



Stanislaus County General
Services Agency

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**STANISLAUS COUNTY
GENERAL SERVICES AGENCY
PURCHASING DIVISION**

POLICIES AND PROCEDURES

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STANISLAUS COUNTY

PURCHASING DIVISION

S E C T I O N I

INTRODUCTION

The procedures contained in this manual are designed to implement the fundamental principles of procurement, as follows: (1) foster maximum open and free competition for County purchases and contracts; (2) promote the greatest economy and efficiency in County procurements; (3) ensure adherence to proper standards of conduct by County officers and employees; (4) maintain procurement policies and procedures that guarantee compliance with applicable local, state, and federal laws and regulations; (5) establish and maintain a professional, business-like, ethical relationship with all contractors; (6) treat all prospective contractors, consultants, and vendors in an equal and equitable manner; and (7) provide opportunities for remedy and resolution of contract claims or disputes.

It is the responsibility of Purchasing to coordinate, monitor, and record all phases of County procurements of supplies, equipment, materials, services, and Public Works projects under \$100,000, excluding purchasing card procurements. Purchasing is also responsible for the sale of County surplus personal property, and the leasing of real and personal property.

In the course of performing its responsibilities, Purchasing is guided by certain policy objectives, broadly stated as follows:

- A. Conserving public funds through reduction in cost and improvement in the quality of supplies, equipment, materials, services and construction projects, and reducing the overhead cost of contracting, buying, leasing, renting, and selling.
- B. Analyzing alternative approaches for each procurement, such as direct purchasing, time sharing, leasing, intergovernmental/interagency agreements (cooperative purchasing).
- C. Structuring each procurement through consolidation of similar products and separation of dissimilar ones.
- D. Eliminating purchase of unnecessary or duplicate items and services.
- E. Encouraging price and quality competition among suppliers, vendors, contractors, and consultants.
- F. Reducing volume, streamlining the flow of paperwork and simultaneously maintaining accurate documentation of procurement transactions.

- G. Utilizing competent technical expertise where needed in the initiation and administration of procurements and contracts.
- H. Performing all duties and responsibilities in compliance with local, state and federal law, and consistent with applicable standards of conduct and ethics.
- I. Requiring that vendors present acceptable documentation evidencing the quality of the product and the accuracy of representations relative to the product.
- J. Following the procedures outlined in this Manual, with the aim of furthering the goals and objectives that underlie such procedures.

SECTION II

ORDINANCE CODE OF STANISLAUS COUNTY

The following applicable policies are contained in the Stanislaus County Ordinance Code, Title 2, Chapters 2.24:

2.24.010 Office Established

Pursuant to the provisions of Sections 25500, et seq., of the government Code of the state, the office of purchasing agent is established.

2.24.020 Duties Generally

The purchasing agent shall have the duties and powers prescribed by laws of the state relating to county purchasing agents, the provisions of this chapter and the resolutions of the board of supervisors. He shall be the head of the purchasing department of the county and shall appoint such deputies, assistants and other employees therein as shall from time to time be authorized therefore in this title. He shall furnish the board of supervisors with such reports and information as the board may from time to time require and shall establish methods and procedures necessary for the proper functioning of the purchasing department in an efficient and economical manner.

2.24.030 Purchasing Duties

Subject to the general direction of the chief administrative officer, the purchasing agent shall:

- A. Purchase for the county and its offices all materials, supplies, furnishings, equipment, livestock and other personal property of whatever kind and nature, and except in cases of emergency as provided in this chapter, no purchase of personal property by any person other than the purchasing agent shall be binding upon the county or constitute a lawful charge against any county funds;
- B. Rent for the county and its offices, furnishings, equipment and livestock, excepting however, road equipment which the road commissioner is authorized by law to rent;
- C. Negotiate and execute in the name of the county all equipment service contracts and lease purchase agreements of personal property;
- D. Negotiate and execute in the name of the county as lessee all rentals of real property which the county may require;
- E. Sell any personal property belonging to the county as provided in Section 2.24.065;

- F. Engage independent contractors to perform services for the county and the offices thereof with or without the furnishing of material where the aggregate cost does not exceed the limitation prescribed by the laws of the state. Provided, however, this shall not apply to contracts to do work upon the public roads of the county, contracts to print legal briefs or legal notices, contracts for reporters' services or transcripts, contracts for election, supplies, contracts for expert services to be rendered the offices of the district attorney, county counsel or sheriff, contracts for appraisers' services, contracts for consultants and other experts employed directly by the board of supervisors, or contracts for other services which by law some other officer or body is specifically charged with obtaining;
- G. Engage independent contractors to construct, repair, or furnish any building or structure enumerated in Section 25450 of the Government Code of the state and Section 20121 of the Public Contract Code when the estimated cost does not exceed that limitation prescribed by the laws of the state;
- H. When specifically authorized by law, purchase for the superintendent of schools or other public officer or agency personal property;
- I. When specifically authorized by law, sell or dispose of personal property of any special district and pay the proceeds thereof into the treasury of the district, or if an exchange or trade is made, return the proceeds to the special district;
- J. Perform such other services as the board of supervisors may from time to time by resolution require.

2.24.040 Emergency Purchases

Emergency purchases may be made by any person or official authorized to sign requisitions when the purchasing agent or any of his assistants in the purchasing department authorized to make purchases is not immediately available and the item or items so purchased are immediately necessary for the continued operation of the office or department involved or are immediately necessary for the preservation of life or property. Such emergency purchases shall be subsequently approved and confirmed by the purchasing agent, or if he refuses such confirmation, the board of supervisors may subsequently approve and confirm such purchase by a four-fifths vote of the entire board. Unless such purchases are so approved and confirmed by either the purchasing agent or the board of supervisors, the costs thereof shall not constitute a legal charge against the county.

2.24.050 Requisition Procedure

Except as to purchases from the petty cash fund of the purchasing agent, established pursuant to Title 3, Division 3, Chapter 2, Article 2 of the Government Code of California, all purchases, rentals, and contracts shall be made only upon properly written requisitions, the forms of which shall be supplied by the purchasing agent to the several offices of the

county. No purchase order shall be issued until the county auditor shall have certified that sufficient money is available in the proper budgeted fund of the department to pay for the purchase. The head of any county office, department or institution or his duly designated assistant is authorized to draw requisitions for purchases for such office, department, or institution in accordance with current budget accounts. Such head may delegate such authority to one or more of his deputies, assistants, or employees within the department by filing a written authorization therefore with the purchasing agent and the auditor.

2.24.060 Bidding Not Required

Except as otherwise provided by ordinance or general law, the purchasing agent may, without notice, advertisement, or the securing of competitive bids or quotations, make any purchase of personal property, or do any other thing which he is authorized to do in this chapter; provided, however, that in the event he purchases any individual item (as distinct from the total contract) costing more than Five Thousand Dollars (\$5,000) without securing competitive bids or quotations, thereon, he shall report such action to the board of supervisors with his reasons therefore; and provided further, that if he does call for competitive bids or quotations and accepts any bid or quotation which complies with all terms, conditions, and specifications, other than the lowest upon any individual item costing more than Five Hundred Dollars (\$500), he shall likewise report such fact to the board of supervisors.

2.24.065 Sale of Personal Property

The purchasing agent is authorized to sell, trade, trade-in, lease, exchange, or otherwise dispose of any personal property belonging to the county which is deemed to be surplus and not required for public use by the county and which has a value of less than One Thousand Dollars (\$1,000) per individual item without prior approval by the board of supervisors. Notwithstanding any other provision of this code such disposition of surplus property may be made without securing bids or advertising. For disposition of personal property exceeding One Thousand Dollars (\$1,000) per individual item, prior approval of the board of supervisors must be obtained. All proceeds from such sales shall be paid into the county treasury for the use of the county.

2.24.070 Surplus Property Sale - Notice

Notices of sales of surplus personal property shall be posted for not less than five business days proceeding the day of sale in the county office buildings and in the office of the purchasing agent and in such other public place within the county as the purchasing agent may deem advisable.

2.24.080 Surplus Property Sale - Advertising

In the disposition of any surplus personal property and upon approval of the board of supervisors, the purchasing agent may purchase advertising space and may advertise the proposed sale or other disposition of the personal property in such newspapers,

magazines and other periodicals as in his judgment will best publicize the proposed sale or other disposition to those persons most likely to bid for or purchase the personal property. Within the limitation of the order of the board of supervisors approving the advertising, the purchasing agent shall decide upon the amount, nature, makeup, and content of the advertising.

2.24.090 Surplus Property - Transfer to Another Department

Whenever any item of personal property is no longer needed by the office, department or institution in possession thereof, such fact shall be reported to the purchasing agent. Such personal property shall be maintained under the supervision of the purchasing agent, and whenever any office, department or institution is in need of an article which has been designated as purchasing agent's salvage, or has requisitioned the purchase of a similar article, the purchasing agent may upon a properly drawn request for transfer or requisition, transfer the article to such department.

2.24.110 Standards Committee

The purchasing agent may organize standards committees as needed to establish standards with respect to the type, design, quality, or brand of a certain article or group of related articles or services purchased by the county. The membership of the committee shall be the purchasing agent who shall be chairman, the chief administrative officer and the heads of each county office, department, or institution that is a primary user of the item or group of items for which the committee is appointed. Any member of the committee may act through a representative appointed by him.

2.24.120 Preference for Domestic Manufacture

In making purchases of personal property or entering into contracts involving the furnishing of products or materials, the purchasing agent shall comply with Chapter 4, Division 5, Title 1 of the Government Code with respect to American-made and California-made materials.

When the price and quality of the products or materials offered are equal, preference shall be given to county products.

2.24.130 Credit Cards

Credit cards may be used to procure goods and services for official County business. County Credit Card Policy and County Travel Policy govern credit card use.

Note: These cards may be used to procure goods and services costing less than \$5,000 including taxes, shipping, etc. for official County business. The County Purchasing Card Policy, which is administered by the Auditor-Controller, encourages employees to obtain competitive quotes. It also requires employees to check with Purchasing for any existing contracts before making purchases.

SECTION III

ETHICS

A. EMPLOYEE PURCHASES

In no instance shall the County purchasing agent or staff become involved with making purchases not related to County business or of a personal nature for any person, employee, or otherwise. Buyers and other employees shall avoid personal purchases from County vendors which may in any way affect the County's business relationship with that vendor.

B. STANISLAUS COUNTY CODE OF ETHICS

1. Policy Statement

The Board of Supervisors and all County employees including elected officials, classified personnel, and unclassified personnel should:

- a. Never provide special favors or privileges or accept favors or benefits under circumstances which may be construed by reasonable persons as influencing the performance of one's governmental duties.
- b. Make no private promises of any kind which conflict with one's public duty and responsibilities.
- c. Engage in no business activity which is inconsistent with the conscientious performance of one's governmental duties.
- d. Never use any confidential information received in the performance of one's governmental duties for private profit or personal benefit.
- e. Never engage in outside activities that are incompatible with the objective performance of their duties or delivery of governmental service.
- f. Treat all individuals encountered in the performance of one's duties in a respectful, courteous, and professional manner.
- g. Promote only decisions that benefit the public interest.
- h. Conduct and perform job duties diligently and promptly.
- i. Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.
- j. Promote the public interest through a responsive application of public duties.
- k. Demonstrate the highest standards of personal integrity, truthfulness, and honesty in all public activities.
- l. Uphold these principles being ever conscious that public office is a public trust.

(Adopted by the Board of Supervisors October 22, 1991.)

C. STANISLAUS COUNTY'S GIFT POLICY

1. Acceptance of Gifts and Other Tokens of Appreciation by County Employees

California Penal Code Section 70 makes it a misdemeanor for any public employee or officer to receive any gratuity or reward or promise thereof for doing an official act. California Government Code Section 87300 and the County Personnel Policies Manual, page 54, set forth provisions by which every County department establishes a conflict of interest code. This code designates certain County employees occupying decision-making positions who must annually report gifts received if valued at \$50 or more. An important rule to keep in mind is, when there are questions, seek advice, and, when in doubt, do not accept the gift and/or provide full disclosure as appropriate.

The following guidelines describe Stanislaus County policy regarding acceptance of gifts and other tokens of appreciation by County employees or agents of the County not formally designated in their department's conflict of interest code. These guidelines set forth the acceptable courses of action to take when such gifts are received from members of the public. Gift-giving between and/or among County employees is regarded as acceptable and not a topic of concern in this document.

Note: "County employee" is defined as a person officially occupying a position with the County. This includes all probationary, permanent, full-time, or part-time employees or extra-help employees and others who are considered "agents" of the County as defined by contract between the individual and the County.

