

Tiverton Wastewater District Purchasing Policy

Effective Date

This policy was adopted at the regular Tiverton Wastewater District (TWWD) Board meeting on July 21, 2025. It is effective upon approval until another policy is enacted.

Background

Purchases made by Tiverton Wastewater District are subject to the regulations described in Rhode Island General Laws (RIGL) chapter 45-55: Award of Municipal Contracts. In addition, 40 U.S.C. Ch. 11, also known as the "Brooks Act" applies for architectural or engineering services. TWWD is also constrained by requirements described in individual loan, grant, and other program documents that may have more strict requirements than are described in this document. For example, there is a letter of conditions that was signed to for a USDA loan. TWWD will adhere to the appropriate guidelines that apply to each purchase.

Purchasing officer

TWWD shall appoint purchasing officers by majority vote of the Board of Directors. This will include, but is not limited to the Executive Director, one alternate staff member, and a board member or members as determined by the board.

Method of source selection

TWWD shall award contracts by the following methods, as described in RIGL 45-55. Purchasing policies are intended to mirror this law.

- (1) Small purchase procedures, pursuant to § 45-55-9.
- (2) Competitive sealed bidding, pursuant to § 45-55-5;
- (3) Competitive negotiations, pursuant to § 45-55-6;
- (4) Negotiations after unsuccessful competitive sealed bidding, pursuant to § 45-55-7.
- (5) Sole source procurement and emergency procurements, pursuant to § 45-55-8.
- (6) Qualification based selection (QBS) process for architects/engineers pursuant to § 45-55-8.1.

1 Small purchases

Small purchases are defined as under \$25,000 for construction and \$10,000 for all other purchases. This is the same value adopted by the RI Division of Purchases in January 2024. Purchases under this value are governed by regulations promulgated by the municipality according to RIGL 45-55-9. TWWD will follow the following procedures in this case:

- Seek bid prices from at least 3 vendors
- Select the lowest bid price, or alternatively the best product or service available as determined by other objective means. For example: customer support services, personnel qualifications, warranty period, etc.

- Written explanation for any selection methods other than price will be saved with other bidding information.

Purchases under \$5000.00 may be made by the discretion of the Executive Director provided that the item or service is within previously established yearly budget categories.

Purchases over \$5000.00 require prior approval from the Board of Directors.

2 Competitive sealed bidding

Contracts exceeding the amount of a small purchase threshold shall be awarded by competitive bidding. Exceptions to this requirement are explained below in sections describing competitive negotiations, sole-source purchases, emergency purchases, cancellation of the bid request, or qualifications-based selection.

For each bid solicited under competitive sealed bidding, the following conditions shall be met:

1. The invitation for bids shall state whether award will be made based on the lowest bid price or the lowest evaluated or responsive bid price. Any objective measurable criteria used in the selection shall be stated in the invitation for bids.
2. Public notice of the invitation for bids shall be given before the date stated in the notice for the opening of bids. Notice via email, TWWD.org website, and the State of RI Purchasing website should be not less than seven (7) days nor more than twenty-one (21) days before the date set for opening of the bids. If the twenty-one (21) day limitation needs to be waived, the purchasing officer shall state the reason and the number of days in writing.
3. Bids shall be opened in public at the time and place designated in the invitation for bids. Each bid, with the name of the bidder, shall be recorded and made available to the public. After the awarding of the bid, all bid documents shall be made available and open to public inspection and retained on file.
4. The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price, or lowest evaluated or responsive bid price.
5. Correction or withdrawal of bids may be allowed by the discretion of the purchasing officer.

3 Competitive negotiations

When the purchasing agent determines in writing that the use of competitive sealed bidding is not practicable, a contract may be awarded by competitive negotiation.

Adequate public notice of the request for proposals shall be the same as for competitive sealed bidding

4 Negotiations after unsuccessful competitive sealed bidding

If competitive sealed bidding results in bid prices that are higher than the funds available for the purchase, then TWWD will conduct competitive negotiations. The purchasing officer shall determine the following in writing:

- There are no additional funds available to permit an award to the lowest responsive and responsible bidder.
- Time does not permit TWWD to resolicit a competitive bid using revised specifications or quantities, under competitive sealed bidding.



Where there is more than one bidder, competitive negotiations shall be conducted with the bidders determined, in writing, to be the lowest responsive and responsible bidders to the competitive sealed bid invitation.

Competitive negotiations shall be conducted under the following restrictions:

- All bidders shall be afforded an opportunity to take part in the discussions of revision of the specifications or quantities are held with any potential bidder.
- A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible bidder.
- When after competitive sealed bidding, it is determined, in writing, that there is only one responsive and responsible bidder, a noncompetitive negotiated award may be made with that as in sole source or emergency procurement.

