destroy, or render irretrievable or illegible, a record or the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing, or other records.
7. “Non-public” records shall refer to those records defined as private, controlled, or protected under the provisions of the Act.
8. “Private” records shall refer to those records classified as private under the provisions of the Act.
9. “Protected” records shall refer to those records classified as protected under the provisions of the Act.
10. “Public” records shall refer to those records, which have not been classified as non-public in accordance with the provisions of the Act.
11. “Record” means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.
12. “Record” does not mean:
 - (a) Temporary drafts or similar materials prepared for the originator’s personal use or prepared by the originator for the personal use of a person for whom he is working;

- (b) Materials that are legally owned by an individual in his private capacity;
- (c) Materials to which access is limited by the laws of copyright or patent;
- (d) Junk mail or commercial publications received by the District or by an officer or employee of the District;
- (e) Personal notes or daily calendars prepared by any District employee for personal use or the personal use of a supervisor or such notes, calendars or internal memoranda prepared for the use of an officer or agency acting in a quasi-judicial or deliberative process or pursuant to matters discussed in a meeting closed pursuant to Utah Open Meetings Act; or
- (f) Proprietary computer software programs as defined in subsection (c) above that are developed or purchased by or for the District for its own use.

POLICY 13.4: PUBLIC RIGHT TO RECORDS

A. ACCESS TO RECORDS

Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the District, of all District governmental records defined as “public” under the provisions of this Title, upon the payment of the lawful fee and pursuant to the provisions of this Title and the Act.

B. NO CREATION OF RECORDS

The District has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

C. TEMPORARY LOCATION OF RECORD

When a record is temporarily held by a custodial District agency, pursuant to that custodial agency’s statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Title. The record shall be considered a record of the District and any requests for access to such records shall be directed to the District, rather than the custodial agency, pursuant to these procedures.

D. DISTRICT TO RETAIN CUSTODY

Original documents shall not leave the custody of the District. Document inspection will occur in the conference area of the administrative office building or such other area designated by the Records Officer. Private citizens will not be allowed in the vault where original documents are maintained. The appropriate documents and/or files given to the individual will be accounted for subsequent to the individual’s inspection and prior to his/her departure from the District offices.

POLICY13.5: PUBLIC. PRIVATE. CONTROLLED AND PROTECTED RECORDS

A. PUBLIC “RECORDS” DEFINED

Public records shall be all those District records that are not private, controlled, or protected and that are not exempt from disclosure as provided in subsection 63G-2-201(3)(b) of the Act. Public records shall be made available to any person. All District records are considered public unless they are (1) expressly designated, classified, or defined otherwise by the District in accordance with policies and procedures established by this Policy, (2) are so designated, classified or defined by the Act, or (3) are made non-public by other applicable law.

B. PRIVATE “RECORDS” DEFINED

Private records shall be those District records classified as “private”, as defined in the Act (U.C.A., 1953, as amended) and as designated, classified, or defined in procedures established pursuant to this Title. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has a power of attorney or a notarized release from the subject of the record or his legal representative, or any person possessed of and serving a legislative subpoena or a court order issued by a court of competent jurisdiction.

C. CONTROLLED “RECORDS” DEFINED

Controlled records shall be those District records classified as “controlled”, as defined in the Act, (U.C.A., 1953, as amended) and as designated, classified, or defined in procedures established in this Title. Controlled records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release from the subject of the record or any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction.

D. PROTECTED “RECORDS” DEFINED

Protected records shall be those District records classified as “protected” as defined in the Act, (U.C.A., 1953, as amended) and as designated, classified or defined in procedures established in this Title. Protected records shall be made available to the person who submitted the information in the record, to a person who has power of attorney or notarized release from any persons or governmental entities whose interests are protected by the classification of the record, or to any person presenting a legislative subpoena or a court order regarding the release of the information and issued by a court of competent jurisdiction.

POLICY 13.6: PRIVACY RIGHTS

A. RIGHT OF PRIVACY

The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.

B. NOTIFICATION TO SUBJECT

The District may, as determined appropriate by the District Records Officer , notify the subject of a record that a request for access to the subject's record has been made.

C. WRITTEN RELEASE

The District may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.

POLICY 13.7: DESIGNATION, CLASSIFICATION AND RETENTION

A. CLASSIFICATION

All District records and records series, of any format, shall be designated, classified and scheduled for retention according to the provisions of the Act and this Title. Any records or record series generated in the future shall also be so designated, classified and scheduled for retention. Records designation classification and scheduling for retention shall be conducted by the Records Officer under the supervision of the District Fire Chief.

POLICY 13.8: PROCEDURES FOR RECORDS REQUEST

A. WRITTEN REQUEST

Under circumstances in which the District is not able to respond immediately to a records request, the requester shall fill out and present the District a written request on forms provided by the District. The date and time of the request shall be noted on the written request form and all time frames provided under this Title shall commence from that time and date. Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.