- a. **Basic Tenet: Avoid any appearance of impropriety and any act which appears improper even though it may not be illegal, i.e., neither seek nor accept directly or indirectly favor for performing duties as an employee.**
 1. Do not discriminate in the provision of services to the public. This means not receiving gifts or other tokens of appreciation in connection with services rendered in the performance of duties for which they are already paid and not bestowing special favors upon any member of the public in return for gifts or gratuities.
 2. Do not solicit any gift or accept or receive any gift whether it be money, services, loan, travel, entertainment, hospitality, promises, or any other form under circumstances where it can be reasonably inferred or expected that the gift was intended to influence in the performance of official duties or the gift is intended to serve as a reward for official action on the part of the employee.
 3. Do not receive economic advantage or discount not available to all County employees. Examples of these occurrences include but are not limited to free or reduced admission to places of amusement or sporting events.

b. **Basic Tenet: Recognize the problem in advance; intervene immediately.**
Recognizing that on some occasions, especially at Christmas or other holiday times, gifts such as candy, fruit, plants, or other tokens of appreciation are given to employees or departments, the purpose of this document is to standardize County employee behavior when such gifts are received. Responsibility for implementation of the guidelines herein lies at the department level.

c. **Basic Tenet: When the cumulative value of gifts received is \$50 or more, reporting is required under the Fair Political Practices Commission's rules and regulations.**

Gifts of \$50 or greater individual retail value (or, if several smaller gifts, \$50 cumulative value) must be reported on an annual basis following the provisions set forth in the conflict of interest code.

d. **Basic Tenet: Use the departmental chain of command to remove any appearance of impropriety.**

If, during the course of his/her official duties, a County employee receives a gift directed personally to him/her or to his/her department, he/she is obligated to report receipt of the gift to the immediate supervisor. When in doubt about the acceptability of a particular gift, the employee should advise his/her immediate supervisor of the situation and allow the supervisor to make the appropriate decision using a standard of reasonable care and judgment.

It is Stanislaus County policy that, with the exception of alcoholic beverages, if a gift such as candy is opened and made available for all department employees to share, the action is acceptable. If the same gift, however, is taken home for an employee's singular benefit, the action is unacceptable. If the item is alcoholic in nature, nonperishable, or impossible to divide among employees for some reason, the recommended course of action, at the discretion of the department head, is to donate the item to a local charity or return the gift to the donor with a note of thanks. In this manner, no one employee benefits from receipt of the gift.

e. **Basic Tenet: Be courteous; explain the gift policy in positive terms if asked.**

If members of the public bestow gifts upon County employees or inquire about the County's policy as to acceptance of such gifts, be courteous in your explanation of the policy. If a gift is deemed by a department head to be unacceptable and, therefore, returned to the giver, the accompanying note of thanks should be brief, concise, and polite so as not to offend the giver or create a negative impression of County employees.

(Adopted by the Board of Supervisors October 22, 1991)

SECTION IV

PROCUREMENT PROCESS

A. PROCUREMENT PROCESS OVERVIEW

1. This section is intended to give an overview of the functions and procedures involved in the County's procurement process. A more detailed explanation of these functions and procedures is contained in subsequent portions of this Manual.
2. The purchasing process begins with the completion of an electronic requisition (Oracle Financial Management System) by the requestor. The requestor indicates what is needed, including the desired quantity and quality. The description of the item or service needed should be as clear as possible, and sufficiently detailed to avoid confusion and provide assistance to Purchasing in obtaining the required item or service. Recommended sources for all items should also be indicated. Additionally, sources which have demonstrated poor performance of delivery or inferior quality of products/service, etc., in the past should also be identified accordingly with the proper documentation.
3. Upon receipt of the Requisition/Store Issue, Purchasing will review it for completeness. The requestor may be called if there are questions. Depending upon the type of material, equipment, or service requested, the urgency of the need, and the cost involved, any of several courses of action will be taken. When total purchase price is under \$5,000 per individual line item, no bids are required. Routine requirements costing less than \$5,000 should be processed within five (5) to seven (7) working days. Requirements exceeding \$5,000 will typically be processed within twenty-one (21) days depending upon the urgency of need and the purchasing process utilized. Fixed assets must be competitively bid or quoted, except as approved by the Purchasing Agent and the Chief Executive Officer (C.E.O.). For items costing more than \$5,000, Purchasing must obtain several verbal or written price quotes from supplier/s. Order shall be placed with the supplier with the most responsive and responsible offer. More expensive and complex purchases may be handled in writing, with a Request For Quotation (RFQ), Invitation For Bid (IFB) or Request For Proposal (RFP), being sent to prospective bidders. Timely bids will be evaluated and the lowest responsive and responsible bidder will be awarded the Purchase Order/Contract. In the case of the Request For Proposal (RFP) form of solicitation, award will be made to the most qualified proposer who provides the most cost-effective solution to the County's needs. The award may not necessarily always be made to the lowest proposer. However, when the lowest proposal is not selected, non-selection shall be based on written data that shows that the lowest bidder was not the most responsive and responsible bidder. Such bidders shall be afforded the right to appeal their non-selection pursuant to the appeal provisions outlined in this Manual.

4. Where bid bonds, performance bonds, and delivery or performance shall be required over a period of time, or for costly materials or service, the procurement process requires the most lead time. It involves preparation of an Invitation For Bid (IFB) complete with specifications, general provisions, special provisions, and in some instances bond forms, legal statements, affidavit, and other pertinent paperwork. The bidder completes the required information and returns it in a sealed envelope for public opening by Purchasing at a specified date, time, and place. The outcome of this bidding is summarized in a bid abstract and is available to the requestor for review. When the lowest responsible bid is approved, Purchasing, may execute a contract or purchase order and both parties are required to uphold its provisions. Requesting departments are advised that procurement obtained through the more complex bid process requires a minimum lead-time to Purchasing of at least thirty (30) days.

B. GOALS AND OBJECTIVES

The primary objective of Purchasing is the timely and economical procurement of equipment, materials, supplies, services, required real and personal property to support all operations of Stanislaus County. To achieve this objective, Purchasing has established goals to:

1. Assist using departments in locating new product information, evaluating those products, and assist using departments in developing standardized specifications where practical;
2. Procure, in a timely manner, goods and services to fulfill the needs of all County departments;
3. Utilize the benefits of competitive bidding to achieve the best value for the County;
4. Seek out new sources of supply from which to broaden the competitive bidding base and to permit the input of new products and technology;
5. Encourage local, disadvantaged business enterprises, and MBE, to participate in all aspects of purchasing and contracting to the maximum extent possible;
6. Keep informed and up to date on products current and new in order to meet departments' needs;
7. Develop sound vendor relationships;
8. Increase awareness of and participation in the County's purchasing activity by all businesses, including small, minority, and women owned businesses.

C. GENERAL GUIDELINES

To achieve a responsible procurement operation, Purchasing is guided by and is responsible for upholding the following:

1. Carrying out all purchasing activities in accordance with the policies and regulations as set forth in the statutes of the State of California, the Stanislaus County Ordinance Code and in this Manual;
2. Conducting and concluding all procurement actions upon receipt of a requisition approved by an authorized department employee. By approval of a requisition, the requestor certifies that funds have been approved and are available for the requested purchase;
3. Directing and coordinating vendor contact, and/or assisting departmental representatives engaged in the procurement process with the vendor contact process. Purchasing shall also provide technical consultation for user and vendor representatives in obtaining information on new developments, vendor capability, and other matters concerning requisitions or purchase transactions. The Purchasing Agent or authorized representative shall authorize or shall be informed of such consultations, as needed;
4. Analyzing all purchase requests so that those requests which appear to be excessive, unnecessary, uneconomical or otherwise inappropriate may be returned to the appropriate department for additional justification. Additionally, employees using County procurement procedures shall be governed by the following:
5. Unless otherwise provided, the County shall not be bound by any purchase made by any County employee, consultant, or contractor other than the Purchasing Agent or designated Purchasing staff.
6. Employees shall take necessary precautions to avoid compromising themselves or the County when coming into contact with persons or firms doing business with the County. Employees should be aware of the existence of laws and regulations pertaining to such contacts and relationships, by referencing the County's Personnel Regulations and/or applicable County Ordinance or State statutes.

D. SOLE SOURCE PROCUREMENTS

1. Summary

A sole source procurement is one that can be made from only one source of supply or a procurement for which no competitive advantage can be gained through competitive bidding. Such procurements often arise where the specifications and requirements for the items or services to be procured are so unusual or distinct as

to narrow possible sources down to one. This may be the case, for example, with replacement parts for brand name machinery, equipment, or vehicles. The sole source must be the only known source of supply with the capability of meeting the bona fide specification requirements. A sole source decision is not permitted merely upon the grounds that such approach is the most convenient, or that the subject product (1) demonstrates technical or administrative superiority or (2) is preferred by staff.

Procedures

a. Initiating the Sole Source Purchase

The requesting department desiring to request supplies, equipment, materials, or services for which there is only one available source of supply shall initiate such procurement by completing an electronic requisition and a Justification for Sole Source/Sole Brand (Exhibit 1), which shall be approved by the head of the requesting department or authorized designee. The head of the requesting department or authorized designee will approve the sole source status of the procurement only after confirmation that staff has verified that there is only one vendor or supplier of the items or services in question. The completed forms shall be sent to Purchasing.

b. Verification of Sole Source

Prior to any Purchasing action on the procurement, the Purchasing Agent, or authorized designee, shall verify that the procurement meets the sole source definition set forth above and that the requisition is complete with the proper approval of the requesting department or authorized designee.

c. Cost Analysis

The Purchasing Agent, or authorized designee, shall obtain a price for the proposed procurement from the sole source. Unless the reasonableness of the price can be established on the basis of a catalog or market price for a similar commercial product sold in substantial quantities to the general public, or on the basis of prices set by law or regulation, a cost analysis shall be conducted. A cost analysis is a detailed evaluation of the cost elements that comprise the proposed price to determine whether the contractor is applying sound management and appropriate resources to the procurement and whether the costs are proper, allowable, and allocable.

(1) Method of Analysis

(a) The verification of cost data;

(b) The evaluation of specific cost elements; including labor hours, quantities, tooling, testing, etc.

(c) The projection of the cost data to determine its effect on prices.

- (2) Factors to Consider In order to form a judgment as to whether the price offered is reasonable, the following factors are to be considered:
- (a) The necessity for certain costs;
 - (b) The reasonableness of amounts estimated for necessary costs;
 - (c) The basis for allocating overhead costs;
 - (d) Allowances for contingencies; and
 - (e) The appropriateness of allocations of particular overhead costs to the contract.

A cost analysis involves the following steps:

E. FIXED ASSETS

Unless specifically exempted by the Purchasing Agent and the Chief Executive Officer, all fixed assets shall be competitively bid. The procurement process will be used to ensure that at least three (3) vendors are polled for the desired commodity. In the event the fixed asset is only available from one vendor, the requesting department will be responsible for completing a requisition and the sole source documentation.

SECTION V

CONTRACTS AND APPROVALS

A. Types of contracts and signature approvals required

1. Independent Contractor Services

An independent contractor is “one who provides services, exercises an independent employment or occupation, and represents his employer only as to the results of his work, and not as to the means whereby it is to be accomplished. The chief consideration which determines one to be an independent contractor is the fact that the County has no right of control as to the mode of doing the work contracted for. Examples of independent contractors include janitorial services², public works projects³, and security services.

2. Professional Services

The Board of Supervisors may contract for special services on behalf of the following public entities: the County, any County officer or department, or any district or court in the county. These contracts must be with persons specially trained, and experienced, to perform the special services. The special services shall be in financial, economic, accounting (including the preparation and issuance of payroll checks or warrants), engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, and laundry or linen services. In addition, these services shall consist of services, advice, education, or training for the county and its employees.

Persons hired under these contracts must have special skills. They are independent contractors for purposes of right of control, taxes, Medicare, benefits, etc. The County does not have to go through the public bidding laws to procure such services.

3. Technology Services

1

This contract is similar to a Professional Services Contract to obtain services of specially trained persons to address computer programming services, Internet and other computer technology needs of the County.

4. Personal Services

Personal services contracts are those that do not fit into the above categories. The main factor that distinguishes personal services contracts is that the County retains the right and ability to direct the work of the contractor. Unless otherwise provided, the County supplies the equipment necessary to complete the task (e.g. computer desk,

books, and supplies). The County can determine when and where work will be done, and the contractor is considered a contract employee for state, federal taxes and Workers' Compensation purposes. Examples are counseling services and various medical services.

