

SECTION 7: ACQUISITION PROCEDURES

SUBJECT: EMERGENCY PURCHASES Procedure #7.3.11

POLICY:Emergency purchases are those made in response to unforeseen circumstances beyond the University of Washington’s control that present a real, immediate and extreme threat to the proper performance of essential functions or which may reasonably be expected to result in a material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

Emergency purchases are exempt from competition. A purchase is not a reportable emergency purchase if the purchase is made against an existing contract. If the emergency purchase greater than \$10,000 is funded 50% or more by state appropriated funds¹, the contract and an emergency purchase justification must be filed with DES and the contract (or instructions for obtaining a copy of the contract) must be posted on a University website.

PROCEDURE:

An emergency is defined by RCW 39.26.130 as: “a set of unforeseen circumstances beyond the control of the agency that either:

- (a) Present a real, immediate, and extreme threat to the proper performance of essential functions; or
- (b) May reasonably be expected to result in material loss or damage to property, bodily injury, or loss of life, if immediate action is not taken.

In the event of a statutory “emergency,” the University may make purchases at any dollar amount without seeking competition in order to prevent or mitigate the effects of the emergency.

If an emergency purchase larger than \$10,000 and not against a contract is made using 50% or more state appropriated funds, the Department of Enterprise Services (DES) requires that the following steps be taken to report the purchase:²

- 1) Within three days of initiating the emergency procurement, report the purchase using the DES Sole Source Contract Database (SSCD).³ The report must provide the following information⁴:
 - a. Overview of the emergency;
 - b. Description of the threat to life, property or essential state functions if immediate action is not taken, including an estimate of the damage;
 - c. Description of how the contractor eliminated or reduced the severity of the emergency, including a description of the potential consequences if emergency action had not been taken;

¹This is the same rule for filing sole source contracts in the SSCD and posting the sole source contract on a University website, see Policy 7.4.7.

² See generally, DES Policy 130-00.

³ This satisfies the requirement of RCW 39.26.130 that all contracts be reported to the director of DES

⁴ See page 4 for DES template

- d. Justification for contractor selection, including qualifications and experience;
 - e. Costs, fees or rates for the purchase; and
 - f. An uploaded copy of an Emergency Memo signed by the Director of Procurement Services
 - i. Emergency Memo⁵ should describe:
 - 1. The goods/services purchased;
 - 2. The emergency;
 - 3. The circumstances leading up to the emergency; and
 - 4. Why an emergency purchase was required
- 2) Within three days of beginning work or executing the emergency contract (whichever is earlier), post the contract or a summary of the contract and instructions for obtaining a copy of the contract on a University of Washington website.

DES does not approve emergency contracts. The procurement may be completed and work may begin without DES action.

⁵ See page 5 for DES template.

Emergency CONTRACT Filing Justification Template

Use the following optional justification template for preparing to file emergency contracts in the Sole Source Contracts Database (SSCD). Once completed, copy and paste the answers into the corresponding SSCD question and answer fields.

What is an emergency contract?

Emergency contracts are awarded to resolve an emergency situation. An “emergency” means a set of unforeseen circumstances beyond the control of the agency that either presents a real, immediate threat to the proper performance of essential state functions or that may result in material loss or damage to property, bodily injury, or loss of life, if immediate action is not taken.

Examples of emergency contracts include the following situations when they are extremely critical and time sensitive:

- *Post-earthquake assessments and evaluations*
- *Fire damage consultation*
- *Personnel investigations*

Providing compelling answers to the following questions will facilitate the evaluation.

Nature of Emergency

- Explain the nature of the emergency and the relevant circumstances associated with the emergency.

Health or Safety Threat

- Describe the threat to the health or safety of individuals, property, or essential state functions, if immediate action is not taken. Provide an estimate of the potential material loss or damage.
- Explain how the goods and/or services of the contractor will alleviate or eliminate the emergency. Describe what the probable consequences would have been if the emergency action had not been taken and the risks associated with inaction.

Contractor’s Qualifications

- Describe the contractor's qualifications, experience, and background to provide the emergency goods and/or services and the basis on which this contractor was selected over other qualified firms.

Reasonableness of Costs

- Explain how the agency concluded that the costs negotiated are fair and reasonable, since competition was not conducted.

TO: Director of Washington State Department of Enterprise Services
FROM: [AGENCY HEAD NAME AND TITLE]
DATE: [CURRENT DATE]
SUBJECT: NOTICE OF EMERGENCY PURCHASE

This memo is to give you notice that [AGENCY NAME] has made an Emergency Purchase. The purchase was for [DESCRIBE THE GOOD AND OR SERVICE THAT WAS PURCHASED].

[DESCRIBE THE EMERGENCY HERE]

[DESCRIBE THE CIRCUMSTANCES LEADING UP TO THE EMERGENCY HERE]

[EXPLAIN WHY THE CIRCUMSTANCES REQUIRED AN EMERGENCY PURCHASE HERE]

[Note: Emergency contracts must be submitted to the Department of Enterprise Services and made available for public inspection within three working days following the commencement of work or execution of the contract, whichever occurs first.]