B. RESPONSE TO REQUEST

The District may respond to a request for a record by approving the request and providing the records, denying the request, or such other appropriate response as may be established by policies and procedures.

C. TIME FOR RESPONSE

1. In most circumstances and excepting those eventualities set out below, the District shall respond to a written request for a public record within ten business days after that request.
2. Extraordinary circumstances shall justify the District's failure to respond to a written request for a public record within ten business days and shall extend the time for response thereto to that time reasonably necessary to respond to the request, as determined by the District Records Officer. Extraordinary circumstances shall include, but not be limited to, the following:
 - a. Some other governmental entity is currently and actively using the record requested;
 - b. The record requested is for either a voluminous quantity of records or requires the District to review a large number of records or perform extensive research to locate the materials requested;
 - c. The District is currently processing either a large number of records requests or is subject to extraordinary work loads in the processing of other work;
 - d. The request involves an analysis of legal issues to determine the proper response to the request;
 - e. The request involves extensive editing to separate public data in a record from that which is not public; or
 - f. Providing the information request requires computer programming or other

format manipulation.

3. When a record request cannot be responded to within ten (10) days, the District Records Officer shall give the requester an estimate of the time required to respond to the request.

D. FAILURE TO RESPOND

The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District's denial of such a request, shall give the requester the right to appeal as provided in Section 10 of this Title.

POLICY 13.9: FEES

A. FEES

Applicable fees for the processing of information requests under this Title shall generally be set at actual cost or as otherwise established by policies adopted under this Title. The District will charge the following fees for requests relating to the Act:

1. Reviewing a record to determine whether it is subject to disclosure No charge
2. Inspection of record by requesting person No charge
3. Copy Fees 20 cents per page (for District prepared copies)
4. Computer Disk Actual cost (including overhead and time of District staff in preparation of information request)
5. Other Forms Actual cost
6. Miscellaneous Fees Actual cost

MORE SPECIFIC LANGUAGE – REFERENCE STATE STATUTE

POLICY 13.10: APPEAL PROCESS

A. NOTICE OF APPEAL

Any person aggrieved by the District's denial or claim of extraordinary circumstances may appeal the determination within thirty (30) days after notice of the District's action to the District Fire Chief by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and if petitioner desires, a short statement of the facts, reasons and legal authority for the appeal.

B. CONFIDENTIALITY

If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the District Records Officer shall send a notice of the requester's appeal to the affected person.

C. ACTION BY DISTRICT FIRE CHIEF

The District Fire Chief shall make a determination on the appeal within thirty (30) days after receipt of the appeal. During this 30 day period the District Fire Chief may schedule an informal hearing or request any additional information deemed necessary to make a determination. The District Records Officer shall send written notice to all participants providing the reasons for the District Fire Chief's determination.

D. DENIAL OF APPEAL

In addition, if the District Fire Chief affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the District's Board within thirty days at the next scheduled meeting.

E. NOTICE OF APPEAL TO BOARD

The person may file a written notice of appeal to the Board to be heard at the next scheduled meeting of the Board. If there is no meeting scheduled in the next thirty days the Board shall schedule a special meeting for the purpose of hearing the appeal. The final decision of the Board shall be by majority vote of a quorum of the Board. The Board shall prepare a written decision outlining their final determination and reasons for the final determination.

F. APPEAL TO DISTRICT COURT

If the Board affirms the denial, in whole or in part, the person may petition for judicial review in District Court as provided in §63-2-404, U.C.A., 1953.

POLICY 13.11: REASONABLE ACCOMMODATION

A. ACCOMMODATION FOR DISABLED PERSONS

Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.

POLICY 13.12: RECORDS AMENDMENTS

A. AMENDMENTS

Government records held by the District may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the District having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, both the original record and the amended or corrected record shall be retained, unless provided otherwise by the Act or other State or Federal law.

POLICY 13.13: PENALTIES

A. PENALTIES

District employees who knowingly refuse to permit access to records in accordance with the Act and this Policy, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Title or other law or regulation may be subject to criminal prosecution in accordance with the Act and disciplinary action, including termination of employment.

B. NO LIABILITY FOR DAMAGES

In accordance with the Act, neither the District nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

POLICY 13.14: RECORDS OFFICER

A. DESIGNATION

The District Secretary is appointed as District Records Officer and shall oversee and coordinate records access, management and archives activities and shall make annual reports of records services activities to the Board under the direction of the District Fire Chief.

POLICY 13.15: RECORDS MAINTENANCE

A. RECORDS MAINTENANCE PROCEDURES

Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District records safely and accurately over the long term. The District Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of District records. They shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.

B. RECORDS REMAIN DISTRICT PROPERTY

All District records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District records may not be permanently transferred from the District to any private individual or entity, including those legally disposable obsolete District records. This prohibition does not include the providing of copies of District records otherwise produced for release or distribution under this chapter.

C. CUSTODY

Custodians of any District records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or to the District Fire Chief.