Legend:

1. Authority Government Code Section 25502.5
2. Contracts for maintenance or janitorial services requires a finding be made by the Board of Supervisors that the site is remote from available County employee resources and that it is economically advantageous to contract rather than pay additional travel and subsistence expenses. (Government Code, 31000)
3. Projects \$25,000 or greater require competitive bidding (Public Contract Code, 20150.12), and plans and specifications must be approved by the Board (Public Code, 20124, 20150.12)

Notes: 1. All Independent Contractor Services, Professional Services, and Technology Services Contracts under \$100,000 require signature approval from the department head (or designee), County Counsel, contractor and the Purchasing Agent. The Purchasing Agent will not be required to sign contracts if the departments request approval to sign the contracts directly from the Board. For contracts over \$100,000, the same signatures noted above are required, except that the Board or designee shall sign the contracts in lieu of the Purchasing Agent. The Board may authorize the Purchasing Agent as its designee to sign contracts over \$100,000.

2. On Personal Services Contracts, the Board of Supervisors provides for departments to approve contracts at any dollar limit provided the services are approved in the budget or through a Board agenda item. Signature approvals are required from the Chief Executive Office, (or designee), County Counsel and Contractor.

B. Service Purchase Orders in Lieu of Contracts

1. Customers wishing to use this process should be aware of a number of issues relating to scope of work and certain procedural steps. The requested services should not exceed \$25,000. Examples of services include, but are not limited to, the following: repairs to heating, ventilation, and air conditioning systems, consultant work, on-site training, and maintenance or repair projects. Customers wishing to use this format should be familiar with the following procedural steps to facilitate this process:

- a. Departments would submit an electronic requisition with all appropriate funding information to the Purchasing Division, along with **all related backup and supporting documents, including all quotations.**

- b. If the requisition qualifies for processing under this new system as determined by the Buyer, the Buyer will then issue a signed purchase order to the selected service provider requesting the particular service.
- c. The Buyer will then attach the 4-page standard Terms and Conditions to the Service Purchase Order.
- d. The Buyer will afterwards verify receipt of all necessary certificates of insurance prior to commencement of any work.

2. During the processing of the Service Purchase Order, the customer and Buyer will make sure the following criteria are addressed:

- a. If required, a performance Bond will be submitted by the contractor.
- b. The Buyer will attach the **ADDENDUM TO AGREEMENT (Public Works of Improvement)** terms and conditions for all Public Works Projects to the Service/Purchase Order.

SECTION VI

BIDS AND CONTRACTS

A. BIDS AND CONTRACTS

1. Vendor Relations

It is essential that a professional and businesslike relationship of mutual trust and confidence exist between the County and its suppliers. The primary responsibility for establishing this relationship for the County rests with the Purchasing Agent.

This section is intended to summarize the basic County policies governing vendor relationships, and to furnish information on specific purchasing practices. It is intended only to supplement the policies and regulations set forth elsewhere in this Manual.

- a. The following concepts are considered basic and fundamental to the County's vendor relationship policy.
 - 1) Vendors soliciting sales are to be received by purchasing staff and/or designated departmental representatives, and will be received promptly and courteously, preferably by appointment only. However, if it is deemed necessary or beneficial by the Purchasing Agent, interviews for specific needs shall be arranged with representatives of other County departments.
 - 2) The Purchasing Agent shall not make, or be asked to make unreasonable or unnecessary demands on suppliers.
 - 3) Purchasing staff is available to meet with vendor representatives between 7:30 a.m. - 5:00 p.m. Monday through Friday. Whenever possible vendors are encouraged to request appointments in advance for meetings with Purchasing staff.
 - 4) Vendors are asked to refrain from attempts at "back door" selling. This is defined as the vendor attempting to have the using department specify to Purchasing a specific brand, product, or supplier, to the exclusion of legitimate competition.
 - 5) When a using department requires information from a vendor, these requests will normally be handled by Purchasing. In those cases where technical detail or preliminary information is required which make it advisable for others to make the request, Purchasing should be sent copies of all correspondence which includes any quotations.

- 6) If a product demonstration is required, such demonstrations will be requested and arranged by Purchasing.
- 7) All salespersons who wish to meet with County employees should be directed to make their initial contact through Purchasing.
- 8) Occasionally, it is to the advantage of the County to require bidders to submit regular production samples of products which the County intends to purchase. For example, samples may be required for new, untried products where workmanship may be a significant factor, or in cases when most of the bidders are expected to be distributors and may offer a wide variety of similar products. Bidders desiring to have samples returned must advise Purchasing in advance and must make arrangements for the pick up/return of goods at the bidder's expense.
- 9) Failure to comply with the request for submission of a sample may be cause for the bid to be declared non-responsive and may be rejected.
- 10) Trial order requests for demonstrations and/or samples for tests will be issued by the Purchasing Division.
- 11) Using departments shall not request or expect contractors to perform prepurchase design, demonstrations, layouts or presentations at no charge as such services cannot be considered when an award of purchase is ultimately made by Purchasing.
- 12) When it is necessary to obtain pre-purchase services, such services will be purchased separately from any purchase of equipment, supplies, or services. Contact Purchasing for assistance in advance of the need for pre-purchase services.
- 13) The name of a contractor contacted by a using department should appear on any purchase request as a suggested contractor.
- 14) County departments shall not accept offers from vendors for free repair or services until a "no charge" purchase order is issued to cover the work to be performed. The purchase order contains terms and conditions designed to protect the County from claims for damages resulting from injuries and accidents which might occur while work is in progress.

b. After The Award

Once a vendor has submitted a bid to provide the County with goods or services, they are entitled to a prompt, courteous response following the award. The following procedures deal with notification of bid acceptance.

- 1) When the award is made, Purchasing will provide notification to the successful bidder. Purchasing will further ensure that the appropriate purchase order (Exhibit 2), agreement and/or contract is promptly executed. A purchase order is used as a document for contract award, and will act as a working document during the life of the contract.
- 2) The County is aware that business persons who place bids with the County are interested in all aspects of a particular bid, not simply whether they won the award or not. They are concerned with knowing to whom the award was made, at what price, and how their bid compared to others. It would be impractical and prohibitively expensive to attempt to transmit this information to all bidders on all bids. Upon request, the results of all bids, including tabulations are available for review by interested bidders during normal working hours. Appropriate labor/material charges for reproducing the requested documents will be made. All bid results and support data become a matter of public record following award. This or similar language will be incorporated and become standard information to bidders used in all Invitation For Bids (IFB's) or Request For Proposals (RFP's).

2. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- 1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- 2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- 3) "Interested Party" means an actual or prospective bidder or proposer.
- 4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- 1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- 2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- 3) The protest filed with the Purchasing Agent shall:
 - a) Include the name, address, and business telephone number of the protestor;
 - b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- 1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
- 2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- 3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

B. CONTRACTS AND PURCHASES REQUIRING COMPETITIVE BIDDING

1. Summary

- a. The Purchasing Agent will generally discourage any procedure other than purchasing through the competitive bidding process or RFP process for commodities or services over \$25,000.
- b. Full opportunity to bid shall be granted to qualified bidders.
- c. The County may solicit sealed bids on a competitive basis for contracts over Twenty Five Thousand Dollars (\$25,000) for the purchase of supplies, equipment, materials, and for construction projects up to One Hundred Thousand Dollars (\$100,000). The contract is awarded to the "lowest responsive and responsible bidder," defined as the bidder submitting the bid that conforms with all the material terms and conditions of the invitation for bids and that is lowest in price. With regard to revenue generating contracts, award will be made to the highest responsive and responsible bidder.
- d. The Invitation for Bids (IFB's) procedure begins with the public advertisement, when practical, of the Notice Inviting Bids, and the subsequent issuance of comprehensive contract documents, which include the Notice Inviting Bids, as well as General Conditions and Instructions to Bidders, Special Provisions, Technical Specifications, and other documents as may be required by the procurement, such as certificates or proposal documents concerning qualifications, bonding, and compliance with applicable requirements of local, state and federal law. The terms and conditions contained in the entire package of contract documents constitute the contract which governs the contractual relationship between the successful bidder and the County.

2. Bid and Contract Award Procedures

a. Initiation

- 1) The requesting department shall draft documentation, technical specifications, and scope of work which adequately describe the products or work required. The requesting department must provide a list of three qualified potential bidders to compete effectively for the County's business regarding the procurement so that selection of the successful bidder can be made principally on the basis of price.

- 2) If there is no funding in the current budget to cover the contract, the requesting department shall also obtain the approval of the Board of Supervisors, and shall state in its documentation to Purchasing the number of the Board resolution authorizing the solicitation for bids. Also included in this documentation will be the requesting department's proposed bidding schedule (including advertising and contract commencement dates), the estimated cost of the contract, and a suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- 3) The head of the requesting department shall approve all documentation prior to its being sent to Purchasing.
- 4) Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for formal competitive bid procedures.

b. Preparation of Bid Documents

(1) Policy Consideration

The bid documents shall incorporate, to the fullest extent possible, equal participation of interested Disadvantaged Business Enterprises (DBE), Women Business Enterprises (WBE), and Minority Business Enterprises (MBE).

(2) Components of the Bid Documents

With necessary input from the requesting department, Purchasing staff shall prepare the bid documents under the supervision of the Purchasing Agent. Although there may exist certain variations in the provisions and requirements to be included in the bid documents, as noted hereafter, each set of bid documents shall, at a minimum, contain the following items:

(a) Notice Inviting Bids

- 1) The Invitation to Bid (the "Notice") is a publicly advertised document which notifies potential bidders of the title and nature of the contract, and the date, time, and place of the opening of bids submitted pursuant thereto. The Notice shall also inform bidders of applicable DBE/WBE/MBE requirements and other significant requirements under federal or state laws, if any.

- 2) If a Pre-Bid Conference is planned, the Notice shall advise of the date, time and location for the conference. The Notice shall indicate if a bidder's security is required. The Notice shall refer to and incorporate by reference all the other bid documents, i.e., the General Conditions and Instructions to Bidder, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents, and shall designate the method for obtaining copies of the bid documents. Finally, the Notice shall be dated and signed by the Purchasing Agent or authorized designee.

(b) General Conditions and Instructions to Bidder

- 1) The General Conditions and Instructions to Bidder ("General Conditions") set forth standard terms and conditions applicable to all County contracts.
- 2) Purchasing shall prepare and maintain the set(s) of General Conditions, except for Public Works projects, necessary for inclusion with all bid documents for competitive bid procurements. The General Conditions shall be updated or revised from time to time.

(c) Special Provisions

- 1) Special Provisions prescribe terms and conditions specifically tailored to the particular contract sought.

2) Liquidated Damages Clause

- a) Purchasing may cause to be included in the Special Provisions a clause establishing the time in which the whole or any specified portion of the work called for under the contract shall be completed, and providing that each day completion is delayed beyond the specified time for performance, the contractor shall pay to the County a specified sum of money, to be deducted from any payments due or to become due to the contractor.
- b) Liquidated damages should be included in contracts when it would be inconvenient, difficult impracticable to otherwise obtain an adequate remedy for the delay, or to prove the losses or to assess the actual quantity of damages. The amount to be established as liquidated damages shall be reasonable in light of the anticipated harm that may be caused by a delay in the contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

3) Pre-Bid Conference

If a Pre-Bid Conference is scheduled, the Special Provisions shall advise of the date, time, and location of the conference. Further, an attendance sign-in sheet will be used

as a permanent record of the Pre-Bid Conference and shall contain the following information:

- a) The names, addresses, telephone numbers, and business affiliations of all persons in attendance;
- b) The signature of each bidder in attendance.

4) Qualifications of Bidders

- a) In contracts where the nature of the work is such that the qualifications of the bidders are essential criteria for evaluating the bidders' responsibility, Purchasing staff shall cause to be included among the Special Provisions a clause setting forth the required qualifications of bidders. Construction contracts and service contracts shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product and/or technical guidance and advice are called for, shall also contain a provision regarding qualifications of bidders.
- b) Such provision shall clearly state that the County may reject any bid that does not meet the requirements stated in the qualification clause. Included in such clause shall be requirements that bidders demonstrate they are regularly engaged in the manufacture, construction, or provision of the work or product called for in the contract and that they have the necessary resources, facilities, and personnel to perform the contract. Additionally, bidders must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, bidders may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the bid documents a form to be completed by bidders that will cover the qualification requirements described herein.