5 Sole source and Emergency procurements

RIGL 45-55-8 allows for noncompetitive award of contracts in the following conditions:

- A contract may be awarded for a supply, service, or construction item without competition when, under published regulations, the purchasing officer determines, in writing, that there is only one source for the required supply, service, or construction item.
- The purchasing agent may make emergency procurements when there is a threat to public health, welfare, or safety under emergency conditions. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency, and for the selection of the contractor, shall be included in the contract file.

6 Qualifications based selection (QBS) process

In October 1972, the federal government enacted Public Law 92-582, covering the selection of architects and engineers based on qualifications. This practice is generally known as a qualifications-based selection process, or QBS. The law is known as the Brooks Act. Using the procedures of the QBS process is generally a requirement for using federal or state funds.

RIGL 45-55-8.1 states that when the purchasing agent determines that the city or town needs the services of a professional architect or engineer, the purchasing agent shall follow the qualification-based selection process for the procurement of architectural and engineering consulting services

Several resource documents that describe the QBS process in detail. TWWD will use: Qualifications-Based Selection A Guide Including Model Local Government Policy and Procedures for Selecting Architects, Engineers and Land Surveyors” July 2000. Illinois Design Professions Associations.

1. The owner identifies the general scope of work, and the projected time frame is established.
2. Public notice is given to professional firms.
3. A Selection Committee is appointed.
4. Statements of Qualifications are requested and received from interested firms.
5. After evaluation, a shortlist of firms is established.



6. A tour of the site and interviews may be arranged for short-listed firms.
7. Three firms are ranked in order of qualifications.
8. All firms involved receive post-selection communications.
9. Negotiations are conducted relative to actual scope, services, fee payment schedule and contract. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations are terminated and the owner enters negotiations with the second-ranked firm, and so on down the line, until agreement is reached and a firm is selected.
10. A contract for the scope of work is executed.
11. All firms involved receive post-selection communications.

Definitions

The definitions in this section are from RIGL 45-55-4 and are reproduced for convenience.

The words defined in this section have the following meanings whenever they appear in this chapter, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section, group of sections or provision.

(1) “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.

(2) “Change order” means a written order signed by the purchasing agent, or contractor directing or allowing the contractor to make changes which the changes clause of the contract authorizes the purchasing agent or contractor to order without the consent of the contractor or purchasing agent.

(3) “Construction” means the process of building, altering, repairing, improving, or demolishing any public structures or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance or repair of existing structures, buildings, or real property performed by salaried employees of the municipality in the usual course of their job.

(4) “Contract” means all types of agreements, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item. It includes awards; contracts of a fixed-price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders; leases; letter contracts, purchase orders, and construction management contracts. It also includes supplemental agreements with respect to any of the preceding. “Contract” does not include labor contracts with employees of the municipality.

(5) “Contract modification” means any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract. It includes bilateral actions, as supplemental agreements, and unilateral actions, as change orders, administrative changes, notices of termination, and notices of the exercise of a contract option.

(6) “Contractor” means any person having a contract with a municipality.

(8) “Data” means recorded information, regardless of form or characteristic.

(8) “Designee” means a duly authorized representative of a person holding a superior position.

(9) “Employee” means an individual drawing a salary from a municipality, whether elected or not, and any nonsalaried individual performing personal services for any municipality.



- (10) "May" means permissive.
- (11) "Municipality" means the individual cities and towns of the state of Rhode Island.
- (12) "Negotiation" means contracting by either of the methods described in §§ 45-55-6 , 45-55-7 , and 45-55-8 .
- (13) "Person" means any business, individual, organization, or group of individuals.
- (14) "Procurement" means the purchasing, buying, renting, leasing, or otherwise obtaining of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (15) "Purchasing officer" means the person designated in each municipality or quasi-public agency pursuant to section 45-55-3.
- (16) "Regulations" means rules and regulations adopted by the individual cities or towns, concerning the implementation of the provisions of this chapter.
- (17) "Services" means the rendering, by a contractor, of its time and effort rather than the furnishing of a specific end product, other than reports which are merely incidental to the required performance of services. "Services" does not include labor contracts with employees of governmental agencies.
- (18) "Shall" means imperative.
- (19) "Supplemental agreement" means any contract modification which is accomplished by the mutual action of the parties.
- (20) "Supplies" means all property, including, but not limited, to leases of real property, printing and insurance, except land or permanent interest in land.

Cancellation Policy

The purchasing officer reserves the right not to go forward with the proposed contract at any time.