(d) Technical Specifications

- 1) The Technical Specifications shall clearly define the nature of the work, products, or services to be procured, so that bidders may formulate responsive bids. Initial responsibility for drafting the Technical Specifications lies with the requesting department staff having technical expertise relating to the procurement sought. Purchasing shall review and approve the Technical Specifications. The Technical Specifications must include detailed descriptions of the qualitative and quantitative nature of the supplies, equipment, materials, routine services, or construction to be procured. They must also set forth the minimum essential characteristics and standards to which the products, services, or work must conform in order to satisfy the County's intended use.

Where it would be of assistance in clarifying the specifications requirements, the use of blue prints, diagrams, charts, and maps is encouraged.

- 2) The Technical Specifications shall not be drafted so as to unduly restrict competition. To that end, brand names may be used in the Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular product needed. In all cases where brand names are used, bidders shall be afforded the opportunity to propose to the County a substitute product of equal quality or value for approval.

(e) Other Bid Documents

1) Pricing Schedule

The bidder's completion of the Pricing Schedule shall constitute its acceptance of all the terms and conditions contained in the bid documents, and shall also indicate the bidder's quoted prices. Purchasing staff shall be responsible for developing the Pricing Schedule with the assistance of the department representative, when assigned. The Pricing Schedule shall seek separate cost quotations for all relevant aspects of the procurement, including, where applicable, unit price, extended price, sales or use taxes, and cost of installation and delivery. In all cases, the Pricing Schedule shall be so structured as to allow the County to make an objective comparison of all bids. Whenever possible, this will be accomplished by structuring the Pricing Schedule so as to request a Grand Total Bid Price.

2) Bond Forms

The bid documents shall include a form for the bidder's bond when a bidder's security requirement is imposed. Also, when required by the contract documents, the bid document shall include a sample performance bond and a sample payment bond. The amount of these bonds may vary depending upon the contract. The terms of the performance bond will vary depending upon whether such bond is to remain in effect during a warranty period, and if so, the length of such period should be indicated.

3) Final Review of Bid Documents

Purchasing shall establish a review schedule, based upon the anticipated date of advertisement, which designates the date upon which all changes, comments, and required approvals shall be submitted to Purchasing. Such schedule shall permit a sufficient time period for review of the contract documents by the individuals involved.

2. Advertisement for Bids

Purchasing shall cause the Invitation to Bid to be published, when required, in at least one newspaper of general circulation. The advertisement shall state the time and place for the receiving and opening of sealed bids and shall describe in general terms the work to be done. Where a particular contract involves a trade or expertise for which there are special industry publications, Purchasing shall advertise the notice in appropriate trade journals. Public works projects shall be advertised.

2. Preparation of an Addendum

Once the Invitation to Bid has been published, all changes necessary to correct any errors in the bid documents, to extend deadlines for the benefit of the County or the bidders, or to otherwise revise the bid documents, shall be accomplished through the issuance of an addendum. All addenda which are technical in nature shall be drafted by the department requiring such change and shall be reviewed and approved by Purchasing. Each addendum shall contain the bid number and title, the date of issuance, the addendum number, specific reference to the provision of the bid documents that is being amended, and the substance of such amendment. Purchasing staff shall cause the addendum to be issued to all firms or persons who have received a copy of the bid documents, except in the cases of bids or proposals which require mandatory attendance of Pre-Bid/Pre-Proposal/Site Inspection (walk-through) Conference(s). Only those vendors in attendance shall be forwarded addenda, when warranted.

5. Bid Opening

- a. As sealed bids are received, Purchasing staff shall cause the sealed bids to be stamped indicating the date and time received. All sealed bids must remain unopened and stored in a secure location until the public opening on the date and time specified in the Notice. On the date of bid opening, any bids received after the time specified in the Notice will not be accepted by Purchasing, but will instead be time stamped and returned unopened.
- b. The Purchasing Agent or designee shall preside at all bid openings. A Bid Opening Attendance Roster shall be prepared at the time of the opening, and shall contain the following information:
 - 1) The names, addresses, telephone numbers, and business affiliations of all persons in attendance at the Bid Opening;
 - 2) The signature of each bidder in attendance.

- c. Upon request, all pertinent information contained in the bid forms shall be read aloud by the person opening the bids. Members of the public shall be permitted to witness the Bid Opening.
- d. From and following the specified date and hours of bid opening in the Notice, no bidder shall be permitted to change its bid. If for any reason the opening of the bids is delayed beyond the time specified in the Notice, all bidders shall be so notified.
- e. The original copy of the bid documents will be retained on file in Purchasing at all times.

6. Evaluation of Bids

a. Evaluation Criteria

The contract shall be awarded, if an award is made, to the lowest responsive and responsible bidder whose bid conforms to the requirements of the bid documents. The criteria to be employed in evaluating the bids shall be: lowest monetary bid (or highest monetary bid if the County is selling goods or services), responsiveness of bid, and responsibility of bidder. Purchasing staff, under the direction of the Purchasing Agent, shall be principally responsible for the evaluation of bids. In addition, the requesting department shall review the bids for compliance with the Technical Specifications.

b. Lowest (or Highest) Monetary Bid; Price/Cost Analysis

- 1) Purchasing staff shall first examine the bids to determine which bid is the lowest (or highest) in price. In doing so, staff shall observe the following rules:
 - a) Any formula for determining the basis for evaluating bids, as described in the contract documents, shall be utilized;
 - b) The unit price shall govern whenever both unit price(s) and extended price(s) or total(s) are given;
 - c) All bids showing item extensions and/or totals shall be reviewed for accuracy. If a calculator is used to verify totals, the calculator tape shall be attached to the bid documents. Any errors in bidders' calculations shall be noted on a separate sheet of paper. No corrections or changes are to be made on or to the vendor's bid.
 - d) Staff shall review the terms of payment for the effect of those terms upon the bid price. Therefore, where specified in the contract documents, terms such as discounts, transportation costs, sales taxes, and other costs shall be considered in determining which bid is the lowest (or highest) in price. Payment discounts may only be used to determine low bid if payment terms are twenty (20) days or more and prior experience of the County indicates that such discounts are generally taken.

2) Where more than one bidder submits a proposal, Purchasing shall conduct a price analysis of the bids. In cases where only one bid is received or it is determined that there was a lack of adequate competition for the contract, Purchasing shall conduct a cost analysis, unless the reasonableness of the bid price can be established on the basis of a catalog or market price for a similar commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

c. Responsiveness

Purchasing shall next determine whether the lowest or highest (if applicable) monetary bid is responsive to the contractual and technical requirements. Staff shall review the bid documents to ensure that the bidder has made no unauthorized deletions, amendments, or changes to the contract documents.

Staff shall verify that required proposal forms and certificates have been completed. Staff shall also confirm that all signatures are in place and appear in order. A determination will be made as to whether the deficiency is a minor irregularity, e.g. omission of a signature on a proposal form or a bidder's security submitted in an improper amount, or whether the deficiency is more substantive in nature, e.g., taking exception to warranty provisions or extending the delivery period. Staff may contact the bidder and discuss the aspects of the bid which appear non-responsive. With respect to deficiencies representing minor irregularities, the bidder may be given the opportunity to correct the deficiency so that the bid may be considered responsive. If the bidder does not correct the minor irregularity and make the bid responsive, or if the deficiency is substantive in nature, staff shall determine which bidder is the next lowest or highest monetary bidder and shall follow the procedure above to determine the responsiveness of that bidder.

d. Responsible Bidder

1) Purchasing shall next determine whether the lowest responsive bidder is a "responsible" bidder, i.e., whether such firm or person has sufficient experience, qualifications, and financial stability to perform the contract. The criteria to be used in making such determination shall include the bidder's past experience and history of service to the County, if any; the bidder's responses on those proposal documents requiring a listing of experience, qualifications, and references, if required; and the expertise, dependability and financial stability of the bidder as revealed to the County from any other legal source. Rejection of a lowest responsive bid on the basis that the bidder is not "responsible" can only be made if there are sound documented reasons evidencing the inability of the bidder to perform the contract, and after notice and an opportunity to have a hearing has been provided to the bidder. Selection of a bidder who submits a bid that is \$500 or more higher than the amount submitted by the lowest bidder must be approved by the Board of Supervisors, and reasons for rejecting the lowest bidder must also be provided.

- 2) In making this determination, Purchasing staff, under the direction of the Purchasing Agent, may set as its standard the minimum requirements or specifications set forth in the Special Provisions and Technical Specifications.

e. Rejection of Bids

Any determination to reject the lowest bid on the basis that the bidder is not responsible or that the bid is not responsive must be approved by the Purchasing Agent.

f. Tied Bids

In any case where two bids from responsible bidders are identical in price and are also the lowest responsive bids, Purchasing shall utilize one of the following methods in order to determine the bidder to which the contract shall be awarded:

- 1) Local vendor(s) shall have preference over out-of-County vendor(s).
- 2) In any case where a tied bidder has a history of undependable service to the County, or has suffered a termination for cause of a contract to which it was party for the rendering of the same or similar products or services to another public entity, such tied bidder may be eliminated.
- 3) In any case where tied bidders propose different performance schedules, Purchasing may select the bidder proposing the more favorable delivery terms, i.e., those delivery terms more convenient for the County.
- 4) In any case where application of the above methods does not produce a single, lowest responsive bidder, Purchasing shall draw lots to determine the successful bidder.

g. Recommendation for Contract Award for Personal Services

- 1) All sales of County-owned real property must be approved by the Board of Supervisors.

7. Award of Contract for Goods and Services by Purchasing

a. After solicitation, bid evaluation, and analysis as described above, Purchasing may award contract to the lowest responsive and responsible bidder.

b. Upon award of the contract, Purchasing shall notify the successful bidder in writing of the award. The successful bidder shall be sent all bond forms, if required, and other documents which the successful bidder must execute together with the Agreement. The successful bidder must execute these documents and have prepared the required Certificate of Insurance within the time specified in the bid/contract documents, or if no such time is specified therein, within the time

specified in the Notice of Award issued by Purchasing.

c. In addition, if the contract is awarded to a bidder other than the apparent low monetary bidder, Purchasing shall inform each bidder whose total bid was less than that bid of the successful bidder and the reasons for the rejection.

8. Rejection of All Bids

The Board of Supervisors and the Purchasing Agent have the right to reject any and/or all bids when it is in the best interest of the County. Following the bid evaluation, staff may decide to recommend this course of action in cases where (a) the bids received were too high and the funds available in budget are insufficient to cover the amount of the contract even if it were awarded to the lowest responsible bidder; (b) none of the bids were deemed responsive to the requirements of the contract documents; (c) none of the bidders were deemed sufficiently responsible to perform the contract in a satisfactory manner; or (d) staff determines, based upon sound, documented business reasons, in furtherance of the best interests of the County, that it would be imprudent to proceed with the contract award.

C. INSURANCE AND BONDING

1. Summary

For contracts subject to competitive bidding, the County may require insurance and bonding for protection in the event of default, excusable failures to perform, accident, injury, or other liability or loss. Subject to state law requirements, all of the County's competitively bid contracts include a broad insurance/indemnification provision. Insurance and bonding requirements vary according to the type and estimated cost of the contract, the source of funding, market conditions, and other considerations.

2. Insurance

All contracts for services and construction shall carry, at a minimum, Workers' Compensation, and comprehensive general liability insurance, including coverage for automobile operation. In addition, any contracts for the procurement of supplies, equipment, or materials, where on-site installation, inspection, or delivery activities are incident to the procurement, shall also include these insurance coverages. The specific amounts and types of coverage shall be determined by the CEO- Risk Management. County approval of a contractor's insurance policies and coverages shall be a condition precedent to entering into the agreement.

3. Bonding

a. The principal protection of County interests in the case of default or other failure to perform shall be by means of bonds.

1) Bidder's Security

The Purchasing Agent may require a bidder's security to be submitted with each bid in order to protect the County's interests in the event that a bidder fails or refuses to honor its bid or to enter into a contract awarded to it. In the case of procurements of "off-the-shelf" items or services, i.e., procurements not specifically tailored to the County's needs, which can be readily obtained on the open market at a competitive price, the County may determine to waive the bidder's security requirement. Note, however, bidder's security is required in Public Works projects.

- 2) For contracts where bidder's security is required, it shall take the form of a bond, certified or cashier's check, or other negotiable instrument representing a firm commitment to stand behind the bid price. As a general rule, the bidder's security is in the amount of ten percent (**10%**) of the total bid, but this amount may vary according to the assessed risk in the event of a bidder's failure to honor its bid and the resulting damages to the County.

3) Performance Bonds

When necessary to secure fulfillment of all of the contractor's obligations under the contract, the County may require that the contractor furnish a performance bond, in any amount up to one hundred (**100%**) percent of the contract price. In setting the amount of the performance bond, one consideration shall be the capability of such bond to cover the likely differential in price between the contractor and the next lowest responsible bidder or a firm that could be retained from the open market should the County have to reassign the contract. The life of the performance bond may be required to extend beyond the completion of the main work under the contract in order to cover any warranty period. Performance bonds are required by Public Contract Code 20129.

4) Payment Bonds

In all construction contracts, and contracts for the procurement of services or products which involve subcontracting, a payment bond may be required. The amount of the bond may be, at a minimum, 50 percent of the contract price for contracts under One Hundred Thousand Dollars (\$100,000). The payment bond assures the contractor's full discharge of its obligations to subcontractors, suppliers, and other labor used on the project. The Invitation to Bid shall contain provisions concerning payment bonds (Civil Code 3247).

5) Fidelity Bonds

In all cases where the contractor's employees will be performing services involving a high degree of confidentiality and trust with County property or funds, with County facilities, or in County vehicles, the County may require the contractor to furnish an employee fidelity bond. Such bond will provide coverage in protection of the County in cases of negligence, misconduct, or

theft by contractor's employees. The coverage type and amount shall be established by the Purchasing Agent.

D. BIDDING PROCEDURES

1. Purchase requests prepared by County employees or by consultants or contractors working under the supervision of County employees shall describe the requested goods or services in such a manner so as to facilitate the competitive bid process or RFP process. Specifications and standards used successfully for prior requests should be reused whenever repeat purchases are made.
2. Time for submitting bids and proposals: Generally, a minimum of 30 days should be allowed between the time of mailing bids and RFP's and bid or proposal opening. If any abnormal conditions are required in the bid, the time limit may be increased or decreased, depending on the circumstances.
3. All bids or proposals shall be in writing and shall be submitted to Purchasing before a specified time and date, except for telephone bids obtained for emergencies or for specified minor purchases.
4. Necessary changes, modifications, or adjustments to specifications, requirements, or bid quantities shall be authorized and publicized by the Purchasing Agent; no private modifications shall be made.
5. All bids or proposals will be opened publicly by the Purchasing Agent or his/her designated representative.
6. Awards
 - a. Bids Award will be made to the **lowest** responsive and responsible bidder meeting specifications and requirements outlined in this document. In the case of revenue generating bids, award will be made to the **highest** responsive and responsible bidder.
 - b. Proposals Award will be made to the most qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered.
7. When the price and quality of the products or materials offered are equal, preference shall be given to vendors from County of Stanislaus. Whenever two (2) or more bids are received with price and other factors being equal, and the public

interest does not permit the re-advertising for bids, the award will be made upon such factors as whether the firms are located within the County, and if so, if the firm is a disadvantaged business, and upon past service of the equal bidders. If such evaluations are equal or unavailable, the award will be made by the drawing of lots in public by the Purchasing Agent. (Refer to Section VI-14 of this Manual)

8. Bid bonds, performance bonds, and payment bonds may be required as required by law.
9. County employees and consultants or contractors under the supervision of County employees shall refrain from discussing with prospective bidders, any details of goods or services advertised for bid unless authorized by the Purchasing Agent. All questions should be referred to the Purchasing Agent. If an answer would appear to affect the bid of other bidders, all bidders will be so advised. This is intended to prevent any one bidder from obtaining an unfair advantage.
10. It is the policy of the Stanislaus County Purchasing Division not to disclose a Bid List prior to a bid opening. Bid List disclosure is not required if the public interest served by temporarily withholding said information clearly outweighs any conceivable public interest served by disclosure. (California Public Records Act, Government Code 6255). The only exception to Purchasing policy of nondisclosure of a Bid List prior to a bid opening shall be those specific trade journals with the intent to get subcontractors in touch with general contractors.
11. The Purchasing Agent shall solicit bids and award contracts for Public Works projects between \$25,000 and \$100,000 (Stanislaus County Code Section 4.28.020). Public Works projects exceeding \$100,000 shall be referred to the Director of Public Works and must be approved by the Board of Supervisors.
12. Stanislaus County is required by the State of California Uniform Public Construction Cost Accounting Policies and Procedures to advertise Public Works projects in several specific trade journals (Public Contract Code Section 22034).
13. Purchases of equipment, materials, supplies, or services will be awarded through the competitive bidding process except when the Purchasing Agent determines that one of the following conditions exists:
 - a. Cost When there is no legal reason; no monetary advantage that would be gained by requiring bids; any savings would be lost by the cost of the competitive bid process; or any other reason at the discretion of the Purchasing Agent.
 - b. Standardization of an item or service from a single (sole) source has been justified by comparative analysis or usage and is in accordance with established policy.

- c. In the event of an emergency or to avoid an imminent emergency, where the interest of the County demands immediate action.
- d. Negotiated or sole source purchases which have been specifically pre-authorized by the Board of Supervisors.
- e. Procurement through cooperative purchasing agreements with other government agencies or public utilities.
- f. Procurement of a basic item or service available only from a single vendor and/or justified by the requisitioner and approved by the Purchasing Agent.
- g. Procurement of compatible parts and devices from the manufacturer or sole authorized distributor of equipment in service.
- h. Repair and reconditioning of equipment and devices by the manufacturer or manufacturer-authorized firms where it is necessary to take advantage of certain expertise or to comply with warranty terms. Where several non-manufacturer firms are available to make adequate repairs and no cost or other advantage is apparent in dealing directly with the manufacturer, award will be based upon competitive bidding.
- i. When the Purchasing Agent does not seek competitive bids, the Purchasing Agent shall be in compliance with and adhere to Stanislaus County Code, Section 2.24.060. (Refer to Section II-3 of this Manual.)

E. BID LIST

1. Summary

- a. A bid list shall be maintained by Purchasing, organized by commodity or service classifications. Purchasing shall refer to the bid list in compiling distribution lists, contacting potential vendors or suppliers, and all other procurement activities involving Purchasing solicitation of potential vendors, suppliers, contractors, or consultants. The bid list shall contain information concerning the qualifications and expertise of each person or firm, and the Disadvantaged/Women Owned/Minority Business Enterprise (DBE/WBE/MBE) status of each person or firm. In addition, the bid list shall contain comments and observations by County personnel concerning the person's or firm's past performance.
- b. It is the responsibility of all business enterprises seeking opportunities to do business with the County to ensure that their Bid List Application contains up-to-date information, i.e., current name of business, address, telephone number, fax number, e-mail, owner's name, etc. Business enterprises interested in a particular bid may contact Purchasing and request a copy of the specific solicitation prior to the bid opening date. It is not practical or economically feasible for the County to mail or otherwise solicit bids from all business enterprises which have requested to be placed on the County's bid list. It remains the responsibility of these business enterprises to learn of procurement opportunities for commodities or services through regularly posted advertisements in local newspapers, trade journals and through the County's Bid Announcement Line, (209) 525-4000, which is available 24 hours per day, 7 days per week.

2. Procedures

- a. The Purchasing Agent shall be responsible for the contents of the Bid List and shall ensure that the appropriate entries and additions are made to it.
- b. A person or firm on the Bid List may be declared "not responsible" as a result of County experience with such person or firm. In such case, a "not responsible" notation and the rationale therefore shall be made for that person's or firm's entry on the Bid List. Such person or firm shall, however, remain entered on the Bid List for purposes of evaluation in the case of the County's receipt of a bid from such person or firm in the future.
- c. A person or firm may be declared "not responsible" if he, she, or it is (1) slow or provides unsatisfactory deliveries; (2) in violation of applicable federal, state, or local laws, ordinances, rules, or regulations; or (3) fails to respond to bid requests.

- d. Before declaring an entrant on the Bid List to be "not responsible," the Purchasing Agent shall make a reasonable effort to give such person or firm an opportunity to correct the problem.

3. Vendor Performance

Stanislaus County has developed many fine business relationships over the years with both local and national firms. Occasionally, it is to be expected that shipments will be delayed. However, the vendor who continually defaults on delivery promises of supplies, materials, equipment, or services which do not conform to specifications can expect to have the firm's name removed from the County's Bid List. Bidders whose bids are returned as undeliverable by the U.S. Postal Service or United Parcel Service, etc., can expect their firm's name to be removed from the County's Bid List.

F. CONTRACTS AND PROCUREMENTS NOT REQUIRING COMPETITIVE BIDDING

1. Summary/Policy

The County is not required to engage in a competitive bid process for contract and procurements which fall under the following categories:

- a. Where competitive bidding is not required by law.
- b. Where the procurement is deemed to be a "small purchase," the estimated cost of which does not exceed Five Thousand Dollars (\$5,000);
- c. Where the estimated cost of the procurement is greater than Five Thousand Dollars (\$5,000), but is less than Twenty Five Thousand Dollars (\$25,000), a Request for Quotation (RFQ) may be utilized.
- d. Where the equipment, materials, supplies, or services are needed on an emergency basis;
- e. Where the procurement qualifies as a sole source procurement as hereinafter defined; or
- f. Where the procurement or contract is for professional services.

These categories of contracts and the appropriate procedures pertaining to each category are described below.

2. Where Competitive Bidding Is Not Required By Law

Absent a statutory requirement, a public entity is not bound to engage in competitive bidding.

Ref. San Diego SAFE v. Superior Ct., (1988) 198 CA 3d. 1466. Grayden v. Pasadena Redevelopment Agency (1980) 104 CA 3d 631.

3. Small Purchases - Procurements Not to Exceed \$5,000

The following procedures are to be followed for the procurement of supplies, equipment, materials, or services that do not require an expenditure of more than \$5,000.

a. Store Issue/Requisition Form

- 1) The requesting department shall initiate the procurement by submitting an electronic requisition, hereafter referred to as "requisition," to Purchasing for approval. The requisition shall specify the products or services to be procured. Prior to submission, the requisition shall be approved by the head of the requesting department or authorized designee.
- 2) The requisition shall include the following information: (a) department number; (b) fund, org, and account number; (c) a specific description of the desired products or services, using, whenever possible, dimensions, sizes, and catalog numbers; (d) the quantity of desired products or services; (e) the date on which the products or services are required; (f) the place of delivery for the product or service; and (g) authorized signature. The requisition should also include the name of suggested vendors or suppliers; Purchasing, however, shall make the final determination as to the appropriate vendor.

b. Purchasing Action

Purchasing staff shall review the requesting department's requisition and accompanying documentation for completeness. The accuracy of the requesting department's justification documentation shall be confirmed by Purchasing.

c. Fixed Assets

- 1) Purchase of fixed assets should be formally bid. Staff should ascertain that all vendors considered are fully qualified to provide the items or services requested, and that prices quoted are fair and reasonable. The vendor's history of service to the County shall also be considered.
- 2) While negotiated price, quality of vendor product, and the experience and history of the vendor with the County are the most important criteria in selecting a vendor for procurements covered by this section, additional standards of

efficiency and economy may be applied by Purchasing as the particular procurement may require.

- 3) After selection approval, the successful vendor shall be notified of award of contract with price and all other significant terms confirmed in writing and included in a purchase order issued to the vendor.

G. BIDDING PROCUREMENTS BETWEEN \$5,000 AND \$25,000

1. Summary

Procurements with an estimated cost greater than \$5,000 but less than \$25,000, may be bid with a Request for Quotation (RFQ) subject to Purchasing staff discretion. This type of quoting generally consists of obtaining a minimum of three (3) telephone quotations from or issuing a written solicitation to a limited number of known qualified bidders. The RFQ describes the desired products or services and sets forth the terms of the procurement to potential bidders without formal advertising. This method is appropriate for all procurements, in the price range specified above, of supplies, equipment, materials, and construction. The County shall not arbitrarily split contracts or procurements so as to avoid bidding procedures.

2 Procedures

a. Initiation of Bidding Process

The requesting department shall submit a requisition to Purchasing, specifying the items or services desired. The requisition shall include suggested vendors or suppliers whose price, quality of product, and experience and history of service to the County warrant the requesting department's recommendation. The requisition shall also indicate the estimated cost of the item(s) being requested, if such information is known.

b. Preparation of a Request for Quotation

Upon approval of the requisition, Purchasing staff shall prepare an RFQ. The RFQ shall include specifications as to the basic terms and conditions of the procurement sought, a description of the products or services required, Free on Board point, delivery date and address, components of bid prices and technical specifications, (if required by the nature of the product or services), and the date and time by which the informal bids must be submitted to the County. Bonding and insurance, when required, shall also be set out in the RFQ, as appropriate.

RFQ's shall be sent or faxed to potential bidders currently listed on the Bid List, as well as those suggested by the requesting department.

c. Receipt of RFQ's

Immediately upon receipt of the RFQ's by Purchasing, all RFQ's shall be time stamped.

d. Evaluation of Quotations

Thereafter, Purchasing staff shall evaluate quotations within the prescribed or designated time limit.

e. RFQ Award

The County shall award contracts pursuant to the bidding process to the lowest responsive and responsible bidder. In the case of revenue generating quotations, award will be made to the highest responsive and responsible bidder. Evaluation of such bids shall be on the basis of the following criteria: lowest monetary bid; (2) responsiveness to the specification requirements; and (3) responsibility of the bidder.

In the case of services, or hardware/software solicitations, award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered.

f. Issuance of Purchase Order or Contract

Upon selection as described in RFQ Award, subsection (e) above, Purchasing staff shall issue the purchase order or contract, as appropriate, to the successful bidder.

H. EMERGENCY PROCUREMENTS

1. Summary

The County is not required to engage in competitive bidding when making emergency purchases of supplies, equipment, materials, or services during a natural disaster or other emergency. All such emergency procurements will be coordinated through the Emergency Operations Center.

2. Procedure

a. Initiating the Emergency Purchase

Emergency purchases must be made by designated staff members who have expertise related to the emergency giving rise to the need for the procurement.

b. Confirmation of Emergency Purchase

After having placed the order, staff shall notify Purchasing: (1) that an

emergency procurement has been effected, and the nature of the procurement; (2) the nature of the emergency; (3) that the head of the requesting department or authorized designee has approved the procurement; and (4) the name and location of the vendor or supplier. Upon verification of the emergency procurement, Purchasing shall cause a confirming order to be issued to such vendor, confirming the procurement and its significant terms.

I. DEVELOPING REQUESTS FOR PROPOSALS (RFP's) FOR CONSULTANT SERVICES AND FOR HARDWARE AND SOFTWARE

All use of outside consultant services must have prior approval of the Chief Executive Office.

1. Determine that the proposed study comes under the responsibility of the department and that funds have been budgeted.
2. Prepare a detailed Request for Proposal (RFP). The department should clarify its own thinking beforehand in order to communicate this information to prospective consultants. This will be responsive to the needs of the County.
3. Requests for Proposals should include:
 - a. A clear description of the problem to be solved. If a problem cannot be clearly delineated, it is either not sufficiently understood to be successfully addressed by a consultant, or it is not really a problem deserving a consultant's attention.
 - b. Specifically identify in realistic terms what the consultant is to accomplish. This would include any desired approach to the problem: practical, policy, technological, and legal limitations; specific questions to be answered; description of the items to be delivered; format and number of copies of the completed reports; and the extent and nature of the assistance and cooperation which will be available to the consultant.
 - c. Firm or estimated time schedules including dates for award of contract, commencement of performance, submission of progress reports, if any, and completion.
 - d. Whether and to what extent progress payments will be allowed and, if deemed appropriate, known or estimated budgetary limitations on the contract price. Ten percent (10%) of the gross fee may be retained until the prescribed work is completed and accepted by the County.
 - e. Termination in the event of death or incapacity and a non-assignment clause should be considered.
 - f. Specify that original documents are to be the property of the County.

g. A requirement that the prospective consultant include in the proposal:

1. A description of the qualifications, a brief list of similar types of consulting contracts successfully concluded, with a sample of such work; a description of the lead personnel and anticipated supporting personnel to be employed on the study; amount of time and manpower to be expended; equipment and facilities to be utilized; if subcontractors are contemplated, a description of those persons or firms and the portions and monetary percentages of the work to be done by same;
2. An overall description of the techniques to be used in solving the problem;
3. Where appropriate, the total cost of the study, a detailed breakdown of how it was computed, and any desired method of payment.

1 Securing Requests for Proposals

- a. Purchasing will assist the using department in providing a bidder list.
- b. All proposals will be received and opened by Purchasing.

5. Departmental or Committee Selection of the Consultant.

a. After the Request for Proposals are returned, they will be evaluated to determine whether the result, when obtained, will be worth the cost. If it is determined that the result is worth the cost, each proposal will be evaluated to determine the one proposal which will best meet the County's need. Oral presentations may be arranged, if considered necessary. The following are some of the criteria which should be covered in the evaluation:

- 1) Does the proposing firm understand the County's problem?
- 2) Is the approach to the problem reasonable and feasible?
- 3) Does the firm have the organization, resources, and experience to perform the assignment? Has the firm had experience in similar problem areas?
- 4) What are the professional qualifications of the personnel that the firm will commit to the assignment?
- 5) Where appropriate, the total cost of the proposal.

b. Award will be made to the qualified proposer whose proposal will be most advantageous to the County with price and all other factors considered.

6. Compensation of Consultants

a. The following methods may be used in paying consultants:

1. A lump sum or fixed price for the total project. This avoids detailed accounting and is a contract for a given result. The County's primary concern is not with the cost incurred by the consultant, but with the end product.
 2. Hourly rate plus cost reimbursement, with a ceiling on the total project or contract amount. The consultant agrees to charge only for hours utilized at an agreed rate of compensation and reimbursement for out-of-pocket costs. This method is also a contract for a given result.
 3. Daily compensation plus cost reimbursement to work "when requested" during the term of the contract for daily rate plus cost reimbursement, with a ceiling on the total project or contract amount. This type of contract should be avoided if a given result can be contracted for.
- b. To implement methods (2) and (3) above, the contract must provide for the following:
1. The rate(s) of compensation to be paid the consultant(s). Except for medical fees, there are no set rates for paying consultants. Amounts to be paid depend upon the complexity and difficulty of the project, the prevailing rate for similar work, both within and outside the County, and the qualifications and reputation of the individual(s) or firm(s) being awarded the contract.
 2. Reimbursement of transportation costs and per diem allowance should not exceed the amounts normally allowed by the County.
 3. Any other expenses should be clearly and specifically set forth in the contract.

7. Progress Payments

- a. Progress payments will not be allowed on contracts less than three (3) months in duration. If it is essential that progress payments be made, payment should not be made more frequently than monthly in arrears or at clearly identifiable stages of progress based upon written progress reports submitted with the contractor's invoices. In the aggregate, progress payments should not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress or other payments must always be based on at least equivalent services rendered and not made in advance of service rendered.
- b. In computing the amount of any progress payment, the County shall determine what the contractor has earned during the period for which payment is being made on the basis of the contract terms. However, the County shall retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.
- c. For County purposes, "progress payment" is defined as including any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages or separate tasks.

8. Participation of County Personnel

a. Through past experience, it has been shown that agencies receive the greatest benefits from consultants when the engagement is considered a joint undertaking and County personnel are active participants. This provides the employees with useful training opportunities and valuable knowledge of what the consultant has done, why the consultant has done it, and how the County can benefit by it. This often represents knowledge which could never be derived simply through the analysis of the consultant's formal report. County personnel, working with the consultant, can give the project continuity at the operating level in subsequent months. Also, these individuals can lend "inhouse" acceptance to the project and broaden its chances for an enduring success.

b. Each contract will provide for and specify a person or position within the County to be the project coordinator. This person will have the overall responsibility to evaluate and monitor the work and progress of the consultant. Other staff time should be scheduled for the project according to the nature and complexity of each engagement.

c. The contract shall provide for a series of progress reports or meetings at least once a month to allow the County to determine if the consultant is on the right track, whether on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

9. Follow-Up

Upon completion of the contract, the department shall:

a. Require the consultant to hold a final meeting with departmental management during which the consultant will present findings, conclusions, and recommendations.

b. Require the consultant to submit a comprehensive final report.

c. Take the steps necessary to allow the project coordinator to implement the consultant's recommendations.

J. PROFESSIONAL SERVICES

1. Summary

- a. The County may procure professional services without competitive bidding. There is no requirement to engage in competitive bidding when seeking to retain specially trained persons or firms (hereinafter "consultants") to provide services in connection with financial, economic, accounting, engineering, administrative, hardware/software systems, or other matters involving specialized expertise or unique skills. As a matter of policy, competitive bidding can be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to bid price comparison.
- b. The method for procurement for professional services, however, is the Request for Proposals (RFP's) procedure. The County's RFP procedure includes acquisition planning, solicitation of proposals, evaluation of proposals, negotiation with prospective consultants, award of contract, and contract administration.

2. Procedure - Request for Proposals (RFP's)

a. Initiation

The requesting department shall draft documentation for Purchasing adequately describing the scope of services required. Such documentation shall include suggested consultants, their history with the County, and their qualifications for and experience in providing the services required. The requesting department will also identify a project coordinator, whose duties will include performing a liaison function with Purchasing. The head of the requesting department will approve all documentation prior to its being sent to Purchasing.

b. Request for Statement of Qualifications/Letters of Interest

- 1) The Purchasing staff shall review the requesting department's documentation and confirm that the services desired are appropriate for the RFP procedure. The requesting department will prepare a list of "potentially qualified consultants" to whom the Request for Statement of Qualifications (SOQ's) or Request for Letters of Interest (LOI's) will be sent. Such list may include the suggested consultants named by the requesting department, and shall be augmented by the inclusion of such persons or firms from Purchasing's bid list that are potentially qualified for the provision of the subject services.
- 2) The request for SOQ or LOI, prepared by Purchasing staff, will contain a generalized statement of the scope of work which will be required of the consultants, and shall request that the person or firm submit a SOQ or LOI evidencing specific expertise in the area delineated in the scope of work. The request will establish a date on which such SOQ's or LOI's shall be submitted to

Purchasing.

c. Evaluation of SOQ's or LOI's

The Purchasing Agent, with the advice of the project coordinator and other requesting department and Purchasing staff, will review and evaluate the SOQ's or LOI's received. Those County employees with technical expertise in the area of performance contemplated by the contract shall be consulted during such review process. A determination shall be made as to which persons or firms appear most qualified in the specific area of expertise called for under the contract. An adequate number of such qualified sources, to permit reasonable competition consistent with the nature and requirements of the procurement, shall be selected for inclusion on the RFP distribution list. Reasonable requests by other persons or firms to compete shall be honored to the maximum extent practicable.

d. Request for Proposals (RFP's)

- 1) The RFP shall set forth a detailed and particularized statement as to the scope of work required and applicable terms and conditions to be addressed. Also included in the RFP will be the time in which the project must be completed, requirements concerning coordination with other entities, other information which may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria shall include but not be limited to the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, and resources to perform the work, willingness to cooperate with County Purchasing and technical staff, and proposed method for assuring timely and acceptable performance and management of the work. In the event that the County determines to assign weighted values to the evaluation criteria, such values may be indicated in the RFP. In addition, resumes of the consultant's staff may be required.
- 2) Whenever it is found to be reasonable and appropriate, a firm not-to-exceed cost quotation will be requested in the RFP. In other cases, the RFP shall solicit a labor fee schedule for all categories of personnel to be utilized by the consultant in connection with the project, and a proposed project budget. The RFP shall state the date for a Pre-Proposal Conference, if one is scheduled, and shall also establish the subsequent date by which the proposals shall be submitted to the County.

e. Pre-Proposal Conference

A Pre-Proposal Conference may be held according to the schedule contained in the RFP. The Conference will be chaired by the Purchasing Agent, or authorized designee, who will cover basic requirements for the contract, including funding, contract type, evaluation criteria, and specific points to be addressed in the proposals. Staff from the requesting department will also be present to discuss technical aspects of the scope of

work. The Pre-Proposal Conference will offer an opportunity for interested consultants to inquire about or suggest changes in the terms of the RFP. Any changes, additions, deletions or other pertinent information resulting from the Pre-Proposal Conference will be distributed in writing to all prospective bidders. The County shall also review the time and place for submission of proposals and the requested content and length of the proposals.

f. Review of Proposals

- 1) Proposals received shall be reviewed by, at a minimum, the Purchasing Agent or authorized designee. Other staff, including the project coordinator and County personnel with the appropriate technical expertise, shall be included in the review process, as necessary.
- 2) The review process shall begin with the verification that the proposals received are in conformity with the proposal specifications. The review shall adhere strictly to the evaluation criteria set out in the RFP and discussed at the Pre-Proposal Conference; no discriminatory waiver of criteria shall be allowed. The conclusions of the reviewers shall be summarized in a memorandum.
- 3) The memorandum will be distributed among the reviewers for their concurrence. Those firms or persons judged by the reviewers to be the most qualified to perform the work required under the contract shall be placed on an "interview list." Those on the interview list will be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the reviewers shall make a final ranking of potential consultants. The qualifications of the consultant to perform the necessary work are of utmost importance to the County in professional services contracts; however, where two or more persons or firms appear equally qualified to perform the desired services, the one proposing the lowest total price shall be ranked first. Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

g. Price Analysis

- 1) Purchasing may, when appropriate, conduct a price analysis to determine whether the compensation terms of the proposals offered by the consultants under consideration are fair and reasonable for the anticipated work or services. A price analysis may be conducted on the basis of any of the following methods:
 - a) A comparison of competitive price quotations submitted to the County;
 - b) A comparison of prior quotations and contract prices with current quotations for the same or similar services and/or products;
 - c) The use of survey data, such as hourly rates for similar services and market unit costs for specified materials, as a basis of comparison to point out apparent gross inconsistencies;

- d) (d) A comparison of prices or published price lists issued on a competitive basis, and published market prices of commodities, together with discount or rebate schedules;
 - e) A comparison of proposed prices with independent estimates of cost developed within Purchasing.
- 2) In the event that (a) the County receives only one proposal in response to the RFP, (b) the responses reveal a lack of adequate competition, or (c) the RFP required the proposer to outline the elements of the estimated costs for the work, Purchasing may conduct a cost analysis to determine whether the compensation proposals are fair and reasonable.

h. Negotiations

Upon authorization of the Purchasing staff, the project coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the consultant ranked first in order to establish a precise scope of work, the time and schedule for completion of the work, the cost of services, and the method and manner of payment. In the event that negotiations with the first consultant prove unsuccessful, the negotiating team shall commence discussions with the next ranked qualified consultant. A recommendation for award may be made upon the successful completion of negotiations as to the terms, conditions, and technical requirements of the proposed agreement.

i. Award of Contract

- 1) Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered.
- 2) For contracts for professional services in excess of One Hundred Thousand Dollars (\$100,000), the Board of Supervisors shall authorize the award of the contract. Purchasing shall notify the successful consultant, advising of award of contract. The consultant shall be given a reasonable time period, normally not to exceed two weeks, for submissions of the required bonds, guarantees, and certification of insurance coverage. **Prior to the contract award**, Purchasing shall send written notice to all unsuccessful bidders/proposers notifying them of the pending award.

j. Notice to Proceed

Upon receipt by Purchasing of the consultant's required bonds, guarantees, evidence of insurance and an executed Agreement, Purchasing will coordinate with the project coordinator as to the date that the Notice to Proceed is to be issued. Such notice shall be delivered to the consultant by Purchasing.

k. Contract Administration

The department head shall designate the appropriate County employee as project coordinator for purposes of contract administration. Purchasing staff shall maintain the contract file for the contract and copies of relevant correspondence shall be distributed to the appropriate County department. Similarly, copies of correspondence from the project coordinator or other County departments to the consultant shall be forwarded to Purchasing. The project coordinator shall be responsible for monitoring and reviewing the project in order to determine whether contract terms and conditions are being met. Purchasing, with the advice of County Counsel, shall endeavor to resolve any problems concerning adherence to terms and conditions of the contract. All financial matters shall be coordinated with the County Auditor-Controller.

3. Change Orders

The project coordinator will monitor compliance with the technical requirements of the contract, but shall have no authorization to unilaterally implement changes in the scope of work. When such changes are initiated by the County, they will be coordinated with the Purchasing Agent, who will request a proposal from the consultant covering the areas of cost impact, schedule change, and increases or decreases in scope. All contracts for professional services shall require that the consultant advise the County in writing immediately upon notice of any unanticipated condition or contingency that may cause a change in the scope of work effecting an adjustment in the specified compensation. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting there from. Such notice shall be given to the County prior to the time that consultant performs work or services giving rise to the proposed adjustment in compensation.

K. CONTRACT ADMINISTRATION

1. Notice

The Purchasing Agent shall be the authorized representative of the County and shall assume the primary role for the purposes of communicating with all vendors, suppliers, and contractors as to the commencement and progress of the contract. Depending upon the peculiarities of a specific procurement, the Purchasing Agent may request the using department to assign an employee (hereinafter referred to as the project coordinator) these responsibilities. Any such delegation shall be made known to the vendor, supplier, or contractor involved.

2. Maintenance of Procurement Records

Purchasing shall maintain a procurement/contract file for each contract. Such file shall contain all records sufficient to document the significant history of the contract, including all formal and informal communications between the County and the vendor, supplier, or contractor. In addition, such file shall include, but not be limited to, the following records:

- a. Any and all documents evidencing the rationale for the method of procurement;
- b. Any and all documents relating to the selection of the vendor, supplier, or contractor.

3. Revisions

a. Summary

When, in the course of the performance of a construction or other contract, the project coordinator or other requesting department staff deems it necessary that extra work be performed, or that certain authorized work be omitted, or that modifications be made regarding the contract requirements, then a written revision must be issued to the contractor. The parties may disagree as to the price of any contract modification; these revisions assume that any such price dispute has been resolved.

b. Procedures

- 1) The project coordinator shall submit documentation to Purchasing adequately describing the contract, the contract modification required, and the reasons therefore. If the revision is to modify an existing Purchase Order, a memo from the department asking for this revision should be sent to Purchasing. The project coordinator's best estimate as to the cost of such revision shall be included.
- 2) Purchasing staff shall verify the estimated cost of the contract modification and

shall transcribe the project coordinator's documentation onto the revision document. The project coordinator shall identify the cost of the contract modification in both dollar amount and percentage increase over the original contract price.

- 3) The revision shall be distributed to the project coordinator and the appropriate representative of the requesting department, who shall review it and verify that its description adequately conforms to the necessary contract modification. Thereafter, the revision shall be processed electronically, assuming the funds are available for such revision.
- 4) Upon the completion of this review and approval process, Purchasing shall issue the revision to the contractor.

4. Resolution of Contract Claims or Disputes

- a. In the event that a dispute arises as to the payment of any additional compensation arising out of any revisions issued by the County or for any cause, including any alleged act or failure to act by the County, or the happening of any event, thing or occurrence, the contractor shall submit a written notice of potential claim to the project coordinator. The written notice of potential claim shall set forth the reasons for which the contractor believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The notice must be given to the County prior to the time that the contractor shall have performed any work giving rise to the potential claim for additional compensation, if based on any act or failure to act by the County, or in all other cases, within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim. The purpose of this requirement is to bring to the attention of the County potential disputes at the earliest possible time in order that such matters may be settled. In the event that a contractor fails to file written notice of a potential claim as herein required, the County may determine that the contractor has waived entitlement to any additional compensation for such claim.
- b. The project coordinator shall review with Purchasing the notice of potential claim and shall conduct any investigation that may be required to ascertain the facts and circumstances surrounding the claim. The project coordinator shall assess the merits of the claim and shall consult with the Purchasing Agent as to a determination regarding said claim. The project coordinator shall prepare and forward to the contractor a written determination of the claim as soon as reasonably possible, but in no event more than 30 days following receipt of the notice of potential claim. Said determination shall be final and conclusive.

5. Exercise of Options

- a. Contracts for the provision of services, supplies, equipment, or materials that have been awarded pursuant to competitive bidding may allow for the County's exercise of an option for renewal or extension of term. If the original specifications provided for such an option, Purchasing and using department staff shall make the following findings regarding the exercise of such options. First, the project coordinator shall evaluate the performance of the contractor to determine if said performance has been satisfactory. Second, the project coordinator shall determine whether there are sufficient funds in the approved operating budget for the project to be extended and to be renewed.
- b. If the contractor's performance has been satisfactory and there are funds in the approved operating budget to cover the option term, renewal, or extension of the contract term shall be in accordance with those terms and conditions specified in the original contract documents.

6. Warranty Repairs

- a. In the event that the project coordinator or the requesting department staff discovers any breakdown, patent or latent defect, or other failure in any item procured that is under warranty, such discovery shall be made known to Purchasing. Following consultation with County Counsel and confirmation that the failure is covered by the warranty, the project coordinator shall file a Claim Under Warranty with the contractor; a copy of same shall be forwarded to Purchasing.
- b. Any failure by the contractor to timely meet its obligations under the warranty shall be made known to Purchasing. In contracts where the term of the performance bond is extended to cover the warranty period, Purchasing shall notify the surety on such bond of any such failure on the part of the contractor.

7. Contract Expiration

- a. Purchasing staff shall provide notice to the requesting department whenever a contract is due to expire within 120 days. The requesting department shall review and recommend changes to the contract documents and return the corrected copy of the documents to Purchasing within ten working days.
- b. Purchasing staff shall develop a new bid document, unless an option to extend is exercised. This process must be accomplished in a timely fashion, so as to allow a minimum of 30 days for solicitation, bid opening, and award. Notwithstanding that the contract is a renewal; all applicable procedures as previously set forth shall be followed.

SECTION VII

LEASES, PROPERTY OR EQUIPMENT

1. The Purchasing Agent, subject to direction of the Chief Executive Officer, can negotiate and execute in the name of the County all leases of personal property and real property, which the County may require. The Purchasing Agent via an addendum, prior to the work being done, must approve any changes or modifications to leased facilities.
2. A lease agreement or rental agreement shall be considered the same kind of document. In all lease or rental transactions, a written agreement must be made to define and clarify the intent, obligations, terms, and conditions that have been negotiated. After a review of the lease agreement by Purchasing the ultimate responsibility for signing a lease will be either the County Purchasing Agent or the Board of Supervisors, or their designee.
3. Leasing from others must not be done to circumvent the regulation regarding purchase of fixed assets. Considerable investigation must be done before deciding to lease.
4. The following terms and conditions are guidelines which are to be used to prepare requisitions for special lease documents. Additional conditions may be added as necessary.

a. General Conditions Appropriate to all Leases

- 1) Parties to the Lease The effective date, official names, date in which incorporated, address of corporate offices.
- 2) Description of Equipment Complete and accurate description of equipment to be leased. If considerable equipment is involved, use an addendum or separate listing.
- 3) Term of Lease The length of time the lease will be in effect. A term must be stated even if it is indefinite, self-renewing, or contains a number of options. Charges usually vary depending upon the term.
- 4) Cancellation Complete wording of the basis upon which the lease may be canceled, cancellation costs, means of negotiations, term for default, and reasons for termination should be listed.
- 5) Maintenance Responsibility for maintenance is often divided. What is included (supplies, parts, labor, etc.) and where maintenance is to be performed must be clearly established. The amount of repairs to maintain certain operating levels can be a large part of the total cost. Considerable effort should be exerted to determine actual maintenance costs before a lease is put into effect.

- 6) **Units of Measurement** Complete understanding and agreement on standards for measurement should be arranged in the same manner as maintenance. Terminology such as adequate, good, normal wear and tear, and similar words should be avoided. If it is at all possible, establish standards more capable of measurement.
- 7) **Inspection** The owner of the equipment will either want to inspect or offer inspection for various reasons. Inspection is generally in the County's interest and will prevent future difficulty or misunderstanding. A schedule should be arranged to cover the life of the contract and should be incorporated therein.
- 8) **Fees** One party will normally pay most of the fees, levies, or assessments. The Responsible Party must be named.
- 9) **Conditions of Use** Briefly state the general conditions under which the machinery will be used. Any special restrictions such as skill of operators, training requirements, hours of use, location, and safety regulations, require specific wording. If the use is unlimited, this should be so stated.
- 10) **Taxes** Stanislaus County shall be responsible only for sales taxes and use taxes, if applicable. Lessor shall be responsible for all other taxes or governmental charges or taxes levied on the property.
- 11) **Price** In addition to the lease rate of payment, it should be specified which party will pay the cost of preparing, loading and unloading freight, and other special handling. All rental rates from the lowest (longest) terms to the highest (hourly) should be shown. Provide for (or deny any) rate changes during the term of the contract.
- 12) **Renegotiation** Determine what, if any, renegotiation will be allowed and on what terms and conditions. Include any other provisions for change or alterations of the contract.
- 13) **Compliance with Federal and Local Laws** The user and lessee will usually be responsible. Unusual equipment may require special permits. The owner should be questioned or should advise the lessee of any such special requirements.

5. Special Lease Conditions

a. **Hold Harmless** A clause that will protect the County from the negligence of the other party or parties must be included in the lease agreement. County representatives may be asked to sign another party's hold harmless clause. **DO NOT** agree to sign any such

request without prior approval of County Counsel.

b. Warranties Any warranty or guarantee including ownership and right to make a lease should be thoroughly discussed and defined in writing.

6. Lease Purchase

Many companies leasing equipment will offer terms that would allow the County as lessee to purchase the item and apply the rental payments to the price when certain conditions are met. **DO NOT** use any of this terminology in the lease. Such wording may make the lease a conditional sales contract and may conflict with County Purchasing policies or state competitive bidding statutes. The statement “that title shall at all times remain with the owner (lessor)” can be used to help define this principle. If it is desirable to ultimately purchase the equipment, this decision should be determined prior to entering into the lease agreement.

7. Insurance

If the item leased is to be covered by insurance, the type, amount of coverage, which party will be named on the policy and which party pays for the policy should be covered by the lease. Stanislaus County is self-insured.

8. Forum Selection

Any dispute concerning a lease or any action brought to enforce the terms and conditions, shall be governed by, and construed in accordance with the laws of the state of California. Any action brought to enforce the terms or provisions of leases, shall have venue in the County of Stanislaus, State of California.

SECTION VIII

OTHER POLICIES AND PROCEDURES

A. SURPLUS DISPOSAL

1. Purpose

To establish a procedure for disposal of obsolete, damaged, scrap, or surplus equipment, materials and supplies by redistribution within the County, by sale or by other suitable action.

2. Background

- a. In accordance with the California Government Code, Public Contract Code, and Stanislaus County Ordinance, the Purchasing Agent is authorized to sell, trade, trade-in, lease, exchange, or otherwise dispose of any personal property belonging to the County which is deemed to be surplus and not required for public use by the County which has a value of less than One Thousand Dollars (\$1,000) per individual item without prior approval by the Board of Supervisors. The disposition of surplus property may be made without securing bids or advertising.
- b. For the disposition of personal property exceeding One Thousand Dollars (\$1,000) per individual item prior approval of the Board of Supervisors must be obtained by the Purchasing Agent.
- c. Regardless of the value of the personal property to be sold the Purchasing Agent will be responsible for posting a notice of sale for such property for a period of not less than five (5) business days preceding the day of sale. Notices shall be posted in County office buildings and in such other places within the County as deemed advisable by the Purchasing Agent.

3. Application

This procedure shall apply to disposal of all property other than real property.

1 4. Procedure

- a. Each department should review all material and equipment under department control at least once a year to determine its usefulness.
- b. Whenever material or equipment becomes surplus or obsolete, the department head shall report this to the Purchasing Agent by completing a Stanislaus County Inventory Transfer Record. (Exhibit 3).

- c. The Warehouse Supervisor shall, upon receipt of an approved Inventory Transfer Record, arrange to have the material or equipment removed, or advise the holder to retain the material or equipment at its present location pending disposition.
- d. The Warehouse Supervisor shall periodically prepare a surplus property list containing all material and equipment determined to be surplus, but still possessing some useful life that could be utilized by another County department. The list shall be distributed to all department heads to determine if such material or equipment can be used by their department. Any department may request such material or equipment up to the time of the actual final disposition. Submit requests on the Stanislaus County Inventory Transfer Record.
- e. Thirty (30) days after circulation of the list to department heads, the Warehouse Supervisor will submit a list of surplus materials to the Purchasing Agent or his designee, and, upon Board of Supervisor's approval, Purchasing will proceed with the disposition of the property by one of the following methods:
 - 1) Return to manufacturer or supplier for credit;
 - 2) Trade-in on new equipment;
 - 3) Sale to the public through sealed bids;
 - 4) Sell at public auction;
 - 5) Sell for scrap value;
 - 6) Lease;
 - 7) Determine if the property has commercial value, or the estimated cost of its continued care, handling, maintenance, or storage would exceed the proceeds of sale;
 - 8) Or otherwise dispose of any personal property in the best interest of the County.

5. Surplus Sales Report

The Purchasing Agent will report all sales of surplus to the Auditor-Controller, and shall deposit all proceeds from sale in the County Treasury.

B. REQUESTS FROM GENERAL PUBLIC, FOR DONATION OF SURPLUS PROPERTY LOCATED AT COUNTY WAREHOUSE

- 1 Request should be made to the Chief Executive Office (CEO)
- 2 Request shall:
 - a. Identify person making the request
 - b. Identify organization making the request
 - c. Describe the function of the organization
 - d. Describe items and quantity requested
 - e. Describe intended use of the items requested
1. If the CEO has no objection to the request, the request shall be forwarded to the Purchasing Division.
2. Purchasing Division shall determine availability, proper description, and value of property.
3. Purchasing Division shall discuss its findings with the office of the CEO, and if it is determined to be in the best interest of the County to recommend donation of requested items, the Purchasing Division shall prepare a Board Agenda and forward such to the office of the CEO.

C. REQUEST AND/OR TURN IN OF COUNTY PROPERTY TO SALVAGE

1. Purpose

The Stanislaus County Inventory Transfer Record allows the Purchasing Agent to accept and properly dispose of any departmental surplus property. This same form can be used by County department to request, and when available, receive any surplus property from the Purchasing Agent's salvage.
2. Procedure

The Stanislaus County Inventory Transfer Record must be completed by the requesting department and submitted to the Purchasing Agent. The necessary approval will be obtained from the Purchasing Agent and the form will be returned to the department. It is the department's responsibility to make arrangements with the Warehouse Supervisor before delivering or picking up any salvage.

D. CONTRACTOR DEBARMENT PROCEDURE

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of Federal Funding, the Purchasing

Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed proposer during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

SECTION IX

DEFINITIONS

The terms defined in this section shall have the meanings set forth below whenever they appear in this Manual.

- A. BID - A comparative price offer made by an intended seller in reply to an invitation for bid or request for quotation.
- B. BUYER - The Purchasing Agent, Assistant Purchasing Agent, or designated/deputized Purchasing staff.
- C. CONTRACTOR -Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County.
- D. CONTRACTUAL SERVICES - All other required services which for reasons of specialized equipment, volume, or scope of the work, could not satisfactorily be performed by County forces. These include, but are not limited to, all electric power, gas, telephone, guard service, or garbage services; rental of equipment or machinery (with or without operator); towel, uniform, window washing and cleaning services; construction, remodeling or repair services; and all other types of agreements under which the contractor provides services required by the County.
- E. CONSTRUCTION PROJECTS - Construction, remodeling, and/or installation requiring a major amount of labor of a single trade or various trades as well as the supplying of materials.
- F. COUNTY - Stanislaus County, a government agency.
- G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) - A program designed to encourage the participation of qualified small, minority and women-owned businesses in the County's purchasing activity.
- H. EQUIPMENT -Those items used in performing a task which are basically nonconsumable.
- I. INVITATION FOR BID (IFB) - The complete assembly of related documents (whether attached or by reference) furnished to a prospective bidder for the purpose of bidding.
- J. MATERIAL -A partially-processed item which is yet to be brought into final form or a product which is to be used in conjunction with other items to construct a functional product or system.
- K. MAY - The permissive form.
- L. MINORITY - an ethnic person of color including American Indians, Asians (including,

but not limited to, Chinese, Japanese, Koreans, Pacific Islanders, Samoans, and Southeast Asians), Blacks, Filipinos, and Hispanics.

- M. **MINORITY BUSINESS ENTERPRISE (MBE)** - A business concern that is all of the following:
 - 1. At least 51 percent owned by one or more minorities, or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities.
 - 2. Managed by, and the daily business operations are controlled by, one or more minorities.
 - 3. A domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.
- N. **MUST** - The imperative form.
- O. **PROCUREMENT** - The buying, purchasing, renting, leasing, or otherwise obtaining of any materials, equipment, supplies, or services. Also included are all activities related to obtaining the above items.
- P. **PROFESSIONAL SERVICES** - Services of attorneys, physicians, architects, engineers and other professional and/or technical consultants, individuals or organizations possessing specialized training and experience.
- Q. **PROPOSAL** -The assembly of documents which a contractor provides in response to a Request for Proposal. This will minimally include a discussion of the task or product, the intent of the contractor to provide the task or product, and the cost involved.
- R. **PURCHASE** - All forms of acquisitions of supplies, materials, equipment and services and includes rental, lease, or lease purchase.
- S. **PURCHASING AGENT** - The Purchasing Agent of Stanislaus County.
- T. **PURCHASE ORDER** - A written legal document signed by Purchasing stating all terms and conditions of a purchase transaction or referring to such terms and conditions as may exist in an accompanying contract.
- U. **REMOVAL** - The permanent disbarment of a firm from doing business with the County.
- V. **REQUEST FOR PROPOSAL (RFP)** - The complete assembly of related documents (whether attached or by reference) furnished to a prospective contractor for the purpose of presenting a proposal.
- W. **REQUEST FOR QUOTATION (RFQ)** - (see "Invitation for Bid")

- X. REQUISITIONER -The specific individual in a County department who initiates a Requisition/Store Issue. It may also refer to the department represented by the requisitioner.
- Y. SERVICE -The furnishing of labor, time, or effort by a contractor which normally does not involve the delivery of a specific end product other than reports, unless the service is a construction service.
- Z. SHALL - The imperative form.
- aa. SUPPLIES - Those products, often of a minor nature, which are used outright and which are generally consumed through use.
- bb. SUSPENSION - The temporary removal of a firm's name from bidder's lists and disqualification of that firm from doing business with the County for a specified period of time.
- cc. USER - The requisitioner or the County department which ultimately utilizes a product or service.
- dd. WILL - The imperative form.
- ee. WOMAN BUSINESS ENTERPRISE (WBE) - A business concern that is all of the following:
 - 1. At least 51 percent owned by a woman or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
 - 2. Managed by, and the daily business operations are controlled by, one or more women.
 - 3. A domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.

SECTION X

EXHIBITS

- A. Justification for Sole Source/Sole Brand
- B. Purchase Order
- C. Stanislaus County Inventory Transfer Record

**COUNTY OF STANISLAUS
JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND**

Requisition Number: _____ Dated: _____

Item: _____

Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

Sole Brand: Various Vendors can supply the specified model & brand, and competitive bids will be solicited for the brand requested only.

Refer to the instructions on the back of this form for required criteria before completion.

JUSTIFICATION: (Attach additional sheets, if necessary)

CERTIFICATION:

I am aware of the requirements set forth in the County's Purchasing Policy & Procedures Manual for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. As an approved department representative, I have gathered technical information and have made a concerted effort to review comparable/equal equipment. This is documented in this justification. I hereby certify as to the validity of the information and feel confident that this justification for sole source/sole brand meets the County's criteria and is accurate.

This form was completed by:

NAME

DEPARTMENTAL
APPROVAL: _____
DIRECTOR (or Authorized Rep.)/Date

DEPT/DIVISION REPRESENTATIVE/PHONE

PROCUREMENT
APPROVAL: _____
PURCHASING AGENT APPROVAL

CRITERIA FOR SOLE SOURCE/SOLE BRAND

A. FACTORS WHICH MAY BE APPLICABLE

Respond specifically to each question below in preparing a justification.

1. If the product requested is one-of-a-kind item, provide background information on how this was determined.
2. Provide information on why a particular product and/or vendor was chosen.
3. Provide information on other vendors that were contacted and why they can not provide the requested product. Is the selected vendor also the manufacturer?
4. If unique features are required to successfully perform the required function, identify what those features are and why they are required. BE SPECIFIC.
5. Provide information on other models available and why they were rejected. Provide brand name, model, vendor name, date and name of each person contacted.
6. To "march and intermember" is not normally an acceptable justification for sole brand. When you determine this is a justified factor which should be considered: the quantity, manufacturer, brand, model, property number of the existing equipment, and necessity for "interfacing" must be provided.

B. FACTORS WHICH DO NOT APPLY

The following factors should not be included in your sole source/sole brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for a product of vendor.
2. Cost, vendor performance, local service, maintenance, and delivery (these are award factors in competitive bidding).
3. Features which exceed the minimum department requirements, e.g. heavy duty.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique features."
5. The statement "no substitutions" will not be considered without completion of the "Justification for Sole Source/Sole Brand" form.

If you need assistance in completing this justification for sole source/sole brand form, please contact the Purchasing office at 525-6319.



STANISLAUS COUNTY

Purchasing Division
 P.O. BOX 3229
 1010 TENTH ST SUITE 5400
 MODESTO, CALIFORNIA 95353
 TEL: (209) 525-6319
 FAX: (209) 525-7787

VENDOR: -
 -
 United States

SHIP TO
 PURCHASING DEPT
 1010 TENTH ST #5400
 MODESTO, CA 95354
 United States

SHIP VIA
 PURCHASING DEPT
 (209) 525-6319
 PO BOX 3229
 MODESTO, CA 95353
 United States

Purchase Order

ORDER NUMBER: 45637
 ORDER DATE: 21-OCT-01
 BUYER: D. Summerlock
 DATE OF ORDER: BUYER

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES. PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	THIS IS A SAMPLE PURCHASE ORDER.		1.00	EACH	0	0.00	Y
Total						0.00	

